



NOTICE OF DEDICATORY INSTRUMENTS
for
GRANBERG HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF ATASCOSA §

The undersigned, being the authorized representative of Granberg Homeowners Association ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Granberg, a subdivision in Atascosa County, Texas according to the map or plat thereof recorded under 354B and Instrument No. 201900009 of the Plat Records of Atascosa County, Texas and all amendments to or replats of said maps or plats, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) Declaration of Restrictive Covenants of the The Granberg Subdivision.

 - b. Recording Information:
 - (1) Atascosa County Clerk's File No. 199465.

3. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in above, the following documents are Dedicatory Instruments governing the Association:
 - a. Display of Religious Items Policy for Granberg Homeowners Association.
 - b. Bid Solicitation Policy for Granberg Homeowners Association.
 - c. Security Measures Policy for Granberg Homeowners Association.
 - d. 209 Hearing Policy for Granberg Homeowners Association.
 - e. Residential Dedicatory Instrument Enforcement and Fine Policy for Granberg Homeowners Association.

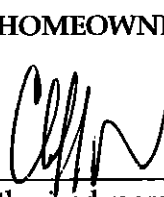
True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Atascosa 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 Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 13th day of September, 2021.

GRANBERG HOMEOWNERS ASSOCIATION

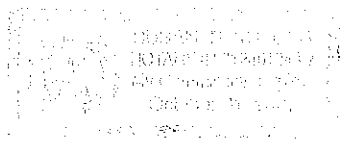
By:



Cliff Davis, authorized representative

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 13th day of September, 2021 personally appeared Cliff Davis, authorized representative of Granberg Homeowners 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

DISPLAY OF RELIGIOUS ITEMS POLICY
for
GRANBERG HOMEOWNERS ASSOCIATION

STATE OF TEXAS

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COUNTY OF ATASCOSA

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I, Leslie Sweet-Juarez, Secretary of Granberg Homeowners Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 8 day of September, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Display of Religious Items Policy is that property restricted by the Declaration of Restrictive Covenants for The Granberg Subdivision, recorded in the Official Public Records of Real Property of Atascosa County, Texas, under Clerk's File No. 199465, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.

3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.

4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

ACC Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an Architectural Control Committee

("ACC") application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require ACC approval. All other religious displays shall require ACC approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require ACC approval.
- b. Seasonal religious holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than 60 days before and 30 days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an ACC application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items 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 Atascosa County, Texas.

TO CERTIFY which witness my hand this the 10 day of September, 2021.

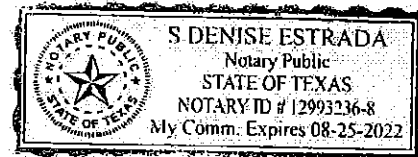
GRANBERG HOMEOWNERS ASSOCIATION

By: Leslie Sweet

Printed: Leslie Sweet-Juarez

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Atascosa §



BEFORE ME, the undersigned notary public, on this 10th day of September, 2021 personally appeared Leslie Sweet-Juarez, Secretary of Granberg Homeowners 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.

S. Denise Estrada
Notary Public in and for the State of Texas

BID SOLICITATION POLICY
for
GRANBERG HOMEOWNERS ASSOCIATION

STATE OF TEXAS §
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COUNTY OF ATASCOSA §

I, Leslie Sweet-Juarez Secretary of Granberg Homeowners Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 8 day of September, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Bid Solicitation Policy is that property restricted by the Declaration of Restrictive Covenants for The Granberg Subdivision, recorded in the Official Public Records of Real Property of Atascosa County, Texas, under Clerk's File No. 199465, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 209.0052(c) of the Texas Property Code (the "Code") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).
4. This Bid Solicitation Policy ("Policy") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the

administration and maintenance of the community.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "Solicitation").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. **Selection and Notification.** The Board shall notify the Contractor whose

bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation 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 Atascosa County, Texas.

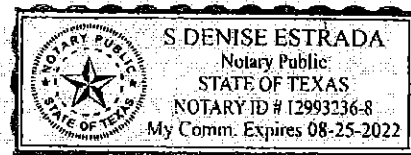
TO CERTIFY which witness my hand this the 10 day of September, 2021.

GRANBERG HOMEOWNERS ASSOCIATION

By: Leslie Sweet

Printed: Leslie Sweet-Juarez
Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Atascosa §



BEFORE ME, the undersigned notary public, on this 10th day of September, 2021, personally appeared Leslie Sweet-Juarez, Secretary of Granberg Homeowners 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.

S. Denise Estrada
Notary Public in and for the State of Texas

SECURITY MEASURES POLICY
for
GRANBERG HOMEOWNERS ASSOCIATION

STATE OF TEXAS §
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COUNTY OF ATASCOSA §

I, Leslie Sweet-Juarez, Secretary of Granberg Homeowners Association (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 8 day of September, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the Declaration of Restrictive Covenants for The Granberg Subdivision, recorded in the Official Public Records of Real Property of Atascosa County, Texas, under Clerk's File No. 199465, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section E, Subsection (2) and Section F, Subsection (1)(d) of the Declaration grant the Board and ACC the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.

3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.

4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

5. Any reference made herein to approval by the Architectural Control Committee (the "ACC"), means prior written approval by the ACC.

6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **ACC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an ACC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ACC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

2. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

a. Security measure fencing generally

- (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
- (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the ACC.
- (iii) No vines or vegetation shall be allowed to grow on security measure fencing.

b. Security measure fencing forward of the residential structure on a Lot as depicted on the applicable Lot survey:

(i) Must be metal fencing (either steel, wrought iron, or aluminum) measuring no more than six feet (6') in height. The ACC shall have the discretion to approve any other type of metal security measure fencing, however, the follow types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing; and (3) solid metal fencing. It is the intent of this Policy that all security measure fencing forward of the front building line on a Lot have the appearance of what is commonly called "wrought iron fencing";

(ii) Must consist of straight horizontal rails and straight vertical pickets and/or posts;

(iii) Must be black or any color approved by the ACC (including gates);

(iv) Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails. All framing must be on the inside (i.e., the residence side) of the security measure fencing;

(v) Any driveway or pedestrian gates on security measure fencing must be of the same material as the fencing and swing inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the ACC;

(vi) When security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post (either steel, wrought iron, or aluminum) adjacent to the wood post/wood fencing; and

(vii) Chain link, brick, concrete, barbed wire, electrified, vinyl, wood and stone security measure fencing is expressly prohibited and will not be approved by the ACC.

c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.

d. Placement of fencing and/or security measures of any type must comply with Texas, City of Lytle and/or Atascosa County Regulations and Ordinances, if any.

- e. The ACC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the ACC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the ACC application to the ACC. In the event that the Affected Lot Owner(s) refuse to sign the ACC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

3. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosure shall be black or any color approved by the ACC. Notwithstanding the foregoing, the ACC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

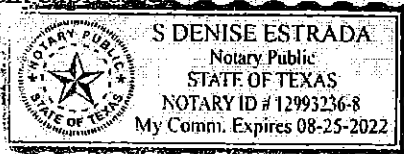
4. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

5. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED

COUNTY OF Alameda §

BEFORE ME, the undersigned notary public, on this 10th day of September, 2021, personally appeared Lyle Sweet Swann, Secretary of Granberg Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed



S. Denise Estrada
Notary Public in and for the State of Texas

APPROVED BY THE ACC:

[Signature]

Name Printed: Gonzalez, Michael
Committee Chair
Architectural Control Committee

209 HEARING POLICY
for
GRANBERG HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS

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COUNTY OF ATASCOSA

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I, Leslie Sweet-Juarez, Secretary of Granberg Homeowners Association (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly noticed, and held on the 8 day of September, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following 209 Hearing Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this 209 Hearing Policy is that property restricted by the Declaration of Restrictive Covenants for The Granberg Subdivision, recorded in the Official Public Records of Real Property of Atascosa County, Texas, under Clerk's File No. 199465, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section H, Subsection 3 of the Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).

3. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.

4. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.

5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

I.

Definitions

- A. "ACC" means the Association's architectural review authority, as defined by Section 209.00505 of the Code. A person may not be appointed or elected to serve on the ACC if the person is:
 - a. A current board member;
 - b. A current board member's spouse; or
 - c. A person residing in a current board member's household.
- B. "ACC Notice" means the notice of ACC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

II.

Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III.

Additional Rules Applicable to Hearings in Connection with Denial of an ACC Application

A. In accordance with Section 209.00505(d) of the Code, a decision by the ACC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ACC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ACC Notice must:

- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
- b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.

B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the Owner under Section 209.004(d) of the Code.

C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the Association's Dedicatory Instruments.

IV.

Additional Rules Applicable to Other Hearings

A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:

- a. the levying of fines for violations of the Dedicatory Instruments;
- b. suspension of an Owner's right to use the Common Areas;
- c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;

- d. charging an Owner for property damage; or
 - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing 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 Atascosa County, Texas.

TO CERTIFY which witness my hand this the 10 day of September, 2021.

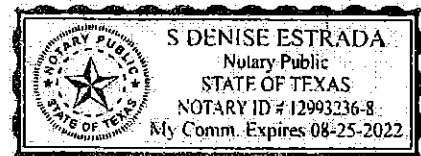
GRANBERG HOMEOWNERS ASSOCIATION

By: Leslie Sweet

Printed: Leslie Sweet-Juarez

Its: Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF Atascosa §



BEFORE ME, the undersigned notary public, on this 10th day of September, 2021 personally appeared Leslie Sweet-Juarez, Secretary of Granberg Homeowners 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.

S. Denise Estrada
 Notary Public in and for the State of Texas

**RESIDENTIAL DEDICATORY INSTRUMENT
ENFORCEMENT AND FINE POLICY**
for
GRANBERG HOMEOWNERS ASSOCIATION

STATE OF TEXAS

§

COUNTY OF ATASCOSA

§

WHEREAS, the property encumbered by this Residential Dedicatory Instrument Enforcement and Fine Policy (the "Policy") is that property restricted by the Declaration of Restrictive Covenants for The Granberg Subdivision, recorded in the Official Public Records of Real Property of Atascosa County, Texas, under Clerk's File No. 199465, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

WHEREAS, pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to impose reasonable fines against Owners for violations of restrictive covenants contained in the Dedicatory Instruments.

WHEREAS, pursuant to the Dedicatory Instruments, the Board of Directors (the "Board") of the Association hereby adopts this Policy in an effort to provide homeowners with a better understanding of the process of Dedicatory Instrument enforcement and fines.

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy.

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted rules, regulations and/or policies addressing the enforcement of Dedicatory Instruments and fines as set forth herein, this Policy shall control.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

ARTICLE I: DEDICATORY INSTRUMENT ENFORCEMENT

In addition to other remedies that may be available to the Association pursuant to Texas law, there are two different types of enforcement procedures that may be followed regarding violations of the Dedicatory Instruments. These two procedures are outlined in this Policy in order to provide Owners with a better understanding of the process of Dedicatory Instrument enforcement and fines. As set forth below, the type of enforcement procedure followed depends

Residential Dedicatory Instrument Enforcement and Fine Policy for Granberg Homeowners Association

Page 1 of 8

on whether a violation of the Dedicatory Instruments is considered (1) uncurable *and/or* poses a threat to public health or safety, or (2) curable *and* does not pose a threat to public health or safety.

The Texas Property Code provides that a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

The Board has the authority to make the ultimate determination as to which enforcement procedure is followed, if at all. Furthermore, the Board has the authority to make the ultimate determination of whether a violation of the Dedicatory Instruments is curable, uncurable and/or poses a threat to public health or safety. Nothing contained herein, not otherwise required by the Declaration, shall require the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each violation on a case-by-case basis as it, in its best judgment, deems reasonable.

A. ENFORCEMENT REGARDING VIOLATIONS THAT ARE CURABLE AND DO NOT POSE A THREAT TO PUBLIC HEALTH OR SAFETY

By way of illustration and not limitation, the Texas Property Code examples of *curable* violations are: (i) a parking violation, (ii) a maintenance violation, (iii) the failure to construct improvements or modifications in accordance with approved plans and specifications, and (iv) an ongoing noise violation such as a barking dog.

In the instance of a violation that is both curable and does not pose a threat to public health or safety, Owners will be given a reasonable time to cure violations of the Dedicatory Instruments, as set forth in more particular detail below. 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 Board. Additionally, the Board may, in its own discretion, take into consideration the specific circumstances and the overall effect of the violation on the community when determining the time period to cure such violation, but in no event shall the Board be responsible or required to consider such factors. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board, and such request may be approved by the Board.

1. COURTESY LETTER:

Upon verification of a violation, a Courtesy Letter may be sent to the Owner stating a description of 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. VIOLATION LETTER:

After the expiration of the time period stated in Courtesy Letter, if one is sent, or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to

the Owner. Depending on the severity of the violation and/or the history of the Owner, this may be the first letter sent as determined by the Board. The Association is not required to send a Violation Letter. The Violation Letter will state:

- (a) A description of the violation(s);
- (b) The action required to correct the violation(s);
- (c) The time by which the violation must be corrected; and
- (d) That if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction or of any other Dedicatory Instrument, that a fine may be imposed.

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 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.

The following information is related to the Demand Letter for violations of the Dedicatory Instruments that are curable AND do not pose a threat to public health or safety:

- (a) **Violation:** A description of the violation(s) that is the basis for the suspension action, charge, or fine;
- (b) **Fines/Amounts Due:** State the amount of the proposed fine and any amount due to the Association;
- (c) **Right to Cure:** The Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension;
- (d) **Time to Cure:** A specific date, which must be a reasonable period to cure, 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;

- (e) Right to Request Hearing: The Owner may request a hearing before the Board or a designated committee, such request to be made in writing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner, and if the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board;
- (f) Timing and Notice of Hearing: If requested, a hearing shall be held not later than the thirtieth (30th) day after the date the Board 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 (10th) day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, it must be granted for a period of not more than ten (10) days. Any additional postponements may be granted by agreement of the parties;
- (g) Hearing not Requested – Timeframe to Cure Violation: If the Owner chooses not to request a hearing, the violation must be cured within the timeframe set forth in the Demand Letter. Fines, suspension of the right to use Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day timeframe provided to the Owner to request a hearing;
- (h) Active Military Duty: 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;
- (i) Association Remedies: The Owner shall be 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, should a hearing not be requested, after the date by which the Owner must request a hearing. Said attorney's fees and costs shall be charged to the Owner's Assessment account. Additionally, the Association may, but is not obligated to, exercise its Self Help remedy pursuant to the terms set forth in the Declaration and any costs associated with same shall be the personal obligation of the Owner and are supported by the lien created in the Declaration. Further, rights to access Common Areas may be suspended.

In addition to charging fines, the Association reserves its right under any Dedicatory Instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004(c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant. After the conclusion of a hearing, or, should a hearing not be requested, after the date by which the Owner must request a

hearing, per the Board's direction a matter may be sent to legal counsel for the Association; and

- (j) **Notice of Dedicatory Instrument Violation:** A Notice of Dedicatory Instrument Violation may be recorded in the real property records should the violation not be cured within the specified time frame.

B. ENFORCEMENT REGARDING VIOLATIONS THAT ARE UNCURABLE AND/OR POSE A THREAT TO PUBLIC HEALTH OR SAFETY

In the sole discretion of the Board, Owners may not be given time to cure violations of the Dedicatory Instruments that are considered uncurable and/or pose a threat to public health or safety. By way of illustration and not limitation, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. By way of illustration and not limitation, examples of acts considered uncurable are: (i) shooting fireworks, (ii) an act constituting a threat to public health or safety, (iii) a noise violation that is not ongoing, (iv) property damage, including the removal or alteration of landscape, and (v) holding a garage sale or other event prohibited by a Dedicatory Instrument.

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. This letter will be sent by 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.

The following information is related to the Demand Letter for violations of the Dedicatory Instruments that are uncurable AND/OR pose a threat to public health or safety:

- (a) **Violation:** A description of the violation(s) or property damage that is the basis for the suspension action, charge, or fine;
- (b) **Fines/Amounts Due:** State the amount of the fine and any amount due to the Association;
- (c) **Right to Request Hearing:** The Owner may request a hearing before the Board or a designated committee, such request to be made in writing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner, and if the

hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board;

(d) Timing and Notice of Hearing: If requested, a hearing shall be held not later than the thirtieth (30th) day after the date the Board 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 (10th) day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, it must be granted for a period of not more than ten (10) days. Any additional postponements may be granted by agreement of the parties;

(e) Hearing not Requested: Regardless of whether the Owner chooses to request a hearing, fines, suspension of the right to use Common Areas, and other remedies available to the Association may be implemented after the mailing of the Demand Letter;

(f) Active Military Duty: 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;

(g) Association Remedies: The Owner shall be liable for, and the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association. Said attorney's fees and costs shall be charged to the Owner's Assessment account. Additionally, the Association may, but is not obligated to exercise its Self Help remedy pursuant to the terms set forth in the Declaration and any costs associated with same shall be the personal obligation of the Owner and are supported by the lien created in the Declaration. Further, rights to access Common Areas may be suspended.

In addition to charging fines, the Association reserves its right under any Dedicatory Instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004(c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant. Per the Board's direction the matter may be sent to legal counsel for the Association; and

(h) Notice of Dedicatory Instrument Violation: A Notice of Dedicatory Instrument Violation may be recorded in the real property records should the violation not be cured within the specified time frame.

C. SUBSEQUENT SIMILAR VIOLATIONS:

If an Owner has a violation within six (6) months after receiving a Demand Letter pursuant to Section A or B herein for a previous, similar violation, (i) fines may be implemented and accrue as of the first (1st) date of the subsequent violation, and/or (ii) use of Common Areas may be suspended for the subsequent violation without sending another Demand Letter to the Owner.

ARTICLE II. FINES

After a Demand Letter (if required) has been sent to the Owner pursuant to the terms set forth above, the Association, acting through the Board, is authorized to impose fines for violations of any provisions of the Dedicatory Instruments governing the Property, as set forth below. Fines 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 and any fines against such residents, guests and invitees will also be assessed against the Owner's Lot.

A. FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS THAT ARE CURABLE AND DO NOT POSE A THREAT TO PUBLIC HEALTH OR SAFETY

In the instance where an Owner's violation of the Dedicatory Instruments is curable and does not pose a threat to public health or safety, as addressed hereinabove, the Owner may be fined \$100.00 for such violation. Each day that the violation continues, the Owner may be subject to an additional \$100.00 fine, at the Board's sole discretion.

The Board is hereby authorized at its sole and absolute discretion to impose a greater or lesser fine or no fine at all for a violation of the Dedicatory Instruments. Any adjustment to this fine schedule by the Board shall not be construed as a waiver of the fine schedule or the Dedicatory Instruments.

B. FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS THAT ARE UNCURABLE AND/OR POSE A THREAT TO PUBLIC HEALTH OR SAFETY

In the instance where an Owner's violation of the Dedicatory Instruments is uncurable and/or poses a threat to public health or safety, as addressed hereinabove, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Dedicatory Instruments, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I hereby certify that, as Secretary of the Granberg Homeowners Association, the foregoing Residential Dedicatory Instrument Enforcement and Fine Policy was approved on the 8 day of September, 2021, at a meeting of the Board of Directors at which a quorum was present.

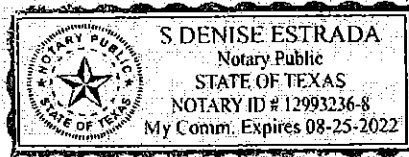
DATED, this the 10 day of September, 2021.

GRANBERG HOMEOWNERS ASSOCIATION

Leslie Sweet

Print Name: Leslie Sweet-Juarez
Secretary

STATE OF TEXAS §
COUNTY OF Atascosa §



BEFORE ME, on this day personally appeared Leslie Sweet-Juarez, the Secretary of Granberg Homeowners Association, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 10th day of September, 2021.

S. Denise Estrada

Notary Public - State of Texas

RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Diane Gonzales, County Clerk

Atascosa County Texas

September 20, 2021 02:10:41 PM

FEE: \$130.00 LCASTANEDA **217822**

DEDICATE