



COMMERCIAL DEDICATORY INSTRUMENT ENFORCEMENT AND FINE POLICY

For

HIDEAWAY ON THE GULF PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF BRAZORIA §

I. PURPOSE

The purpose of this Policy is to establish a process relating to the enforcement of the Dedicatory Instruments (as that term is defined in the Texas Property Code) for the commercial component of Hide-A-Way on the Gulf ("The Hideaway") and imposing fines for violations of the Dedicatory Instruments.

II. APPLICABILITY AND AUTHORITY

This Policy applies to the following entities and encumbers that property restricted by the Covenant and Declaration (defined below):

1. Hideaway on the Gulf Property Owners Association (POA) as referenced in the Declaration of Covenants, Conditions and Restrictions for Hideaway on the Gulf, recorded under Clerk's File No. 2022018334 in the Official Public Records of Brazoria County, Texas (the "Declaration"), as same may be amended from time to time, and any other property which has been or may subsequently be annexed thereto and made subject to the authority of the POA.

Any reference to "Board", "Boards", "Association" or "Associations" applies to all of the above-mentioned entities. The Board is authorized by its respective Dedicatory Instruments to adopt policies pertaining to the governance of the Association that it serves. Any reference in this Policy to "Lot" or "Owner" has the corresponding meaning ascribed to that term in the Declaration or Covenant, as applicable. In the event of a conflict between the terms of this Policy and any previously adopted rules, covenants, regulations and/or policies addressing Dedicatory Instrument enforcement and fines, Covenants shall control.

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Policy shall in no way affect any of the other covenants, restrictions, conditions, or provisions which shall remain in full force and effect.

PROCEDURES

A. DEDICATORY INSTRUMENT ENFORCEMENT

In an effort to provide Association Owners with a better understanding of the process of Dedicatory Instrument enforcement and related fines, the Board of the POA has adopted the following Policy. Please review the applicable Association's Dedicatory Instruments and Commercial Design Guidelines of the CCR's to become familiar with those items that are considered violations, as well as the type of enforcement action that may be taken.

Owners will be given a reasonable time to cure deed restriction violations. The time period given to correct violations will be fifteen (15) days. However, the time period given may vary in relation to the difficulty, planning and expense associated with rectifying the violation which shall be determined in the sole discretion of the applicable Association Board. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted.

Procedure as follows:

1. Courtesy Letter:

Upon verification of a violation, a Courtesy Letter may be sent to the Lot Owner stating:

- a) A description of the Dedicatory Instrument violations).
- b) The action required to correct the violation(s); and
- c) The time (a minimum of 15 days, unless the violation is of a nature that, in the Board's discretion, must be cured in a shorter time period) by which the violation must be corrected.

2. Violation Letter

After the expiration of any time periods given to cure the violations under the Courtesy Letter (if any) or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Owner, either via regular U.S. mail postage prepaid, overnight delivery by a private courier, hand delivery, via email or facsimile transmission. Depending on the severity of the violation and/or the history of the Owner, this may be the first letter sent as determined in the sole discretion of the Board. The Violation Letter will state:

- a) A description of the deed restriction violations(s).
- b) The action required to correct the violation(s).

- c) The time (a minimum of 15 days, unless the violation is of a nature that, in the Board's discretion, must be cured in a shorter time period) by which the violation must be corrected.
- d) That if the violation is not corrected within the time allowed or if there is a subsequent violation of the same restriction, any other restriction set forth in the Dedicatory Instruments for the Association or on the attached Fine Schedule, that a fine may be imposed and/or the Association may exercise its right to enter upon the violating Owner's Lot and cure such violation at the Owner's expense.

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. This letter will be sent by both first class and certified mail. The Demand Letter may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records, as well as by any other method that the Board determines that the Demand Letter may be received by the Owner. Depending on the severity of the violation and/or the history of previous violations on the Owner's property, this may be the first letter sent (rather than a Courtesy Letter and/or a Violation Letter) as determined in the sole discretion of the Board. This letter will state:

- a) A description of the Dedicatory Instrument violation(s).
- b) The action required to correct the Dedicatory Instrument violation(s).
- c) That the matter may be turned over to the Association's legal counsel and additional charges, including legal fees, will be incurred which will be added to the Owner's assessment account.
- d) The proposed sanction or fine to be imposed.
- e) That a reasonable period of time will be given, to be determined in the sole discretion of the Board, to cure the violation and avoid the fine, unless notice and opportunity to cure a similar violation was given within the previous six months.
- f) A written appeal of the fine and request for a formal hearing by the board may be sent via certified letter to the Board to 503 Anchor Dr Freeport, TX 77541 within 30 days from the date of the notice setting forth the fine, which written appeal must contain any evidence that supports such Owner's request for such appeal. The

board will set a hearing within 30 days of receiving notice and will notify the Owner of the Hearing time and place. If no request is received, future requests for waiver of any fines imposed for the Dedicatory Instrument violation will not be allowed.

4. After an affirmative decision by the Board, or after the expiration of the time period provided in 3(e) above, the fine may accrue as of the first (1st) date of the subsequent Dedicatory Instrument violation.
5. If, in the reasonable opinion of the Board, any Owner fails in such Owner's obligations to keep its property, Driveways, Fences and landscaping in accordance with Community-Wide Standards, the Board may cause to be performed such repair and maintenance if the Owner fails to fulfill this duty after fifteen (15) days written notice (unless the violation is of a nature that, in the Board's discretion, must be cured in a shorter time period) to such Owner. The Owner shall be personally liable for the cost of such work and will reimburse the Association for the costs incurred within twenty (20) days from the date the Board sends an invoice for such work. If the Owner fails to reimburse the Association, a special assessment may be levied against such Owner's Tract, which assessment shall bear interest at the maximum lawful rate from the date the amount is advanced by the Associations until such amount is paid by the Owner against whom it is assessed.
6. If the violation is in the form of unauthorized construction, or of a type that is causing danger or nuisance to the community, and time is of the essence, as determined in the sole discretion of the Board, the matter may immediately be turned over to the Association's legal counsel for pursuit of a temporary injunction and/or permanent injunction.
7. The Board is authorized to impose lesser fines or no fine at all for Dedicatory Instrument violation(s), as determined by the Board in its sole and absolute discretion.
8. Nothing contained herein, not otherwise required by the Declaration or Covenant, as applicable, shall require the Boards to take any of the specific actions contained herein. The Boards shall have the right, but not the obligation, to evaluate each deed restriction violation on a case-by-case basis as in its best judgment it deems reasonable.

9. If the deed restriction violation is not resolved, either by curing the violation or entering into a written plan to cure that is agreed to by the board in writing, within 30 days of the third and payment of any fines thereof, then:
 - a) The property owner, including all family members and guests, will have the use of all Common Areas suspended. (Swimming Pool, Boat Ramp and Club House)

- b) Suspended property owners who continue to use the Common Areas after suspension will be **prosecuted for trespassing.**
- c) The property owner may be subjected to additional fines for non-compliance.

III. SCHEDULE OF FINES

As permitted under the Dedicatory Instruments, the Boards have the right to set rules and regulations and impose fines if necessary to achieve compliance with the Dedicatory Instruments. Below are the fines that were approved by the Boards associated with some common violations. Fines may be levied upon observance of the violation. These categories are for reference only and may apply to other situations. Fine amounts may be increased at the discretion of the Boards. All fines are per item.

Payment of the fine amount does not grant a variance for the violation. All violations must be corrected to come into compliance. If there is a subsequent violation of the same rule the fine amount will double with each subsequent violation.

For damage to Association maintained communal areas including, but not limited to, irrigation damage, turf damage, electrical, flatwork/curbing, charges will be billed at cost plus 20% administrative fee for substantial repair to previous condition.

The Associations reserve the right to amend and update this Policy without notice.

Construction-Building and Property Modifications	Fine
Pre-construction meeting not held in advance of construction commencement	\$ 1,000.00
Construction (placement of forms, slab, framing, etc.) commences before final plans approved	\$ 2,000.00
Construction or modifications not in accordance with approved plans	\$2,000.00
Certificate of Compliance not requested	\$ 1,000.00
Requests for variances "after the fact"	\$ 3,000.00
Sufficient off-street parking not provided or not used during construction	\$ 1,000.00
Site Maintenance (During Construction)	Fine
Construction debris not controlled with fencing, etc.	\$ 1,000.00
Debris and materials improperly stored on site or on street	\$ 500.00
Sediment control not in place or not properly maintained	\$ 1,000.00
Site not cleaned on Fridays at end of day	\$ 500.00
Streets not maintained daily (debris, spilled concrete, etc.)	\$ 500.00
Temporary construction office location not approved	\$ 1,000.00
Trash enclosures not used or erected as approved, or trash removal insufficient	\$1,000.00
Site Maintenance (Developed)	Fine
Landscaping not maintained to community wide standards (lawn maintenance, shrubs, trees, dead plants, etc.)	\$ 500.00
General maintenance and upkeep (painting, power washing, trash removal, fencing, etc.)	\$ 500.00
Signage	Fine
Unauthorized inflatables, etc. on property	\$ 500.00
Building signage (permanent) installed without approval or not as approved	\$ 500.00
Temporary sign installed without approval or not consistent with design standards	\$ 500.00
Other	Fine
Common Area Rule & Enforcement Guidelines Violation (if not listed in CCRs)	\$ 250.00
Dumping on any site other than homeowners property in Hideaway on the Gulf	\$ 500.00
Failure to prepare site for weather related emergencies	\$ 500.00
Other fines - See Hideaway on the Gulf's Fourth amended CCRs	

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Common Areas Policy was approved by 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 Brazoria County, Texas.

TO CERTIFY which witness my hand this the 28th day of December, 2023.

**HIDE-A-WAY ON THE GULF PROPERTY OWNERS
ASSOCIATION, INCORPORATED**


Signature of President

Print Name: Lynda Beth Hudgins

CERTIFICATION
HIDEAWAY on the GULF PROPERTY OWNERS ASSOCIATION

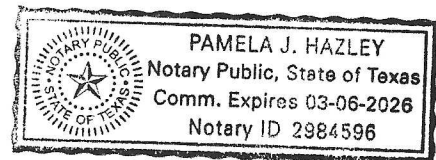
THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned notary public, on the 28th day of December, 2023 personally appeared Lynda Beth Hudgins, President of Hide-A-Way on the Gulf Property Owners Association, Incorporated, 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



FILED and RECORDED

Instrument Number: 2023057550

Filing and Recording Date: 12/29/2023 12:19:03 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-lissete