

CERTIFICATE OF SECRETARY
of
ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.
regarding
BOARD RESOLUTION
adopting
RIGHT OF ENTRY TO PERFORM OWNER'S MAINTENANCE POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, KURT PROHL, Secretary of Royal Oaks Residential Community Owners Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the **Association's** Board of Directors (the "**Board**") duly called and held on the 15th day of MAY, 2017, with at least a majority of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

RECITALS

1. Article IV, Section 4.4, of the Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. U257246 provides, in pertinent part:

4.4 **Enforcement.** The Association may impose sanctions for violations of this Declaration, any Supplemental Declaration, the By-Laws, or rules in accordance with procedures set forth in the By-Laws, including imposing reasonable monetary fines...

2. Article III, Sections 3.16, 3.17 and 3.23, of the By-Laws of Royal Oaks Residential Community Owners Association, Inc. provide, in pertinent part:

3.16. **Powers.** The Board of Directors shall have all the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all the rights of the Association as set forth in the Declaration, these By-Laws, the Articles and as provided by law....

3.17 **Duties.** The duties of the Board shall include, without limitation:

- (f) Making and amending rules and regulations;

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- (i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; ...

3.23 **Enforcement.** In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violator...

3. The Board desires to standardize the policies and procedures relating to the right of the Association to enter a Lot and perform an Owner's maintenance responsibility in the Community by adopting this "Right of Entry to Perform Owner's Maintenance Responsibility Policy."

4. This Policy supersedes any other right of entry policy related to an Owner's maintenance previously adopted by the Board, if any.

WITNESSETH:

The Board hereby adopts the following Right of Entry to Perform Owner's Maintenance Responsibility Policy:

1. Definitions

Capitalized terms used in this Policy have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated below. Some terms defined below are also defined in the Declaration; they are included in this Policy for convenience in reviewing and interpreting this Policy.

- 1.1 **Association.** Royal Oaks Residential Community Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- 1.2 **Board of Directors or Board.** The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as a board of directors under Texas corporate law.
- 1.3 **By-Laws.** The By-Laws of the Association, as amended or supplemented.
- 1.4 **Community.** Royal Oaks Residential Community.

- 1.5 **Declaration.** The Declaration of Covenants, Conditions, and Restrictions for Royal Oaks Residential Community, recorded in the Official Public Records of Real Property of Harris County, Texas under on March 3, 2000 under Clerk’s File No. U257546.as amended or supplemented
- 1.6 **Guidelines.** The Royal Oaks Country Club Design Guidelines recorded in the Official Public Records of Real Property of Harris County, Texas on October 1, 2002 under Clerk’s File No. W117940.
- 1.7 **Owner.** One or more Persons who hold record title to a Lot, but excluding in all cases a party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, unless the contract otherwise provides.
- 1.8 **Policy.** This Right of Entry to Perform Owner’s Maintenance Responsibility Policy for Royal Oaks Residential Community Owners Association, Inc.
- 1.9 **Properties.** All real property subject to the Declaration and the jurisdiction of the Association.
- 1.10 **Resident.** (i) Each Owner residing in his/her residence; (ii) each person residing in a residence who is a bona fide tenant of the Owner of that residence; and (iii) each person residing in a residence other than an Owner or bona fide tenant.
- 1.11 **Rules.** The Rules set forth in Section 3 of this Policy.

2. Introduction

The Board of Directors has adopted this Policy pursuant to the authority granted to it by the provisions of the Declaration and Bylaws. This Policy is adopted by the Board to facilitate objectives and the intent of the Declaration and the Guidelines, particularly the provisions Article V of the Declaration and Article 7 of the Guidelines related to landscape maintenance. All Owners and Residents must comply with the Rules.

3. Rules

Each Owner and Resident must comply with the provisions of this Policy, the Article V of the Declaration, and Article 7 of the Guidelines regarding Owners’ and

Residents' obligations related to maintenance of such Owner's Lot consistent with the Community-Wide Standard.

4. Enforcement

4.1 Fines. Fines for violations of this Policy are as follows:

4.1.1 The Owner or Resident will not be fined for his/her first violation in a calendar year, but the Association will levy a special assessment against the Lot of such Owner or Resident in the event the violation is not cured within the time period allotted in the notice regarding enforcement as provided in Section 5.1, below.

4.1.2 An Owner or Resident will receive a fine of \$200.00 for a second violation of this Policy in a calendar year.

4.1.3 An Owner or Resident will receive a fine of \$300.00 for a third violation of this Policy in a calendar year.

4.1.4 If a fine is issued and notice in accordance with Section 5.1 of this Policy was given to the Owner within the preceding six (6) month period, the Association may immediately levy the appropriate fine against the Owner. The Association must notify the Owner of the levy of the fine and the amount of the fine. Payment of the fine is due within thirty (30) days of the date of the Association's notice to the Owner.

4.1.5 If a fine is issued and notice in accordance with Section 5.1 of this Policy has not been given to the Owner within the preceding six (6) month period, notice in accordance with Section 5.1 of this Policy must be given to the Owner prior to levying a fine.

4.1.6 In accordance with Section 10.6 (3) of the Declaration, fines are "Specific Assessments" and are secured by the Association's lien established in Section 10.8 of the Declaration. The Board of Directors may decrease or waive any fines assessed under this Policy.

4.2 Right of Entry. In accordance with Sections 5.2 and 11.10 of the Declaration, the Association may, but is not obligated to, after providing notice in accordance with Section 5.2 of the Declaration, enter an Owner's Lot and perform an Owner's maintenance responsibilities. All costs incurred by the Association in performing such maintenance will be assessed against the Lot in accordance with Section 10.6 of the Declaration and such

assessment is secured by the Association's lien established in Section 10.8 of the Declaration.

4.3 **Lawsuit.** In addition to all other enforcement actions set forth in this Policy, the Association may file a lawsuit against a Resident for violations of the Policy. The lawsuit may seek for injunctive relief, the recovery of damages, attorney's fees and expenses, and any other remedy available under Texas law. If expedited relief in the form of a temporary restraining order or temporary injunction is required, the Association may file suit without providing notice to the Resident.

5. **Notice.**

5.1 Notice regarding enforcement described in Section 4 must: (a) describe the violation; (b) state a reasonable period of time within which the Owner has to cure the violation and avoid a fine; (c) notify the Owner that a fine will be levied unless the violation is cured within the stated period of time; (d) state the 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.*; and (e) state the Owner has the right not later than the thirtieth (30th) day after the date of the notice to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Deed Restriction Committee appointed by the Board. The notice will also state the Owner has the right to appeal the Deed Restriction Committee's decisions to the Board by written notice to the Board.

5.2 If the violation is a type that exists for only a short period of time, (e.g., a violation that no longer exists as of the date the notice is received by the Owner), the notice must describe the violation and notify the Owner that a fine will be levied if the same violation occurs again within six (6) months. The notice must state the amount of the fine to be levied for each subsequent violation of the Policy.

5.3 If the Board deems it appropriate, the Association may also send any notice provided for in this section to a non-owner Resident who violated the Policy.

5.4 **Hearing.** If an Owner timely requests a hearing before the Deed Restriction Committee, the hearing will be scheduled within thirty (30) days of the date of the request. The Owner will be notified of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Owner is entitled to appeal the Deed Restriction Committee's decision to the Board by written notice to the Board within ten (10) days of receiving the Deed Restriction Committee's decision. No

fine will be levied against the Owner until the conclusion of the scheduled hearing. However, if the Owner does not timely request a hearing before the Deed Restriction Committee, a fine may be imposed in the manner described in the notice. The opportunity to cure the violation and avoid a fine is not required if the Owner was given notice and an opportunity to cure the same or a similar violation at any time within the preceding six (6) months. Upon levying the fine, the Association must give notice to the Owner of the levy.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 15th day of MAY, 2017.

ROYAL OAKS RESIDENTIAL
COMMUNITY OWNERS ASSOCIATION,
INC.

By: Kurt Prohl

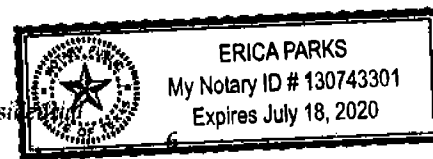
Printed: KURT PROHL

Its: Secretary

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BEFORE ME, the undersigned notary public, on this 16th day of MAY, 2017 personally appeared KURT PROHL, Secretary of Royal Oaks Residential Community Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas



Right of Entry to Perform Owner's Maintenance Responsibility Policy for Royal Oaks Residential Community Owners Association, Inc.

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$76.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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