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Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 12 Fee: \$ 59.00

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
KEEGANS WOOD HOMEOWNERS' ASSOCIATION

THE STATE OF TEXAS §
§
COUNTIES OF HARRIS AND FORT BEND §

The undersigned, being the authorized representative of Keegans Wood Homeowners' Association ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for Keegans Wood Homeowners' Association", "Supplemental Notice of Dedicatory Instruments for Keegans Wood Homeowners' Association", "Supplemental Notice of Dedicatory Instruments for Keegans Wood Homeowners' Association", "Supplemental Notice of Dedicatory Instruments for Keegans Wood Homeowners' Association" and "Supplemental Notice of Dedicatory Instruments for Keegans Wood Homeowners' Association" recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. 20130221592, RP-2016-385655, RP-2022-97205, RP-2024-121075 and RP-2024-285355 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File Nos. 2013055865, 2016094339, 2022025184, 2024031237 and 2024075417 (the "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.

- **Restrictive Covenant Enforcement and Fine Policy for Keegans Wood Homeowners' 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 Harris County, Texas and in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this 30th day of October, 2024.

KEEGANS WOOD HOMEOWNERS' ASSOCIATION

By:


A handwritten signature in black ink, appearing to read "Cliff Davis", written over a horizontal line.

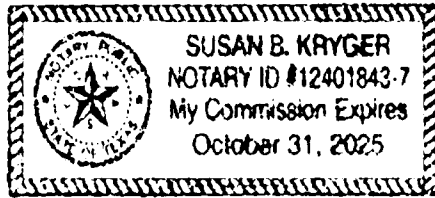
Cliff Davis, authorized representative

RP-2024-405197

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 30th day of October, 2024 personally appeared Cliff Davis, authorized representative of Keegans Wood 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



THE STATE OF TEXAS \$
COUNTIES OF HARRIS AND FORT BEND \$

I.

RECITALS

1. Per Texas Property Code, Section 202.004(b), a property owners' association may initiate, defend, or intervene in litigation affecting the enforcement of a restrictive covenant.

2. Article VII, Section 1 of each applicable Declaration of Covenants, Conditions and Restrictions, as amended (collectively the "Declaration"), listed on Property Owners' Association Management Certificate for Keegans Wood Homeowners' Association (or similarly named document) filed in the Official Public Records of Real Property of Harris and Fort Bend Counties, Texas, authorizes the Association to enforce the terms and provisions of the Declaration.

3. Article III, Section 21(f) of the Association's Bylaws authorizes the Board of Directors to adopt, establish, and amend from time to time at the discretion of the Board, a fine schedule or fine policy, for any infraction of the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1)].

4. Article III, Section 21(j) of the Association's Bylaws authorizes the Board of Directors to enforce, by legal means, the provisions of the Association's Dedicatory Instruments.

5. The Association's Board of Directors desires to adopt a Restrictive Covenant Enforcement and Fining Policy relating to the enforcement of the Declaration and the other Dedicatory Instruments of the Association consistent with Section 209.006 of the Texas Property Code.

6. This Policy supersedes and replaces any previously recorded restrictive covenant enforcement policy or similarly named document including, but not limited to, the Governing Documents Enforcement and 209 Hearing Policy filed at Clerk's File No. RP-2016-385655 in the Official Public Records of Real Property of Harris County, Texas and at Clerk's File No. 2016094339 in the Official Public Records of Real Property of Fort Bend County, Texas.

**KEEGANS WOOD HOMEOWNERS' ASSOCIATION
RESTRICTIVE COVENANT ENFORCEMENT AND FINING POLICY**

The Recitals are fully incorporated herein by reference.

It is the policy of the Association to enforce its Restrictive Covenants (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Restrictive Covenant Enforcement and Fining Policy ("Policy"), including Exhibit A attached hereto and fully incorporated herein by reference, have the following meanings:

- 1.1. Association - Keegans Wood Homeowners' Association.
- 1.2. Common Area - Any property owned or controlled by the Association and held and/or maintained for the benefit of the Owners.
- 1.3. Declaration - Each applicable Declaration of Covenants, Conditions and Restrictions, as amended (collectively the "Declaration"), listed on Property Owners' Association Management Certificate for Keegans Wood Homeowners' Association (or similarly named document) filed in the Official Public Records of Real Property of Harris and Fort Bend Counties, Texas.
- 1.4. Restrictive Covenant *or* Restrictive Covenants - Any covenant, condition, or restriction contained in the Association's Dedicatory Instruments [as that term is defined in Texas Property Code Sec. 202.001(1)] whether mandatory, prohibitive, permissive or administrative.
- 1.5. Board *or* Board of Directors - The Board of Directors of the Keegans Wood Homeowners' Association.

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

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 following are curable violations:

- a. An ongoing 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.

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 following are examples of uncurable violations:

- a. An act constituting a threat to health or safety. 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.
- b. A “one-off” violation or a Restrictive Covenant violation that is not ongoing;
- c. A noise violation that is not ongoing; and
- d. A one-time event or activity prohibited by the Restrictive Covenants.

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 how to proceed with enforcing the Restrictive Covenants. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue a violation or an alleged violation of the Restrictive Covenants if the Board, in its reasonable good faith judgment, decides pursuing the violation or alleged violation is not warranted or necessary.

Section 3. Enforcement – Curable Violations. If a violation is curable, the Owner will be given a reasonable period to cure the violation. The time period given to an Owner may vary depending upon the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy/Violation Letter(s) (Optional)** – A courtesy and/or violation letter(s) may be sent to the Owner describing the violation and requesting that the Owner cure the violation. The Association may send more than one courtesy or violation letter. The Association is not required to send a courtesy and/or violation letter.

3.2. **Final Notice Letter** – Either upon initial discovery of a violation, or after a courtesy or violation letter(s) has been sent, a final notice letter may be sent to the Owner. The final notice 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 final notice letter will be sent to the Owner’s last known address as shown in the records of the Association. It is the Owner’s obligation to provide the Association with the Owner’s current mailing address. The final notice letter may, at the Board’s discretion, also be sent 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 property, the final notice 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. The Association may send more than one final notice letter.

3.4. **Contents of the Final Notice Letter.** – The final notice letter for a curable violation will include, among other things, the following:

- a. A description of the violation of the Restrictive Covenants;
- b. A date by which the Owner must cure the violation;
- c. Notice that the Owner may request a hearing before the Board of Directors and that such request must be made in writing on or before the 30th day after the date the notice was mailed to the Owner;
- d. 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; and
- e. Notice that, if the violation is not corrected in the time frame described in the letter, the Owner will be responsible for all reasonable attorney's fees and other reasonable costs incurred by the Association related to enforcing the Restrictive Covenants.

3.5. **Hearing Requested** – If a hearing is properly requested in writing by the Owner, a hearing will be held in accordance with Texas Property Code Section 209.007.

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 final notice letter. If authorized by the Restrictive Covenants and/or state law fines, suspension of the right to use the Common Area, and other remedies available to the Association may, if the notice required by law, if any, has been given, be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing. Notwithstanding any language to the contrary herein, the Association may file a temporary restraining order lawsuit and/or a temporary injunction hearing at any time in which a violation of the Restrictive Covenants is in existence.

3.7. **Remedies/Attorney's Fees** – 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 Declaration. Further, the right to use the Common Area may be suspended if authorized by the Restrictive Covenants and/or state law.

The Association reserves the right under the Restrictive Covenants and under Texas law to file a suit for the recovery of damages and/or injunctive relief prior to sending and/or without sending a Courtesy/Violation Letter or Final Notice Letter.

A notice of violation or similarly named document may also be recorded in the Official Public Records of Real Property of Harris County, Texas any time after the Board determines that a violation exists, or that a violation is believed to exist in the opinion of the Board, on a property under the jurisdiction of the Association.

Section 4. Enforcement – Uncurable Violations. A violation letter(s) may be sent to the Owner. The violation 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 violation letter will be sent to the Owner's last known address as shown in the records of the Association. It is the Owner's obligation to provide the Association with the Owner's current mailing address. The violation letter may, at the Board's discretion, also be sent by any other method that the Board determines will cause the letter to be received by the Owner.

4.1. **Content of the Violation Letter** – The letter will include the following:

- a. A description of the violation of the Restrictive Covenant;
- 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 in writing by the Owner, the hearing will be held in accordance with Texas Property Code Section 209.007.

4.3. **Remedies** – Regardless of whether the Owner requests a hearing, the Association exercise other legal remedies to enforce the Restrictive Covenants after mailing the violation letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association as authorized by state law and/or the Restrictive Covenants. 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 if authorized by the Restrictive Covenants and/or state law.

The Association reserves the right under the Restrictive Covenant 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. Fines. In addition to any other remedy allowed by law, the Association may levy a fine(s) for a violation of the Restrictive Covenants in accordance with the Fining Policy attached hereto as Exhibit A and fully incorporated by reference herein. In the event that a fine(s) is levied, any of the violation/notice/demand letters referenced above may include the notice language

required by the Texas Property Code related to fines for a violation of the Restrictive Covenants. The Association reserves the right to send a separate fine letter that complies with the requirements of the Texas Property Code. Fines are in addition to, not in lieu of, any other legal remedy that the Association may exercise seeking enforcement of and/or compliance with the Restrictive Covenants. The Association, the Board, an individual Board member (if authorized by the Board), or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting, filing this Policy in the applicable county records, and posting this Policy on an Association website in accordance with the Texas Property Code, impose reasonable monetary fines against an Owner in accordance the Fining Policy attached to this Policy as Exhibit A.

Section 6. 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. If proper notice was given, the Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

Section 7. Self-Help Authority. If authorized by the Declaration or state law, the Association may, in addition to taking any action under this Policy to enforce the Restrictive Covenants, exercise the Association's self-help authority to enter onto the Owner's property and cure the violation(s).

Section 8. Referral of Restrictive Covenant Violation(s) to the Association's Attorney. Once a letter that complies with the requirements of Texas Property Code Chapter 209 has been sent to an Owner and the complained-of violation(s) has not been corrected, the Association, the Board, an individual Board member (if authorized by the Board), or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing same in the appropriate county records, refer any violation(s) of the Restrictive Covenants to the Association's attorney for an enforcement action. Upon referral of a violation(s) to the Association's attorney, the Association's attorney is authorized to, without further instruction from the Board, take whatever action is necessary to seek enforcement of and/or compliance with the Restrictive Covenants including, but not limited to, sending demand letters, filing a lawsuit against the applicable Owner and/or tenant of the property on which the violation is being conducted or maintained, seeking enforcement of any judgment obtained by the Association related to a violation(s) of the Restrictive Covenants, filing a motion(s) for contempt if necessary, seeking collection of the amounts awarded to the Association in a Restrictive Covenant violation judgment by any means allowed by the Declaration or state law including, but not limited to, foreclosing on the applicable property or on any non-exempt assets of an Owner, and, in the event an Owner is in bankruptcy or files bankruptcy, sending demand letters to the Owner's bankruptcy attorney and/or filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests. Notwithstanding any language to the contrary in this Policy, the Association, the Board, an individual Board member (if authorized by the Board), or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing same in the appropriate county records, also refer any violation(s) of the Restrictive Covenants to the Association's attorney at any time (whether or not

a letter that complies with the requirements of Texas Property Code Chapter 209 has been sent) for a temporary restraining order lawsuit and/or a temporary injunction lawsuit.

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by at least 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 Harris County, Texas.

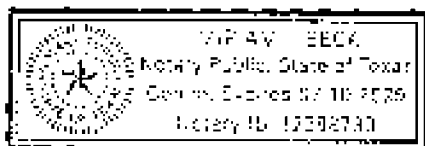
KEEGANS WOOD HOMEOWNERS' ASSOCIATION


By: 
As Secretary of the Association

Name Printed: Woodrow Davis

THE STATE OF TEXAS §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 26 day of October, 2024, personally appeared Woodrow Davis, as Secretary of Keegans Wood Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

FINING POLICY

1. All capitalized terms in this Fining Policy ("Policy") have the same meaning ascribed to them in the Declaration unless otherwise defined in this Policy.
2. Each Owner is responsible for assuring that the Owner and the Owner's tenant(s), occupant(s), guest(s) and invitees comply with the provisions of the Association's Restrictive Covenants that are applicable to the properties under the jurisdiction of the Association. In the event that an Owner, tenant, occupant, guest or invitee of an Owner violates any of the provisions of the Restrictive Covenants, the Association's Board of Directors ("Board") shall have the authority to impose a fine as described below upon the Owner and/or occupant of a Lot under the jurisdiction of the Association.
3. The Association will, before a fine is imposed, send the Owner of the Lot the notice required by law, if any. The Board may, in its sole and absolute discretion, also provide the notice required by law, if any, to the occupant(s) of the Lot.
4. If the violation continues from day to day without intervening activity (a "Curable Violation") as determined at the sole and absolute discretion of the Board, the Fine Schedule will be as follows:

\$100.00 per day until corrected

4.1 Curable Violations – By way of example and not in limitation, the following are examples of Curable Violations:

- a. An ongoing parking violation;
 - b. A maintenance violation;
 - c. An ongoing noise violation.
5. If the violation consists of single occurrence (an "Uncurable Violation") or separate occurrences (i.e., repeat instances of an Uncurable Violation) as determined at the sole and absolute discretion of the Board, the Fine Schedule will be as follows:

First Violation: \$100.00 per occurrence

Each Additional Similar or Substantially Similar Violation: \$200.00 per occurrence

EXHIBIT A

5.1 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 following are examples of Uncurable Violations:

- a. An act constituting a threat to health or safety;
- b. A one-time or non-ongoing parking violation;
- c. A one-time noise violation that is not ongoing;
- d. A one-time event or activity prohibited by the Restrictive Covenants.

6. Notwithstanding any language to the contrary in this Policy, the Fine Schedule for a violation of any term or provision of Article IV (Architectural Control Committee) of the Declaration will be as follows:

\$200.00 per day until corrected

7. The Board is hereby authorized in its sole and absolute discretion to impose a lesser fine or no fine at all for a violation of the Restrictive Covenants. Any adjustment to the Fine Schedule by the Board shall not be construed as a waiver of the Fine Schedule or the Restrictive Covenants.
8. If an Owner is entitled to an opportunity to cure a violation and a hearing is properly requested by the Owner in response to the Association's notice under Texas Property Code Section 209.006, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Association's Board of Directors. The Association shall hold the hearing not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the 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. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. Not later than ten (10) days before the Association holds the hearing, the Association shall provide to Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide the packet within the period described, Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the dispute.

9. This Policy is in addition to any other remedy the Association may have to pursue a violation of the Association's Restrictive Covenants and in no way limits or estops the Association from pursuing any other remedy to enforce the Association's Restrictive Covenants.

RP-2024-405197

RP-2024-405197
Pages 13
10/31/2024 11:45 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$69.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-405197