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AFFIDAVIT TO THE PUBLIC



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7H Ranch Property Owners Association

Covenant Enforcement

Adopted: September 26, 2013

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF COMAL §

WHEREAS the Board of Directors ("Board") of the 7 Hills Ranch Property Owners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions, restrictions, uses, limitations and all other provisions contained in the recorded Declarations (referred to collectively as the "Declaration" or "CCRs", "CCR"); and

WHEREAS chapter 209 of the Texas Property Code ("TPC") was amended effective January 1, 2012, to add Section 209.006 ("Section 209.006") and Section 209.007 ("Section 209.007") thereto regarding notice required before enforcement action and rights of owners to request a hearing; and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish policy and procedures ("Policy") for Covenant Enforcement consistent with Article XXVI of the Declaration, TPC Sections 209.006 and 209.007 to provide clear and definitive guidance to property owners ("Members") regarding procedural requirements in matters concerning covenant violations and to provide the Association with documented enforcement actions.

NOW, THEREFORE, the Board has duly adopted the following:

1. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, By-Laws or the rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.
2. Any Member can report a Violation of the Covenants, Conditions and Restrictions to the Association by making an official complaint to the Board. The process and procedure entitled, "Complaints to the Board", can be found with the declaratory documents filed with Comal County and is also posted on the website of 7 Hills Ranch: www.7hillsranch.com.
3. Types and Examples of Violations:
 - a. Project Violation – "Project Violations" are characterized as violations that are visible on a daily or continuing basis, and evident on or around an owner's home or property. Project Violations will usually require the owners to expend time, resources, and/or money to correct the violation. Examples of these could include but are not limited to:
 - Lawns not maintained
 - Fallen trees and limbs
 - Overgrown shrubs, bushes, ground covers
 - Privacy fence damaged or in disrepair

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- b. Incident Violation – “Incident Violations” are characterized as violations which can be quickly remedied by the owner without much time, energy, and/or money expended. Examples of Incident Violations could include but are not limited to:
- Trash container not removed from curbside the day after trash pick-up
 - Non-approved sign
 - RV in front of home
 - Clutter and debris visible from street
 - Trailer visible from street
 - Loose dog
- c. Architectural Standard Violation – “Architectural Standard Violations” are characterized by violations that involve the non-approved exterior change, alteration, or addition to the owner’s home or property. Examples of architectural violations could include but are not limited to:
- Commencement of projects without submitting application/plans to the ACC
 - Commencement and/or completion of non-approved projects
 - Commencement and/or completion of projects with non-approved alterations
- d. Violation of Law - When a CCR violation occurs that is also a violation of public law; Members of the Association reserve the right to report any violation(s) of law to the appropriate governmental authorities.
- e. Recurrent Violation – “Recurrent Violations” are characterized as CCR violations which occur more than once on different occasions. An owner will be considered a recurrent violator if the owner has been notified by the POA on three or more occasions during a six month period for the same or any other CCR violation.
- f. Willful Disregard of the CCRs – Willful disregard of the covenants, conditions and restrictions is characterized by an owner who is knowingly and deliberately committing CCR violations after being contacted by the homeowners association and advised to refrain. If there is a documented record of a past Violation(s), or the POA has information the owner is familiar with the CCR being violated, the owner will be considered to have a willful disregard of the CCRs if no correction has occurred.
4. The existence of any CCR Violation(s) will be verified by routine field observation conducted by the Board or its delegate. The delegate of the Board may include an officer or member of the Board, or a member of the Architectural (“ACC”) or Restriction Control Committee (“RCC”), or a member of any other volunteer committee established by the Board for this purpose or a contracted property management agent (“Agent”) should one be hired by the Board for this purpose. Typically, when a violation arises, field observation will audit the entire subdivision property to determine if other similar violations exist.

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5. A timely written report shall be prepared by the field observer for each Violation identified which will include the following information:
 - a. The nature and description of the Violation(s).
 - b. The street address or legal description, if available, of the Lot on which the Violation exists.
 - c. Identification of the CCR establishing that the observation of a condition, modification, improvement, etc. constitutes a Violation.
 - d. Date and time of the observation and name of person making such observation.
 - e. A photo with a time/date stamp may be helpful to identify and document the violation(s) but, is not required.
 - f. The field report will be submitted to the VP Restriction Control or a member of the RCC or a designated board member or other Agent of the Board.

6. The VP Restriction Control or a designated board member or Agent of the Board shall review the field report(s) to make a determination of appropriate enforcement action(s) and shall take action in compliance with Association CCRs, By-Laws, rules, policies and Texas Property Code(s) in effect. Covenant violations and any enforcement actions will be reported to the Board of Directors at regularly scheduled meetings thereof. Types of enforcement actions could include but, are not limited to:
 - a. First Notice. A written informal "First Notice" of a Violation will identify the nature of the violation, the owner's address, the date and time of the violation, the CCR authority and a photo of the violation (if available). The notice will specify a reasonable amount time for the violation to be corrected ... typically, at least ten (10) days. A longer time may be granted for Project Violations. The "First Notice" Informal Notice shall be sent via first class return receipt requested mail. The owner has 30 days upon receipt of the first notice to request a hearing before the board, Texas Property Code 209.007. The Informal Notice will include language that active duty military members have special rights under the Servicemember Civil Relief Act (50 U.S.C. app. Section 501 et seq.).
 - b. Second Notice. The owner is entitled to a reasonable period of time to cure each CCR Violation. If an alleged violator was given a "Second Notice" and afforded more time and reasonable opportunity to cure a similar violation within the preceding six months, a second notice will not be issued. In such event, the Board may impose a "Final Notice of Violation" as described in Paragraph "c." below. If a similar violation has not occurred within the preceding six months and the violation has not been corrected within the

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initial at least ten (10) day period of the first notice; then, a "Second Notice" will be issued by the VP Restriction Control which will again identify the nature of the violation, the owner address, the date and time of the follow-up audit of the violation, the CCR authority and a photo showing that the violation has not been corrected (if available). The notice will typically, specify another ten (10) days or more suspense date to afford additional reasonable time to cure the violation. The second notice will again indicate the owner has 30 days from receipt of the "First Notice" to request a hearing before the board, Texas Property Code 209.007. The "Second Notice" Informal Notice will also include language that active duty military members have special rights under the Servicemember Civil Relief Act (50 U.S.C. app. Section 501 et seq.). The Second Notice will be sent via first class return receipt requested mail or by first class prepaid mail or hand delivered.

- c. Final Notice. If the Violation has not been corrected by the suspense date of the "Second Notice" or the first informal notice in cases where the violation has occurred within the preceding six months; a final informal notice will be issued if no request for a hearing before the board has been received. In like manner of the above notices, the "Final Notice" will again identify the violation, cite any applicable appeal or Servicemember rights and indicate another violation correction date at least 10 days past the suspense date of the second notice. The violator will be warned by this final informal notice that if there is no correction to the CCR Violation; the matter will be referred to legal counsel to issue a "Formal Notice of Violation". Having afforded a reasonable amount of time to the violator; the Association may ultimately resort to injunctive relief against a Member to correct or otherwise abate the Violation(s) subsequent to the documented receipt of three (3) informal notices. The "Final Notice" will be sent via first class return receipt requested mail.
- d. Formal Notice of Violation to a Member by Legal Counsel. If the property owner fails to cure the violation(s) of the CCRs upon the date established by the "Final Notice" and the owner's 30 day right to any hearing or appeal of a hearing before a committee or the Board has lapsed; the attorney representing the Association will send the owner a "Formal Notice of Violation" and demand an immediate cure of the CCR Violation(s) and/or pursue a Restrictive Covenant Enforcement Lawsuit in a Court of Law and/or pursue any other legal and lawful action set forth by Article XXVI of the Declaration in order to enforce the CCRs. Attorney's fees and Court costs shall become the personal obligation of the Owner in violation of the covenants, conditions and restrictions.
7. Request for a Hearing. In accordance with TPC Chapter 209, Section 209.007, a recipient may, on or before thirty (30) days from the receipt of the "First Notice", deliver to the Association a written request for a hearing. Upon receipt of a hearing request, the board may first designate an Owner's Review Panel to hear from an owner to discuss and verify facts in an effort to resolve the matter and schedule that hearing within 30 days. The

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Association must provide the owner with a date, time and place of the hearing at least ten (10) days before the date of the hearing. If the result of the review panel hearing is unsatisfactory to the owner, the owner may appeal any decision and appear before the Board of Directors for an appeal hearing. This request must be made within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing before the Review Panel. The process and procedure to request hearings and "Appeals to the Board" is on file with the Comal County Clerk's office and can be found on the 7 Hills Ranch website: www.7hillsranch.com.

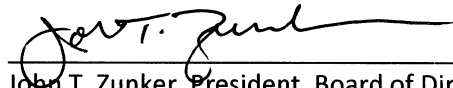
8. Notices. Unless otherwise provided in this Covenant Enforcement policy and procedure, all notices required by this policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by the United States Postal Service ("USPS"), first class postage prepaid and/or USPS Certified – return receipt requested to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.
 - a. Where the notice is directed by personal delivery, or third party agent representing owner, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the designated agent's address or address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.
 - b. Where the notice is placed into the care and custody of the USPS, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.
 - c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or USPS holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or USPS holiday.
 - d. The association reserves the right to use a private carrier(s) such as FEDEX (signature required) to deliver notices in lieu of the USPS.
9. Cure of Violation during Enforcement. An owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Covenant Enforcement policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist.

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10. For the purposes of this document, a reasonable time will be defined as presentation of evidence of correction of the problem or evidence that arrangements have been made to correct the problem in 30 days or less from the receipt of the informal "first notice" of Violation. The Board will be the sole determiner of a "cure" or correction of any Violation.
11. The failure by the Board to list additional legal options or rights herein shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future in regard to covenant enforcement actions.

Except as affected by Texas Property Code Section 209.006 and/or by this Policy, all other enforcement provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect as governed by, construed, interpreted and/or superseded in accordance with the laws of The State of Texas.

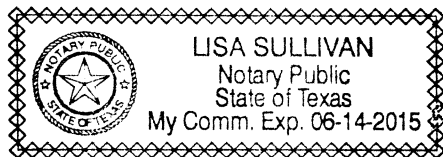
The undersigned hereby certifies that he is the qualified and acting executive officer of Seven Hills Ranch Property Owners Association, a non-profit corporation chartered under the laws of the State of Texas, and this is a true and correct copy of the current association document relating to the Covenant Enforcement Policy adopted by the Board of Directors at a meeting of the same held on September 26, 2013, and has not been modified, rescinded or revoked. IN WITNESS WHEREOF, the undersigned has executed this certificate on the 27th day of September, 2013.

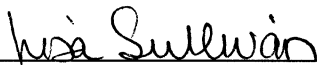


John T. Zunker, President, Board of Directors
7 Hills Ranch Property Owners Association, Inc.

STATE OF TEXAS §
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COUNTY OF COMAL §

This instrument was acknowledged before me on the 27th day of September 2013, by John T. Zunker, duly authorized agent for 7HR Property Owners Association, Inc., on behalf of said association.





Notary Public in and for the
State of Texas

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
09/30/2013 10:03:57 AM
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Joy Streater