

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
CYPRESS COVE MAINTENANCE ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

The undersigned, being the authorized representative of Cypress Cove Maintenance Association (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instruments for Cypress Cove Maintenance Association", "Supplemental Notice of Dedicatory Instruments for Cypress Cove Maintenance Association" and "Supplemental Notice of Dedicatory Instruments for Cypress Cove Maintenance Association" recorded in the Official Public Records of Real Property of Comal County, Texas under Clerk's File Nos. 201806021036, 201806023648 and 201806031523 (the "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:

- **Governing Documents Enforcement Policy for Cypress Cove Maintenance Association.**

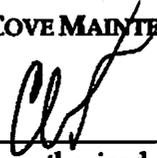
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Comal 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 Notice is a true and correct copy of the original.

Executed on this 31st day of October, 2018.

CYPRESS COVE MAINTENANCE ASSOCIATION

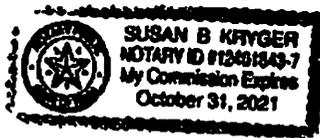
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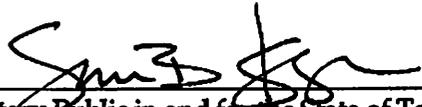


Cliff Davis, authorized representative

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31st day of October, 2018 personally appeared Cliff Davis, authorized representative of Cypress Cove Maintenance Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

GOVERNING DOCUMENTS ENFORCEMENT POLICY
for
CYPRESS COVE MAINTENANCE ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

I, Kristi Walker, Secretary of Cypress Cove Maintenance Association (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 13th day of September, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Paragraph 19, of the Restrictions, authorizes the Association to enforce all covenants, conditions and restrictions set forth in the Restrictions.

3. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action.

4. The Board of Directors desires to adopt a policy relating to the enforcement of the Restrictions and the other Governing Documents of the Association consistent with Section 209.006 of the Texas Property Code.

5. This Policy supersedes and replaces any previously recorded enforcement policy.

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 following meanings:

- 1.1. **Bylaws** - The "Amended By-Laws of Cypress Cove Maintenance Association" recorded in the Official Public Records of Real Property of Comal County, Texas under Clerk's File No. 201706002771.

- 1.2. **Restrictions** - means the following:
 - a. Documents:

- (1) Restrictions on Cypress Cove, Section 1.
- (2) Reservations, Restrictions, Covenants and Easements.
- (3) Restrictions on Cypress Cove, Section 3.
- (4) Restrictions on Cypress Cove, Section 4.
- (5) Restrictions on Cypress Cove, Section 5.
- (6) Restriction, Easements and Reservations on Cypress Cove, Section 6.
- (7) Restrictions on East Ridge of Cypress Cove.
- (8) Restrictions on Cypress Cove, Section 8.
- (9) Restrictions of Cypress Cove, Section 9.
- (10) Restrictions of Cypress Cove, Section 10.
- (11) Restrictions of Cypress Cove, Section 11.
- (12) Restrictions (Cypress Cove, Section 12).

b. Recording Information:

- (1) Volume 127, Page 562, *et seq.* of the Real Property Records of Comal County, Texas.
- (2) Volume 133, Page 54, *et seq.* of the Real Property Records of Comal County, Texas.
- (3) Volume 132, Page 613, *et seq.* of the Real Property Records of Comal County, Texas.
- (4) Volume 133, Page 205, *et seq.* of the Real Property Records of Comal County, Texas.
- (5) Volume 134, Page 460, *et seq.* of the Real Property Records of Comal County, Texas.
- (6) Volume 137, Page 32, *et seq.* of the Real Property Records of Comal County, Texas.
- (7) Volume 151, Page 635, *et seq.* of the Real Property Records of Comal County, Texas.
- (8) Volume 151, Page 631, *et seq.* of the Real Property Records of Comal County, Texas.
- (9) Volume 161, Page 79, *et seq.* of the Real Property Records of Comal County, Texas.
- (10) Volume 161, Page 342, *et seq.* of the Real Property Records of Comal County, Texas.
- (11) Volume 182, Page 145, *et seq.* of the Real Property Records of Comal County, Texas.
- (12) Volume 350, Page 635, *et seq.* of the Real Property Records of Comal County, Texas.

- 1.3. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Restrictions.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **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;
- 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.

2.2. **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:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **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.

Section 3. Enforcement - 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:

3.1. **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.

3.2. **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:

- 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, other enforcement action may be initiated.

3.3. **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.

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

- a. a description of the violation that is the basis for the enforcement action, suspension action, or charge 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 or charge;
- 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 suspension of Common Area

privileges;

- d. 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
- e. 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.

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

3.6. **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. 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.

3.7. **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 other remedies, 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 4. 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.

4.1. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, or charge and any amount due the Association;
- b. 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
- c. 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.

4.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th 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.

4.3. **Remedies** - Regardless of whether the Owner requests a hearing, 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 Restrictions. Further, the right to use the Common Area may be suspended.

In addition to other remedies, 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 should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 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 suspend the Owner's right to use the Common Area without first sending another demand for compliance.

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

TO CERTIFY which witness my hand this 25 day of October, 2018.

