

HUNTERS POINT PROPERTY OWNERS ASSOCIATION

Policy Resolution: Deed Restriction Related Formal Complaints & Deed Restriction Enforcement Procedures

Purpose: To provide further transparency, assure the Hunters Point Property Owners Association (the “HPPOA”) members of the Board of Directors’ (the “Board”) commitment and adherence to integrity in our practices, and to provide a framework for our [Revised Deed Restrictions and Covenants \(the “Deed Restrictions”\)](#), this policy and procedure is hereby adopted by the Association.

Note: Formal Complaints are for deed restriction violations only. All other issues must be handled through respectful compromise, law enforcement involvement, mediation, or the court system. The Board can recommend a mediator, but beyond that cannot become involved in non-deed-restriction matters.

1. An Owner making a formal complaint (the “Complainant”) communicates an alleged [Deed Restriction](#) violation to the offending neighbor, either verbally or in writing.
 - a. Complainant records the alleged offending neighbor’s response.
 - b. If the alleged offending neighbor resolves the issue, it ends here.
 - c. If no resolution, then proceed to Step 2.

If anytime an Owner feels threatened, or in danger and feels inappropriate to directly contact a neighbor due to either direct confrontation or damage to property as a consequence, they should immediately proceed to Step 3. Please include reasons for not trying to resolve with Neighbor directly.

2. Complainant communicates alleged [Deed Restriction](#) violation to neighbor a second time, either verbally or in writing.
 - a. Complainant records the alleged offending neighbor’s response.
 - b. If the alleged offending neighbor resolves the issue, it ends here.
 - c. If not, then proceed to Step 3.
3. Complainant fills out the [Formal Complaint Form \(Exhibit A\)](#), available online, and delivers the form to the Board via email, or via the black mailbox located near the neighborhood mailboxes. If the Complainant has evidence, that evidence is included with the form.
4. In writing, the Board acknowledges receipt of the [Formal Complaint Form](#) and evidence, if provided.
5. The Board determines if the Formal Complaint and evidence are in violation of the [Deed Restrictions](#). The Board sends a copy of the Formal Complaint to the alleged offending neighbor and advises of the Board’s decision as to whether the offense constitutes a [Deed Restriction](#) violation. If the Complainant elects to not be identified to the alleged offending neighbor, then the Complainant’s name is redacted on the Formal Complaint Form.
 - a. If determined that a violation has not occurred and it is not an HPPOA matter, the Board sends formal notices to both the Complainant and the alleged offending neighbor stating that the complaint does not constitute a [Deed Restriction](#) violation. In addition, the Board sends both parties the contact information for a mediator. Should the parties decide to move forward with

professional mediation, then that mediation will be paid for by the parties. The property owners may: work the issue out between themselves; work it out in mediation; involve law enforcement; or involve the court system.

- b. If determined that a violation has occurred, the Board will immediately follow [State of Texas Property Code, Title 11 Restrictive Covenants, Chapter 209.006\(b\)](#).
6. If the violation is repeated within a period of six (6) months of the initial formal notice, the Board will immediately follow [State of Texas Property Code, Title 11 Restrictive Covenants, Chapter 209.006\(d\)](#).
 - a. After an affirmative decision by the Board or after the expiration of the written notice, the HPPOA may take any or all of the following actions:
 - i. Issue a warning notification.
 - ii. Impose a fine in accordance with [Article II, paragraph 2.22 of the Deed Restrictions](#).
 - iii. Instruct the HPPOA's attorney to send a letter of demand and, if necessary, proceed to file suit. Any legal expenses and fees incurred shall be assessed to the Owner.
 - iv. Take other action as may be appropriate.
 7. Fines and damage assessments against an Owner will be assessed against the Owner's lot. The Owner will be responsible for the actions of all residents, guests, and invitees of the Owner. Any fines or damage assessments against such residents, guests, and invitees will also be assessed against the Owner's lot.
 8. In addition to the fines and damage assessments, violations by non-Owners may also result in the violator being denied access to the Community.
 9. Upon receipt of either a first or a second formal notice of [Deed Restriction](#) violation, the alleged Owner may provide a written reply to the Board. This response will be kept on record with the initial complaint and notice. A written response will not be considered a request for a Formal Hearing unless a Formal Hearing is specifically requested in the response within 30 days of the Formal Notice. Any requested hearing will be followed according to the State of Texas Property Code, Title 11 Restrictive Covenants, [Chapter 209.006\(b\)\(2\)](#). Also note the [HPPOA Hearings Policy](#).
 10. If the request for an opportunity to be heard is received by the HPPOA from the Owner within thirty (30) days from the date of the written notice, a hearing shall be scheduled before the Board. Such a hearing shall take place within thirty (30) days at the date and time set by the Board.

These procedures are in addition to any other remedies legally available to the HPPOA.

As adopted at a joint meeting of the Board on September 21, 2023.

This policy is adopted under the following guidance:

[State of Texas Property Code, Title 11 Restrictive Covenants, Chapter 209](#), Texas Residential Property Owners Protection Act, Section 209.006, Notice required before Enforcement Action. Should anything in this policy or procedure conflict or be contrary to the state code, the State Regulations will supersede all other guidance.

Article III, Section (j) of the [Articles of Incorporation](#) of the Hunters Point Property Owners Association (the Association) empowers the Association to insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the recreation, health, safety and social welfare of the resident of the Properties; and

Article IV, Section 1 of the [Bylaws](#) of the Association empower the management of the Association to be conducted by the Board of Directors; and

Article I, paragraph 1.03 of the [Revised Deed Restrictions and Covenants](#) for Hunters Point Subdivision (Deed Restrictions) allow for enforcement by proceedings at law or in equity against any persons or parties violating or attempting to violate any restrictions, covenants, or terms; and

Article IV, paragraph 4.02 and Article V, paragraph 5.02 of the [Deed Restrictions](#) allow for the Board of Directors to be responsible for the setting and enforcement of rules and regulations governing the use of the common areas; and

The need to establish procedures for the equitable and uniform enforcement of the provisions of the recorded Covenants, Conditions, and Restrictions filed of record in the real property records of Montgomery County, Texas, affecting property located with Hunters Point Subdivision and the Rules and Regulations adopted by the Association.