

**SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of Royal Oaks Residential Community Owners Association, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the instrument entitled "Dedicatory Instruments for Royal Oaks Residential Community Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Royal Oaks Residential Community Owners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Royal Oaks Residential Community Owners Association, Inc." recorded in the Official Public Records of Harris County, Texas under Clerk's File Nos. 2016-349684, 2017-225922 and 2018-171623 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Certificate of Secretary of Royal Oaks Residential Community Owners Association, Inc. regarding Board Resolution adopting Governing Documents Enforcement and Fine Policy.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 15<sup>th</sup> day of May, 2019.

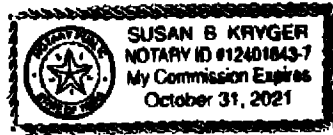
**ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.**

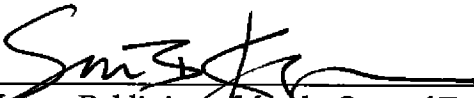
By:   
Jane W. Janeczek, authorized representative

RP-2019-201600

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 15<sup>th</sup> day of May, 2019 personally appeared Jane W. Janecek, authorized representative 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 she executed the same for the purpose and in the capacity therein expressed.



  
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Notary Public in and for the State of Texas

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**CERTIFICATE OF SECRETARY**  
*of*  
**ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.**  
*regarding*  
**BOARD RESOLUTION**  
*adopting*  
**GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, Kurt Probst, Secretary of Royal Oaks Residential Community Owners Association, Inc. ("**Association**"), do hereby certify that at a meeting of the Association's Board of Directors ("**Board**") duly called and held on the 30 day of April, 2019, 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. U257546 ("**Declaration**") provides, in pertinent part:

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

2. Article III, Sections 3.16, 3.17(f) and (i), and 3.23, of the By-Laws of Royal Oaks Residential Community Owners Association, Inc. ("**By-Laws**") 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 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;
- (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; ...

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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 adopt a policy relating to the enforcement of the Declaration and the other governing documents of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration and By-Laws.

4. This Policy supersedes any other policy that provides procedural requirements for enforcement of the Governing Documents of the Association except the "Right of Entry to Perform Owner's Maintenance Policy," filed under Clerk's File No. RP-2017-225922 of the Official Public Records of Real Property of Harris County, Texas and the "Traffic Rules and Enforcement Policy," filed under Clerk's File No. RP-2018-171623 of the Official Public Records of Real Property of Harris County, Texas, as such policies may be amended, which remain in full force and effect.

**WITNESSETH:**

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below:

**Section 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 and other policies of the Association; they are included in this Policy for convenience in reviewing and interpreting this Policy.

- 1.1 **Access Device.** Access Device refers to EZ Tags, dwellingLIVE passes, and any other approved means of granting access without interaction with Association personnel.
- 1.2 **Articles of Incorporation.** The Articles of Incorporation for Royal Oaks Residential Community Owners Association, Inc., filed in the Office of the Secretary of State of Texas on February 25, 2000.
- 1.3 **Association.** Royal Oaks Residential Community Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- 1.4 **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.
- 1.5 **By-Laws.** The By-Laws of the Association, as amended or supplemented.
- 1.6 **Declaration.** The Declaration of Covenants, Conditions, and Restrictions for Royal Oaks Residential Community, as amended or supplemented.

- 1.7 **Governing Documents.** The Declaration, the Articles of Incorporation, and By-Laws of the Association, all guidelines and policies applicable to the Community, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Harris County, Texas.
- 1.8 **Owner.** One or more Persons who hold record title to any 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, if the contract specifically so provides.
- 1.9 **Policy.** This Governing Documents Enforcement and Fine Policy for Royal Oaks Residential Community Owners Association, Inc.
- 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 **Visitor.** Any individual in the Community who is not a Resident. The term includes, but is not limited to, a Resident's invitees and guests, contractors, builders, service providers, and delivery persons.

**Section 2. Introduction**

The Board of Directors has adopted this Policy pursuant to the authority granted to it by the provisions of the Declaration and By-Laws. This Policy is adopted by the Board to facilitate objectives and the intent of the Declaration. All Owners, Residents, and Visitors must comply with the terms and provisions of the Governing Documents. Owners are responsible for and must ensure their Visitors comply with the Rules.

The Association is authorized to pursue the applicable remedies herein as to any Owner or Resident in violation, and as to any Visitor in violation. The Owner is also responsible for actions of his or her Visitors and for ensuring the Visitors' compliance with the Association's Governing Documents. If the Association deems it to be appropriate, the Association is authorized to send any notice to a Visitor.

**Section 3. Types of Violations.**

Section 209.006 of the Texas Property Code refers to curable violations, incurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

- 3.1 **Curable Violations.** By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation<sup>1</sup>;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

3.2 **Uncurable Violations.** A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action.<sup>2</sup> By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. discharging fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. property damage, including the removal or alteration of landscaping; and
- e. holding a garage sale or other event prohibited by the Governing Documents.

3.3 **Violation that is a Threat to Public Health or Safety.** Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable and does not pose a threat to public health or safety or whether the violation is uncurable and/or poses a threat to public health or safety. The "Traffic Rules and Enforcement Policy" provides the procedures to be followed for specific violations stated in that Policy.

If there is a reasonable uncertainty to whether a violation is curable or uncurable, a threat to public health or safety, or subject to the "Traffic Rules and Enforcement Policy," the Board has the authority to determine which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue an enforcement action with respect to a violation or alleged violation if the Board, in its reasonable, good faith judgment, decides that enforcement action is not warranted or necessary.

#### **Section 4. Enforcement - Curable Violations That Do Not Pose a Threat to Public Health or Safety.**

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<sup>1</sup> Parking violations are governed by the Traffic Rules and Enforcement Policy adopted by the Board of Directors.

<sup>2</sup> Traffic violations are governed by the Traffic Rules and Enforcement Policy adopted by the Board of Directors.

If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

- 4.1 **Courtesy Letter (Optional).** Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated period. The Association is not required to send a courtesy letter.
  
- 4.2 **Violation Letter (Optional).** After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:
  - a. a description of the violation;
  - b. the action required to correct the violation;
  - c. the time by which the violation must be corrected; and
  - d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.
  
- 4.3 **Demand Letter.** Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. If the last known address is not the property address within the Association, an additional letter may be sent to the property address to the attention of the Resident. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion. The demand letter will include the following:
  - a. a description of the violation that is the basis for the enforcement action, suspension action, charge, fine or other sanction and any amount due the Association;

- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that if the Owner does not cure the violation by the specified date that a fine will be imposed, that the Owner may be subject to subsequent or continuing fines if the violation is not cured, the amount of the fine and/or description of increasing fines, and the reasonable periods of time between fines in which the violation may be cured to avoid additional fines;
- e. a notice that the Owner may request a hearing, such request to be made in writing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner;
- f. notice that the violation may be turned over to the attorney if not cured, and that the owner shall be liable for reasonable attorney's fees and other reasonable costs incurred by the Association in the efforts of obtaining compliance with the Governing Documents of the Association;
- g. notice that if a hearing is to be held before a committee appointed by the Board, the Owner has the right to appeal the committee's decision by written notice to the Board; and
- h. notice that 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.*) if the Owner is serving on active military duty.

4.4 **Hearing Requested.** If a hearing is properly requested by the Owner, the hearing shall be held not later than the thirtieth (30<sup>th</sup>) day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time, and place of the hearing will be sent not later than the tenth (10<sup>th</sup>) day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.5 **Hearing Not Requested.** If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area as defined in the Declaration with the exception of the streets, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.



- 4.6 **Remedies.** The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration. Further, the right to use the Common Area as defined in the Declaration with the exception of the streets may be suspended, and Access Devices may be deactivated.

In addition to imposing sanctions and levying fines, as provided in Section 7, below, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**Section 5. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.**

- 5.1 **Demand Letter.** Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. If the last known address is not the property address within the Association, an additional letter may be sent to the property address to the attention of the Resident. The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, fine or other sanction and any amount due the Association;
- b. a notice that the Owner may request a hearing, such request to be made in writing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner;
- c. notice that if a hearing is to be held before a committee appointed by the Board, the Owner has the right to appeal the committee's decision by written notice to the Board; and
- d. notice that 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.*) if the Owner is serving on active military duty.

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- 5.2 **Hearing Requested.** If a hearing is properly requested by the Owner, the hearing shall be held not later than the thirtieth (30<sup>th</sup>) day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the tenth (10<sup>th</sup>) day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.
- 5.3 **Remedies.** Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area as defined in the Declaration with the exception of the streets, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration. Further, the right to use the Common Area as defined in the Declaration with the exception of the streets may be suspended, and Access Devices may be deactivated.

In addition to imposing sanctions and levying fines, as provided in Section 7, below, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

#### **Section 6. Subsequent Violation.**

If an Owner has been given notice in accordance with Section 4 or Section 5 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines, impose sanctions, suspend the Owner's right to use the Common Area as defined in the Declaration with the exception of the streets, or deactivate Access Devices without sending another demand for compliance.

#### **Section 7. Sanctions.**

Owners are responsible for the actions of the Residents of and Visitors to their Lot. All sanctions levied for violations by Residents and Visitors will be imposed upon the Owner unless otherwise specified below.

- 7.1 **Fines.** Subject to the notice provisions set forth in Section 4 or Section 5 of this Policy, as applicable, the Association may impose monetary fines against an Owner as a result of a violation pursuant to the "Schedule of Fines," attached hereto as Exhibit "A" and incorporated herein, as approved by the Board of Directors. Any fines imposed against an Owner will be the personal obligation of the Owner and a lien upon the Lot of the violator. The Association also reserves the right to increase the amount of the fine for a given violation, if deemed appropriate by the Board due to severity, seriousness, extent, or wrongful nature of the applicable violation.

7.2 **Continuing Fines.** Should a violation continue past the date of Notice, the Association may impose ongoing fines until such time as the violation is cured, subject to the Owner’s right to request a hearing. The frequency and escalation of fines levied will be in accordance with the “Schedule of Fines,” as it may be amended from time to time. The Association reserves the right to increase the amount of any fine or continuing fine for a given violation, if deemed appropriate by the Board due to severity, seriousness, extent, duration, or wrongful nature of the applicable violation.

7.3 **Access Device Deactivation.** If the violation is not cured within thirty (30) days from the date of the Notice for Curable Violations, or the fine is not paid within thirty (30) days from the date of the Notice for Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety, the Association may deactivate any Access Device(s) assigned to or associated with the Owner’s property. During the time the Access Device(s) are deactivated, the Owner, Resident(s), and their Visitors will be required to utilize the manned gates for ingress and egress to the Community.

Before an Access Device is deactivated, the Association must send notice to the Owner advising of the Association’s intention to deactivate the Access Device(s) if the violation is not cured or fines are not paid. Pursuant to Section 209.007 of the Texas Property Code, the notice shall provide the Owner with an opportunity to submit a written request for a hearing before the Board of Directors or its designated Committee within thirty (30) days from the date notice is received.

Access Devices may be reactivated after (i) confirmation the violation has been corrected; (ii) all fines and charges related to the violation have been paid in full; and (iii) payment to the Association of an Access Device reactivation fee in an amount determined by the Board but not to exceed \$25.00.

7.4 **Lawsuit.** If a violation persists for one hundred twenty (120) days without resolution, the Association may turn the violation over to the Association’s attorney to pursue further legal recourse. In addition to all other enforcement actions set forth in this Policy, the Association may file a lawsuit against an Owner or Resident for violations of the Policy. The lawsuit may seek injunctive relief, the recovery of damages, attorney’s fees, expenses, and any other remedy available under Texas law. The Association retains the right to impose continuing fines in accordance with Section 7.2 of this Policy while a lawsuit is pending.

7.5 **Expedited Injunctive Relief.** The Association is not required to provide notice to the Owners if the Association seeks expedited relief in the form of a temporary restraining order or a temporary injunction.

*[Signature Page Follows.]*



EXHIBIT "A"

**ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.  
SCHEDULE OF FINES**

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VIOLATION TYPE	AMOUNT OF INITIAL FINE
Trash/Trash Container Violation	\$ 75.00
Animal/Pet Violation	\$ 250.00
Sign Violation	\$ 250.00
Garage, Estate, or Rummage Sale Violation	\$ 500.00
Leasing Violation	\$ 500.00
Violation of Single-Family Residential Purpose Restriction	\$ 500.00
Noise/Nuisance Violation	\$ 500.00
Other Violations Not Specified in this Schedule	\$ 250.00
Unapproved Modification	\$ 2,500.00
Ongoing Violation	For each successive period of time, double the fine previously imposed.

The Board of Directors has the discretion to determine the successive periods of time for which the prior fine will be doubled if the violation is not corrected.

If the Declaration sets forth the amount of a fine for a violation that is different than the amount of the fine set forth above, the amount set forth in the Declaration controls.

This Schedule of Fines may be amended and/or supplemented from time to time as deemed appropriate by the Board of Directors.

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# Pages 14  
05/15/2019 12:10 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$64.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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