

**CERTIFICATE OF ADOPTION**

**OF**

**NEW HOME & MAJOR PROJECT CONSTRUCTION DEPOSIT POLICY**

**OF**

**MEYERLAND COMMUNITY IMPROVEMENT ASSOCIATION**

STATE OF TEXAS           §  
                                     §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS       §

**WHEREAS**, the Board of Directors (the "Board") of Meyerland Community Improvement Association, a Texas non-profit corporation (known as the "Association" or "MCIA"), is charged with administering and enforcing, among other restrictions and covenants, restrictive covenants contained in Deed Restrictions (herein so called) applicable to the Meyerland Community (the "Community") as recorded in the Real Property Records of Harris County, Texas (the "Official Public Records"); and

**WHEREAS**, the Board has determined that in connection with providing rules and regulations regarding construction in the Community, it is appropriate for the Association to adopt a New Home & Major Project Construction Deposit Policy; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting on October 19, 2023 (the "Adoption Meeting"), at which at least a majority of the members of the Board were present and duly passed the New Home & Major Project Construction Deposit Policy set forth below (the "Policy").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the members of the Board were present and the Board duly adopted the Policy. The Policy is effective upon recordation of this Certificate in the Official Public Records, supplements any Deed Restrictions, policy or policies regarding new home or major project construction deposits which may have previously been in effect for the Community, unless such policy or policies are in conflict with the Policy, in which case the terms of the Policy will control. In the event that the Policy is in conflict with any applicable Deed Restrictions, the applicable Deed Restrictions will control. The Policy is as follows:

## **NEW HOME & MAJOR PROJECT CONSTRUCTION DEPOSIT POLICY**

### **Enforcement**

This Policy may be enforced, by the MCIA, acting by and through the Board, in the Board's sole discretion, to the fullest extent allowed by law and applicable Deed Restrictions. This Policy shall apply to all lots that fall within the jurisdiction of the MCIA.

### **Purpose**

The purpose of this Policy is to help facilitate compliance of the Deed Restrictions and policies that govern the Community and appropriate policies pertaining to new home construction within the Community.

### **Definitions**

New Home Construction shall mean the building of a new residence on a lot.

Major Project Construction shall mean any major renovations on a property and/or major renovations to structure(s) located upon the property. Examples include, but are not limited to elevating the property's structure, adding square footage by expanding the first floor, adding a 2nd story or a room over the garage, adding a pool, and other similar large projects.

### **Rules**

#### **New Home Construction Deposit**

At the time a lot owner submits a New Home Construction Packet (herein so called) to the MCIA for review, the lot owner must also submit a New Home Construction Deposit (herein so called) in the amount of five thousand dollars (\$5,000) per property payable to the Meyerland Community Improvement Association. This New Home Construction Deposit is separate from the New Home Construction Application Fee (herein so called) which is for processing and reviewing the New Home Construction Packet.

#### **Major Project Construction Deposit**

At the time a lot owner submits a Major Project Construction Packet (herein so called) to the MCIA for review, the lot owner must also submit a Major Project Construction Deposit (herein so called) in the amount of three thousand dollars (\$3,000) per property payable to the Meyerland Community Improvement Association. This New Home Construction Deposit is separate from the Major Project Construction Application Fee (herein so called) which is for processing and reviewing the Major Project Construction Packet.

#### **Deposit Refunds**

If the lot owner does not receive approval and/or ultimately decides not to move forward with the project, the lot owner will be refunded the full amount of the New Home Construction Deposit or

Major Project Construction Deposit, as the case may be, within thirty (30) days of lot owners written request.

The lot owner may receive approval for their new home or major project construction but ultimately decide not to move forward. In this situation, the lot owner may write to the MCIA informing them of that decision. The approval shall be revoked by the MCIA, and the lot owner shall receive a refund of the full amount of the New Home Construction Deposit or Major Project Construction Deposit, as the case may be, within thirty (30) days of receipt of the lot owner's written request. The New Home Construction Application fee and Major Project Construction Application fee are a separate cost and under all circumstances are non-refundable. Once the approval has been revoked, any new home or major project construction in the future will require the lot owner to restart the process from the beginning and submit a New Home Construction Packet or Major Project Construction Packet.

### **Additional Deposits**

In the event the New Home Construction Deposit or Major Project Construction Deposit goes below two thousand dollars (\$2,000) because of Non-Compliance Deductions (see Non-Compliance Deductions section below) prior to the satisfactory completion of construction (see criteria outlined in Construction Completion Requirements section below), within ten (10) days after request by MCIA, lot owner will deliver an additional payment to the MCIA to bring the New Home Construction Deposit amount to five thousand dollars (\$5,000) or the Major Project Construction Deposit amount to three thousand dollars (\$3,000), as the case may be. If lot owner fails to deliver any additional monies requested, the MCIA, at its discretion, can file an injunction to cause the lot owner to cease construction.

### **Construction Completion Requirements**

#### **1. New Home Construction.**

Lot owner shall notify the MCIA when construction is completed and provide the following documentation:

- a. Written notice that all construction has been completed per MCIA approved application.
- b. A final survey.
- c. Proof of any other actions or requirements communicated to the lot owner by the Meyerland Architectural Control Committee or the Meyerland Review and Control Committee to satisfy the terms of this Policy having been completed.

#### **2. Major Project Construction.**

Lot owner shall notify the MCIA when construction is completed and provide the following documentation:

- a. Written notice that all construction has been completed per MCIA approved application.

b. Proof of any other actions or requirements communicated to the lot owner by the Meyerland Architectural Control Committee or the Meyerland Review and Control Committee to satisfy the terms of this Policy having been completed.

3. **Completion Notice.**

Within thirty (30) days after the MCIA has received the final documents required to show construction completion, the MCIA shall notify (the "Completion Notice") the lot owner in writing of any material violations that the MCIA is aware of, to its then current actual knowledge, that need to be completed or cured. Failure by MCIA to timely send the Completion Notice shall not be deemed compliance of any such construction having been completed in accordance with the MCIA's requirements and MCIA reserves the right to seek full compliance.

**Non-Compliance Deductions**

1. **General Violation.**

Upon the occurrence of the first violation(s) of the MCIA Construction Rules Policy (the "Construction Rules Policy"), the MCIA may provide written notice of the violation(s) to the lot owner by certified mail (the "Certified Notice"). The lot owner shall have seven (7) days after the MCIA mails such Certified Notice to cure the violation(s) identified in the Certified Notice or reach written agreement with the MCIA. If the violation(s) is cured (or agreement reached) within the seven (7) day time period, there will be no deduction from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, for such violation.

If the violation(s) is not cured, or written agreement is not reached with the MCIA within the seven (7) day time period, one-hundred fifty dollars (\$150.00) will be deducted from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, and a second notice shall be mailed to the lot owner. If another seven (7) days passes from the time the second notice is mailed and the violation(s) is not cured, or written agreement reached with the MCIA, an additional three-hundred dollars (\$300.00) will be deducted from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be. This deduction will continue to repeat every seven (7) days until the violation is cured to the complete satisfaction of the MCIA, or an agreement with the MCIA is reached.

Upon the occurrence of any additional violation(s) of the Construction Rules Policy, the MCIA shall mail a Certified Notice to the lot owner. The lot owner will have seven (7) days from the date the Certified Notice is mailed to cure the violation(s) or reach written agreement with the MCIA. If neither occurs three-hundred dollars (\$300.00) will be deducted from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, and a second notice shall be mailed to the lot owner.

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If another seven (7) days passes from the time the second notice is mailed and the violation(s) is not cured, or written agreement reached with the MCIA, an additional three-hundred dollars (\$300.00) will be deducted from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be. This deduction will continue to repeat every seven (7) days until the violation is cured to the complete satisfaction of the MCIA, or an agreement with the MCIA is reached.

If the violation(s) persists, the MCIA may issue a cease and desist notification to STOP CONSTRUCTION and a phone call may be placed to the lot owner. If there is still no resolution to the violation, an injunction can be filed to cease construction until the violation is resolved.

## **2. Construction Completion.**

New Home Construction and Major Project Construction shall be completed within the time frame specified in the Construction Rules Policy. If the lot owner fails to complete construction within the allotted time frame, the MCIA shall give the lot owner written notice of such failure. The lot owner shall have thirty (30) days after receiving such Notice to complete the construction. If the construction is completed within the time period, there will be no deduction from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be. If the construction is not completed within the time period, the MCIA may send a Certified Notice of the failure to complete, and if the construction is not completed within fifteen (15) days after the mailing of the Certified Notice, five-hundred dollars (\$500.00) will be deducted from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, with an additional five-hundred (\$500.00) deducted each fifteen (15) days thereafter until construction is completed to the complete satisfaction of the MCIA, or an agreement with the MCIA is reached.

If the construction cannot be completed within the applicable time, the lot owner may file an appeal with the MCIA to request more time. This appeal should be filed before the initial time stated in the Construction Rules Policy has lapsed.

## **3. Design Change.**

Construction of unapproved design changes will result in a deduction from the New Home Construction Deposit of ranging from one-thousand dollars (\$1,000) to five-thousand dollars (\$5,000) and a deduction from the Major Project Construction Deposit ranging from one-thousand dollars (\$1,000) to three-thousand dollars (\$3,000), depending on the severity of the design change, as determined by the appropriate MCIA committee if not cured within seven (7) days after the mailing of a Certified Notice of the violation has been sent to the lot owner. Deductions from, or loss of deposit, does not constitute compliance. The lot owner must still make the required changes to bring the property into compliance.

If the violation persists, the MCIA may issue a cease and desist notification to STOP CONSTRUCTION and a phone call may be placed to the lot owner.

4. **Certified Notice.**

As used herein, the Certified Notice shall describe the violation and demand that the violation be cured. The Certified Notice will inform the lot owner that the lot owner has a period of thirty (30) days from the mailing of such Certified Notice to request a hearing before the Board regarding the violation. Unless otherwise set forth herein, the Certified Notice will: (i) allow the lot owner seven (7) days to cure the violation and avoid the MCIA deducting money from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, as set forth in this Policy and/or pursuing legal action; and (ii) will inform the lot owner that if the violation is not timely cured, MCIA intends on deducting money from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, as set forth in this Policy, in an amount as provided for in this Policy (and state such amount), and that MCIA intends to examine pursuit of its other remedies. The Certified Notice will inform the lot owner that the lot owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501, *et. seq.*), if the lot owner is serving on active military duty. Notwithstanding the foregoing, if MCIA has given the lot owner notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, or if MCIA files a suit seeking expedited relief in the form of a temporary restraining order or a temporary injunction, MCIA shall not be required to send the lot owner a Certified Notice.

**New Home Construction/ Major Project Construction Deposit Refund**

Once the MCIA confirms construction has been completed, and there are no known outstanding violations to resolve, lot owner will receive a refund based on the following criteria:

1. If there were no violations during construction, lot owner will receive the entire five-thousand dollar (\$5,000) New Home Construction Deposit or the entire three-thousand dollars (\$3,000) Major Project Construction Deposit, as the case may be, within 30 days from MCIA's final approval.
2. If there were violations during construction, lot owner will receive the difference between the amount of the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, and the deductions from the deposit for the violations.
3. If there are no outstanding violations, but violations occurred that are greater than the lot owner's New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, the MCIA shall invoice the lot owner for the balance owed and such amount is due and payable by the lot owner to the MCIA immediately.

## **Appeals Process**

If a lot owner has just cause to appeal a decision pertaining to this Policy, the lot owner can file an appeal by completing the Appeal form. This form must be received by the MCIA no later than thirty (30) days from the date the Certified Notice was mailed to the lot owner regarding the situation they wish to appeal. The appeal will be reviewed by the Board.

Filing an appeal does not relieve the lot owner from complying with all the rules in this Policy. If an appeal involving monies taken from the home construction deposit is granted, those monies will be returned to the lot owner.

1. **Hearing Guidelines.** These Hearing Guidelines (herein so called) set forth the general procedure for a hearing if a lot owner is entitled to an opportunity to cure a violation and timely requests a hearing to discuss and verify facts concerning such violation. To the extent that there is any conflict between these Hearing Guidelines and the Texas Property Code, the Texas Property Code will prevail. These Hearing Guidelines are not meant to limit any rights under the Texas Property Code.
  - a. **Request for Hearing.** The lot owner has a period of thirty (30) days from the date of the mailing of the Certified Notice to submit a written request to MCIA for a hearing to discuss and verify facts and attempt to resolve the matter in issue before the Board. The written request must be presented to MCIA's then current Community manager.
  - b. **Notice of Hearing.** Upon receipt of a timely written request for a hearing, MCIA shall notify the lot owner of the date, time and place of the hearing not less than ten (10) days before the date of the hearing.
  - c. **Evidence Package.** Not later than ten (10) days before the hearing, MCIA shall provide the lot owner with information related to the violation including, but not limited to, notices, photographs, communications, and other relevant evidence as determined solely by the Board that will be presented at the hearing.
  - d. **Hearing Procedure.** A representative of MCIA will present MCIA's case to the lot owner. Thereafter, the lot owner or the lot owner's designated representative is entitled to present the lot owner's information and issues relevant to the dispute. The hearing is not intended to be a trial or debate, subject to questioning or cross examination. Instead, each side will be entitled to present its facts to the other for the purpose of further review. After the hearing, the Board will consider the information presented by the lot owner and, upon further deliberation, will notify the lot owner, in writing, of its decision within a reasonable time period.
  - e. **Temporary Restraining Order.** The notice and hearing provisions set forth above do not apply if MCIA files a suit seeking a temporary restraining

order or temporary injunctive relief.

- f. **Notice.** Notice from the lot owner to MCIA requesting a hearing must be sent to MCIA's then current Community manager. Notice to the lot owner from MCIA regarding the hearing may be sent to the lot owner by email. An email address provided by the lot owner or used in communications with MCIA shall be sufficient.

- 2. **Remedies.** If the lot owner does not make a written request for a hearing before the Board within the above-described thirty (30) day timeframe (and if the violation has not been timely cured), MCIA may thereafter pursue its remedies. If a hearing is conducted pursuant to a proper request, MCIA may pursue its remedies regarding an uncured violation after the conclusion of the hearing, unless MCIA has made an agreement to the contrary. Such remedies include turning the matter over to an attorney for legal action. Even if MCIA deducts further amounts as set forth in this Policy from the New Home Construction Deposit or the Major Project Construction Deposit, as the case may be, MCIA reserves the right to turn the matter over to an attorney for legal action. If this becomes necessary, it is contemplated that MCIA will instruct the attorney to pursue MCIA's legal remedies, including filing suit.

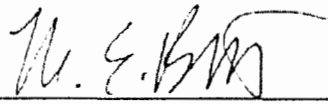
The lot owner shall be responsible for paying all incurred legal fees and expenses of the MCIA relative to the collection and/or enforcement of this Policy, and the failure of the MCIA to promptly discover or notify the lot owner shall not be considered as a waiver that would prevent the MCIA to pursue compliance at a future time.

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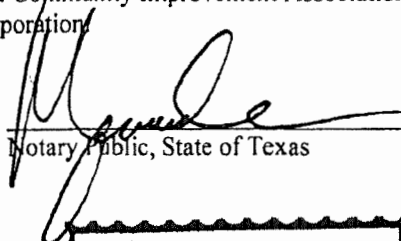
**EXECUTED** on the date of the acknowledgment set forth herein below, to be effective upon recordation in the Official Public Records.

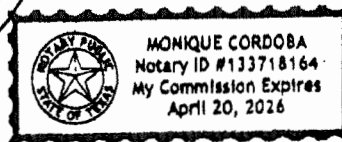
Meyerland Community Improvement Association,  
a Texas non-profit corporation

By:   
Elaine Britt, President

THE STATE OF TEXAS      §  
                                         §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 1 day of FEB, 2024, by Elaine Britt, President of the Meyerland Community Improvement Association, a Texas non-profit corporation, on behalf of said corporation.

  
Notary Public, State of Texas



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# Pages 10  
03/12/2024 10:49 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$57.00

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