

RESTRICTIONS ENFORCEMENT AND FINE POLICY
for
PALMERA PARK CORP.

PALMERA PARK CORP., a Texas nonprofit corporation ("**Association**"), acting herein and through its, President files this Restrictions Enforcement and Fine Policy ("**Policy**").

RECITALS

WHEREAS, the following subdivisions (collectively, "**Subdivision**") were deed-restricted originally by the Protective Subdivision Covenants dated September 26, 1978, recorded in Volume 1145, Page 520, Official Records of the Cameron County Clerk, Cameron County, Texas ("**Original Declaration**"):

Palmera Heights being a Mobile Home Park (B), in Cameron County, Texas, according to Map of said Subdivision recorded in Vol. 33, Page 34, Map Records of Cameron County, Texas, being a subdivision of 9.598 acres, out of Block 4, Collins Subdivision, Cameron County, Texas; and

Palmera Heights Subdivision, Unit Number Two (2), being a Mobile Home Park Type "B," according to Map of said Subdivision recorded in Cabinet 1, Page 57B, of the Map Records of Cameron County, Texas, being a Subdivision of 16.266 acres out of Block 4, Collins Subdivision, Cameron County, Texas.

WHEREAS, the Original Declaration may be amended at any time by a 2/3rd majority vote of the landowners of the subdivision, and the Original Declaration provided that any lot owner may enforce such deed restrictions, as may be amended.

WHEREAS, following the recording of the Original Declaration, the Subdivision's developer, as trustee, conveyed Lots 48, 49, 50, and 51, Palmera Heights Subdivision, a Mobile Home Park "B." in Cameron County, Texas, according to Map of said subdivision recorded in Volume 33, Page 34, of the Map Records of Cameron County, Texas ("**Clubhouse**") to the Association, which is a non-profit, property/home owners association for governance of the Subdivision, by Warranty Deed recorded in Volume 1357, Page 266, Official Records of the Cameron County Clerk, Cameron County, Texas ("**Clubhouse Deed**").

WHEREAS, the Clubhouse Deed granted the Association authority to levy assessments or charges against the owners within the Subdivision for the reasonable and necessary maintenance, repair, and improvement of the lots conveyed by the Clubhouse Deed and of the recreational improvements and facilities thereon situated.

WHEREAS, the Original Declaration was subsequently amended by the (a) Amendment to Declaration of Covenants Conditions and Restrictions of Palmera Heights Subdivision and Palmera Heights Subdivision, Unit Two recorded in Volume 4235, Page 12, Official Records of the Cameron County Clerk, Cameron County, Texas, and (b) Amendment to Declaration of Covenants, Conditions and Restrictions of Palmera Heights Subdivision and Palmer Heights Subdivision, Unit Two of Palmera Heights Subdivision recorded in Volume 7003, Page 158,

Official Records of the Cameron County Clerk, Cameron County, Texas, to confirm that the Subdivision constitutes housing for persons over the age of 55 years old as more particularly described therein.

WHEREAS, the Original Declaration was again amended by instrument dated January 16, 2018, and recorded as Document Number 5721, Official Records of the Cameron County Clerk, Cameron County, Texas, which evidenced the governance of the Subdivision by the Association and granted the Association the ability to levy fines to enforce the deed restrictions on the Subdivision (collectively, the Original Declaration and all amendments will be referred to as the ("Restrictions"))

NOW, THEREFORE, the Board of Directors for the Association ("Board"), in furtherance of the Association's existing right to levy fines and to enforce the Restrictions, desires to adopt a policy relating to the enforcement of the Restrictions, and the following Policy supersedes and replaces any previously recorded fine and enforcement policy.

1. **Types of Violations.** - The types of violations are addressed below.

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

1.1.1. a violation of Article 9 of the Declaration concerning travel trailers, or motor homes and recreational vehicles to be located in the Subdivision in excess of the permitted temporary basis

1.1.2. a maintenance violation including the following:

- o Worn paint on siding and/or trim
- o Fencing in need of completion, repair or re-staining
- o Roof in need of repair/shingle replacement
- o Siding or trim in need of replacement, etc.

1.1.3. Landscaping violations:

- o overgrown lawn grasses
- o overgrown or excessive weeds
- o trees and/or vegetation in need of trimming, etc.

1.1.4. blatant violations

- o Construction defaults and making modifications without approval as required by the Declaration
- o destruction or damage to Common Areas

1.1.5. Nuisance violations

- o trash cans visible from the street
- o hanging clothes outside
- o debris in front yard, etc.
- o an ongoing noise violation such as a barking dog, or other continuing noxious activity
- o parking
- o signs
- o animal related

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

- 1.2.1. an act constituting a threat to health or safety;
- 1.2.2. discharging fireworks;
- 1.2.3. a noise violation that is not ongoing including late night and excessively noisy parties; and
- 1.2.4. holding a garage sale or other event prohibited by the Restrictions.

1.3. **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. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue 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.

2. **Enforcement** –

2.1. **Curable Violations That Do Not Pose a Threat to Public Health or Safety.** 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 required 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:

2.1.1. **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 time period. The Association is not required to send a courtesy letter.

2.1.2. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, 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:

- 2.1.2.1. a description of the violation;
- 2.1.2.2. the action required to correct the violation;
- 2.1.2.3. the time by which the violation must be corrected; and
- 2.1.2.4. 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.

2.1.3. **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. 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.

2.1.3.1. **Content of the Demand Letter** – The demand letter will include the following:

- 2.1.3.1.1. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- 2.1.3.1.2. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- 2.1.3.1.3. 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 will not be assessed for the violation;
- 2.1.3.1.4. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- 2.1.3.1.5. 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.

2.1.3.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30 th 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 10th 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.

2.1.3.3. 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, 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.

2.1.3.4. 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 Restrictions. Further, the right to use the Common Area may be suspended. In addition to charging fines, as provided below, the Association reserves the right under the Restrictions and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

3. Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. 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.

3.1. Content of the Demand Letter – The demand letter will include the following:

- 3.1.1. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- 3.1.2. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- 3.1.3. notice that 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.

3.2. Hearing Requested – If a hearing is properly requested by the Owner, the hearing must be held not later than the 30 th 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 10th 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.

- 3.3. **Remedies** – Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, 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 attorneys' 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 may be suspended.

In addition to charging fines, 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.

4. **Subsequent Violation.** If an Owner has been given notice in accordance with Section 2 or Section 3 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 or suspend the Owner's right to use the Common Area without first sending another demand for compliance.
5. **Fines.** Subject to the notice provisions set forth in Section 2 or Section 3 of this Policy, as applicable, the Board for the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. The Board of Directors of the Association may adopt and modify from time to time a schedule of fines for various types of violations. Any fine levied by the Association is cumulative and secured by the lien established in Restrictions. A fine is also the personal obligation of the Owner.
- Article 9 Violations- violation of covenant concerning travel trailers, motor homes and recreational vehicles located in the Subdivision in excess of the permitted temporary basis.
 - Nuisance violations
 - trash cans visible from the street
 - hanging clothes outside
 - debris in front yard, etc.
 - noxious activity such as late night and excessively noisy parties
 - parking
 - signs
 - animals

- Landscaping violations:
 - overgrown lawn grasses
 - overgrown or excessive weeds
 - trees and/or vegetation in need of trimming, etc.
- Maintenance violations
 - Worn paint on siding and/or trim
 - Fencing in need of completion, repair or re-staining
 - Roof in need of repair/shingle replacement
 - Siding or trim in need of replacement, etc.
- Blatant violations
 - Construction defaults and making modifications without approval as required by the Declaration
 - destruction or damage to Common Areas

Initial Fine Schedule:

- Article 9 Violations- \$_____ for each week the violation is not cured or reoccurs within 90 days from the latest notice of enforcement action. Said amount is intended to be reflective of 200% of the estimated monthly cost of storing the travel trailers, motor homes, and recreational vehicles outside of the Subdivision as determined by the Board in its sole discretion
- Nuisance violations \$25 for each occurrence
- Landscaping violations \$50 for each week the violation is not cured or reoccurs within 180 days from the latest notice of enforcement action
- Maintenance violations \$100 for each month the violation remains uncured
- Uncurable violations, Blatant violations, or other violations: \$200.00 to \$2,000.00 per occurrence or per month until cured as determined by the Board. In relation to destruction or damage to Common Areas, the fine will be in addition to the costs of repairing the Common Areas.

[SIGNATURE PAGE FOLLOWS]

The undersigned verifies the above policy was duly adopted.

PALMERA PARK CORP.

By: _____

Name:

Its: President

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on this ____ day of _____,
202__, by _____, President of Palmera Park Corp., a Texas nonprofit
corporation, on behalf of said corporation.

Notary Public, State of Texas