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March 22, 2024

Via Email: monique@meyerland.net

Ms. Monique Cordoba

Meyerland Community Improvement Association

4999 West Bellfort

Houston, Texas 77035

Re: Meyerland Community Improvement Association ("MCIA")

Dear Monique:

Enclosed is a copy of the recorded Certificate of Adoption of Violation Enforcement Policy (Corrected Version). As you can see, this document was recorded in the Real Property Records of Harris County, Texas, on March 22 2024, under Harris County Clerk's File Number RP-2024-101345.

If you have any questions, please contact me.

Sincerely yours,

HOOVER SLOVACEK LLP

Mark K. Knop

Mark K. Knop

Attachment:

Meyerland

Community Improvement Association

**CERTIFICATE OF ADOPTION
OF
VIOLATION ENFORCEMENT POLICY
OF
MEYERLAND COMMUNITY IMPROVEMENT ASSOCIATION
(Corrected Version)**

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 the imposition of certain fees to owners in the Community, it is appropriate for the Association to adopt a Violation Enforcement 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 December 14, 2023 (the “Adoption Meeting”), at which at least a majority of the members of the Board were present and duly passed the Violation Enforcement Policy set forth below (the “Policy”); and

WHEREAS, an incorrect copy of the Policy was recorded in the Official Public Records of Harris County (the “Official Records”) on March 8, 2024, under Clerk’s File Number RP-2024-81754 (the “Incorrect Copy of the Policy”); and

RP-2024-101345

WHEREAS, this document is being recorded in the Official Records to correct the inadvertent mistake in the Incorrect Copy of the Policy and this instrument shall take the place of the Incorrect Copy of the Policy in all respects.

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 violation enforcement 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:

VIOLATION ENFORCEMENT POLICY

Purpose

The purpose of this Policy is to set forth monetary fees as a means to assist in enforcing the Deed Restrictions, rules and regulation, policies, guidelines, and other MCIA governing documents.

Owner's Liability. The lot owner is liable for fines, costs, and other charges levied by MCIA for violations of the Deed Restrictions, rules and regulations, policies, guidelines or other MCIA governing documents by the lot owner and the tenants, relatives, guests, employees and agents of the lot owner and residents regardless of who commits the violation. The MCIA may direct all communications regarding the violation to the lot owner.

Notification Procedure

Fines may only be levied after the lot owner has been notified and provided an opportunity to rectify the violation. The notification procedure shall be as follows:

1. Upon a violation being discovered, MCIA will send notification via certified mail (the "Certified Notice") to the lot owner describing the violation and demanding that the violation be cured or rectified. MCIA, in the sole and absolute discretion of the Board (and without any obligation), may also send the Certified Notice to the lot owner by email. The Certified Notice shall be sent to the lot owner at the lot owner's last known address, as shown on the records of the Association. Lot owners are responsible to inform the Association of their current address for notices. The Certified Notice will inform the lot owner that the lot owner has a period of thirty (30) days from the date of the mailing of the Certified Notice to request a hearing

before the Board regarding the violation pursuant to the Hearing Process set forth herein.

2. In addition, the Certified Notice will: (i) provide that the lot owner has either 7 days or 10 days (as listed in the Schedule of Fines set forth herein) to rectify the violation or communicate with MCIA and develop a written and mutually agreed timeline for curing the violation and avoid MCIA levying a fine and/or pursuing legal action; and (ii) inform the lot owner that if the violation is not timely cured on a mutually agreeable timeline for curing the violation agreed to in writing with MCIA within such 7 or 10 day period, as applicable, MCIA intends to levy a fine against the lot owner in an amount as provided in the Schedule of Fines set forth herein (and state such fine amount) and that MCIA intends to examine pursuit of its other remedies. Finally, 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.
3. If the violation is not rectified within the stated timeline or the timeline agreed in writing by MCIA and the lot owner, the lot owner will be fined the appropriate amount as listed in the Schedule of Fines set forth herein, and notified that the fine has been imposed and additional fines will automatically be imposed in the appropriate amount as listed in the Schedule of Fines set forth herein until the violation is rectified to the satisfaction of MCIA.
4. In situations where the allotted time to cure a violation has passed, and the lot owner has not come to a written agreement with MCIA or rectified the violation to the satisfaction of the MCIA, the lot owner will be fined the appropriate amount listed in the Schedule of Fines set forth herein and notified that the fine has been imposed and additional fines will automatically be imposed in the appropriate amount as listed in the Schedule of Fines set forth herein until the violation is rectified to the satisfaction of MCIA.

Notwithstanding the foregoing, if the 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.

Description of Violations

Below is a description of the general categories of violations and where further details can be found.

1. Unapproved Design Changes and/or Plans to New Construction or Major Construction Projects - In most cases, construction of or removal of something on plans which have been approved by the appropriate MCIA review committee requires resubmitting an application for those changes to the appropriate MCIA review committee. Failure to do so is a violation. Further details about these requirements can be found in the New Home Construction Packet or the Construction Application – Major Projects on the MCIA website.
2. Major House and Major Property Repairs - Major house and major property repairs are defined as items that do require an application be submitted to and approved in writing by the appropriate MCIA review committee pursuant to the applicable Deed Restrictions. Examples include, but are not limited to painting of home, fence replacement or repair over 40% of total fence, rotting wood, roof replacement, broken windows, etc. Further details about major house and major property repair requirements can be found in your section's Deed Restrictions.
3. General House Maintenance and General Property Repairs - General house maintenance and general property repairs are defined as items that do not require an application be submitted to and approved in writing by the appropriate MCIA review committee pursuant to the applicable Deed Restrictions. These items are common routine maintenance items. Examples include, but are not limited to, broken light fixture, fence replacement or repair under 40% of total fence, garage door repairs, mildew removal, window cleaning, sagging gutter repairs, etc. Further details about general house maintenance and general property repairs requirements can be found in your section's Deed Restrictions.
4. Junk/Tree Waste Removal - Meyerland follows the City of Houston's requirements for placement and removal of junk/tree waste. Junk/tree waste may not be placed at the curb earlier than 6:00 pm the Friday before scheduled pick up. Further details about junk/tree waste removal can be found in your section's Deed Restrictions.
5. Holiday Decorations - Holiday decorations are temporary art that may be used at specific times of the year. Further details about the use of holiday decorations, when they can be installed, and when they must be removed can be found in the Holiday Decoration Policy.
6. Landscape Maintenance - All landscaped areas are expected to be properly maintained and kept in a neat and attractive condition. Further details about landscape maintenance can be found in your section's Deed Restrictions.

7. Sidewalk/Driveway Maintenance - Sidewalks and driveways are expected to be properly maintained as defined by the City of Houston and/or your section's Deed Restrictions.
8. Signs - Signs may be placed in the front yard under certain situations. Further details about signs can be found in your section's Deed Restrictions and/or the Sign Policy.
9. Construction Fencing - Construction fencing must meet certain requirements and can only be erected under certain conditions. Further details about construction fencing can be found in the Fences and Walls Policy and the Construction Rules Policy.
10. Automobile, Boat, RV, Vehicle Storage/Moving Container - Restrictions exist regarding the type of permissible vehicles, storage containers, and length of time they can be parked or located in Meyerland. Further details about vehicles can be found in your section's Deed Restrictions.
11. Temporary Structure as Dwelling - No structure of a temporary character shall be used on a lot as a dwelling. Further details about use of a temporary structure as a dwelling can be found in your section's Deed Restrictions.
12. Garbage Can - Restrictions exist regarding when garbage cans and recycling cans can be placed at the curb in the street, when they must be removed and where they can be stored. Further details about garbage cans and recycling cans can be found in your section's Deed Restrictions.

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Schedule of Fines

The table below details the fine amounts for the different violations and the amount of time allotted to cure the violation.

General Category of Violation	Fine	Allotted Time to Resolve Violation
New Construction- unapproved or unsubmitted design changes/plans	\$1,000 - \$5,000	10 days
Major Construction- unapproved or unsubmitted design changes/plans	\$1,000 - \$3,000	10 days
Major House/Major Property Repairs (painting of home, rotting wood, roof replacement, broken windows, etc.)	\$400/ month	10 days
General House Maintenance /General Property Repairs (broken light fixture, fence/ gate repairs, garage door, mildew, windows need cleaning, sagging gutter, etc.)	\$200/ month	7 days
Holiday Decorations	\$75/ week	7 days
Junk/Tree Waste	\$50/week	7 days
Landscape Maintenance	\$75/ week	10 days
Sidewalk/Driveway Maintenance	\$250/ month	10 days
Signs	\$75/ week	7 days
Construction Fencing	\$100/ week	7 days
Automobile, Boat, RV, Vehicle Storage/Moving Container	\$75/ week	7 days
Temporary Structure as Dwelling	\$75/ week	7 days
Trash Cans	\$25/ week	7 days

* To the extent a violation falls within more than one (1) of the above General Category of Violation, the amount of the fine will be assessed at the higher General Category of Violation fine amount.

** The Association reserves the right to increase the amount of the fine for a given violation, if deemed appropriate by the Board due to the severity, seriousness, extent, repeated or wrongful nature of the applicable violation.

Hearing Process

A lot owner can request a hearing before the Board regarding a violation. Requesting a hearing before the Board does not relieve the lot owner from complying with all the rules in this Policy and the applicable Deed Restrictions.

The hearing will be conducted in accordance with such rules and procedures as may be deemed appropriate by the Board. The hearing shall take place even if the lot owner does not attend the hearing. The Hearing Guidelines (herein so called) set forth below set

forth the general procedure for a hearing if the lot owner 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 complete a Hearing Request form and submit the completed Hearing Request form to MCIA for a hearing to discuss and verify facts and attempt to resolve the matter in issue before the Board. The completed Hearing Request form must be presented to MCIA's then current property 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 property 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.

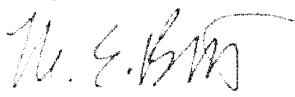
Remedies. Even if MCIA imposes fines as set forth in this Policy, MCIA reserves the right to turn the matter over to an attorney for legal action. If this becomes necessary, it is contemplated that MCIA will instruct the attorney to pursue MCIA's legal remedies, including filing suit. The lot owner shall be responsible for paying all incurred legal fees and expenses of the MCIA relative to the collection of fines 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.

Charges to Lot Owner's Account. Any fines, attorneys' fees, and cost incurred by MCIA as a result of a violation will be charged to lot owner's account. Fines levied shall constitute a lien against the offending lot owner's property if allowed by law.

Miscellaneous. The Association will not send any notice to the lot owner in a situation in which the Association seeks expedited relief in the form of a temporary restraining order or a temporary injunction. In such situations, the Association reserves its rights to file suit and seek such relief from the court without any prior notice to the lot owner and/or occupant.

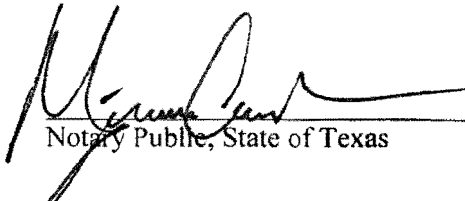
EXECUTED on the date of the acknowledgment set forth herein below, to be effective upon recordation in the Official Public Records.

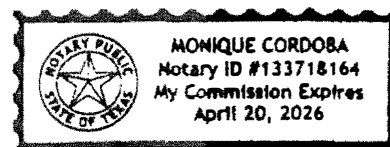
**MEYERLAND COMMUNITY
IMPROVEMENT ASSOCIATION**, a Texas non-profit corporation

By: 
Elaine Britt, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on MARCH 21, 2024, by Elaine Britt, President of Meyerland Community Improvement Association, a Texas non-profit corporation, on behalf of said entity.


Notary Public, State of Texas



RP-2024-101345
Pages 9
03/22/2024 11:47 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$53.00

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.




COUNTY CLERK
HARRIS COUNTY, TEXAS