



**ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN AN OWNERS' ASSOCIATION**  
(NOT FOR USE WITH CONDOMINIUMS)  
**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

\_\_\_\_\_  
(Street Address and City)

\_\_\_\_\_  
(Name of Owners' Association)

**A. SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) the restrictions applying to the subdivision, (ii) the bylaws and rules of the Owners' Association, and (iii) a resale certificate, all of which were provided by the Owners' Association in compliance with Section 207.003 of the Texas Property Code no more than three months before the date of their delivery to Buyer.

(Check only one box):

- 1. Within \_\_\_\_\_ days after the effective date of the contract, Seller shall at Seller's expense deliver the Subdivision Information to Buyer. If Buyer does not receive the Subdivision Information, Buyer may terminate the contract at any time prior to closing. If Seller delivers the Subdivision Information, Buyer may terminate the contract for any reason within 7 days after Buyer receives the Subdivision Information or prior to closing, whichever first occurs.
- 2. Buyer has received and approved the Subdivision Information before signing the contract.
- 3. Buyer does not require delivery of the Subdivision Information and waives the right of termination under this Addendum.

If Seller becomes aware of any material changes in the Subdivision Information, Seller shall immediately give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing.

**B. TRANSFER FEES:** Buyer shall pay any Owners' Association transfer fee not to exceed \$ \_\_\_\_\_ and Seller agrees to pay any excess.

**NOTICE TO BUYER REGARDING REPAIRS BY THE OWNERS' ASSOCIATION:** The Owners' Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Owners' Association is required to repair, you should not sign the contract unless you are satisfied that the Owners' Association will make the desired repairs.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. (09-99) Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 489-6544 (<http://www.trec.state.tx.us>) TREC No. 36-1. This form replaces TREC No. 36-0.



RESOLUTION #99-1

RESOLUTION  
COLLECTION OF ASSESSMENTS

**AUTHORITY:** WHEREAS Article II, Section 1(b) of the Declaration of Covenants, Conditions and Restrictions states that "The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against this Lot remains unpaid; and for a period not to exceed 60 days for any infraction of it's published rules and regulations; and

WHEREAS Article IV, Section 1 of the Declaration of Covenants, Conditions and Restrictions states that "The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due", and

WHEREAS Article IV, Section 6 of the Declaration of Covenants, Conditions and Restrictions states that "The due dates shall be established by the Board of Directors", and

WHEREAS Article IV, Section 8 of the Declaration of Covenants, Conditions and Restrictions states that "Any assessments not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 7 1/2 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. or it's agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of it's right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot." and

**PURPOSE:** WHEREAS there is a need for a policy to be established concerning the collection of assessments for the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC.



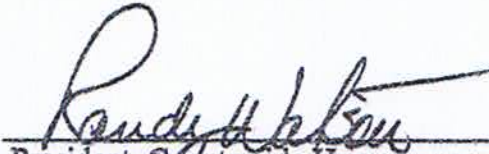
**SPECIFICATION: NOW THEREFORE BE IT RESOLVED THAT THE FOLLOWING PROCEDURE BE ADOPTED:**

1. All homeowners must make their assessment payment between the 1<sup>st</sup> and 10<sup>th</sup> of every month either directly to the Association or to their mortgage company.
2. Homeowners who pay the Association directly will be sent an invoice\coupon book at least 15 days prior to the new assessment year. Notification will be given that payment of assessments on a monthly basis will be allowed equal to 1/12<sup>th</sup> of the annual assessment rate for all property owners who are and remain current on their assessment payments. The exception to this will be that assessments must be paid in advance through August of each year to be eligible for pool/facility passes. Assessments will be considered delinquent if not paid by the 10<sup>th</sup> of the month.
3. Mortgage companies will be billed according to their respective schedules. Assessments will be considered delinquent if not paid by January 10<sup>th</sup> of the new assessment year. If assessment payment is not received by the above-mentioned date, a notice will be sent to the mortgage company (if known) and the individual homeowner notifying them of delinquency.
4. On or about the 15<sup>th</sup> of each month owners and mortgage companies who are delinquent will be sent a notice giving them 10 days to make payment without interest being imposed.
5. The above procedure will be followed on all accounts that remain delinquent for the following month. On or about the 15<sup>th</sup> day of the third month that an account remains delinquent a letter will be sent by regular and certified mail showing the delinquent amount, the interest due, and the cost of the certified letter. The homeowner will be notified that his Association rights and privileges, including voting rights and amenity usage, will be suspended until assessments are paid. Another 10 days will be allowed for payment. This letter will also state that a lien will be placed on the property at the end of the 10 days and the account sent to the Association attorney for collection if payment in full (or satisfactory arrangements for payment) is not received by the 5<sup>th</sup> day of the following month.
6. Liens will be filed if assessments remain unpaid for a period of three months. The lien will include all assessment amounts due, interest due, cost of mail, and cost of filing the lien and a copy of the recorded lien sent to the homeowner.
7. Liens will be updated quarterly without further notice to the homeowners.
8. A lien will be released when monies are received for the total amount of the lien. A copy of the release will be sent to the homeowner.
9. Should the delinquency continue and become three months delinquent in assessments, the owner shall be considered in default for that year and the entire current year's assessments shall become due. The board of directors will authorize the delinquent account turned over to the Association attorney for collection/court action. All attorney fees incurred for collection/court action on delinquent account will be charged to the homeowner's account.

NOW THEREFORE BE IT FURTHER RESOLVED THAT this policy be put into effect on January 1, 2000.

APPROVED: In witness whereof, the Board of Directors of the COUNTRYSIDE HOMEOWNER ASSOCIATION, INC. did execute this resolution on the 15<sup>TH</sup> day of September, 1999 and said resolution was recorded in the minutes of the Association.

SEAL

  
President, Countryside Homeowner  
Association, Inc.



**Countryside Homeowner Assn., Inc.**

PO Box 954  
League City, TX 77574-0954  
281-332-1091 Phone/Fax

DATE

NAME  
STREET ADDRESS  
CITY STATE ZIP CODE

MONTH Notice

Dear Homeowner,

Just a reminder to let you know that our records indicate we have not received your payment which was due by the 10<sup>th</sup> of the month.

We show a delinquent balance in the amount of \$AMOUNT. Payment of this amount will bring your account current through LAST DATE OF MONTH. Please be advised that payment is due the 1<sup>st</sup> of each month and past due the 10<sup>th</sup>.

Please remit your payment within 10 days of the date of this letter to avoid interest and fees being added to your account.

If you should have any questions concerning your account balance, please contact the Countryside Homeowner Assn. Inc. office at 281-332-1091.

If payment has crossed in the mail please disregard this notice.

Maria Stokes  
Office Administrator  
Countryside Homeowner Assn. Inc.

**Countryside Homeowner Assn., Inc.**

PO Box 954  
League City, TX 77574-0954  
281-332-1091 Phone/Fax

DATE

NAME  
STREET ADDRESS  
CITY STATE ZIP CODE

**Second Notice  
CURRENT MONTH**

Dear Homeowner,

Our records indicate that there is still a delinquent balance on your account and that you did not respond to our notice last month.

We show a delinquent balance in the amount of \$AMOUNT that includes the current month and an interest charge in addition to the previous past due amount. Payment will bring your account current through LAST DAY OF CURRENT MONTH. Be advised that payment is due the 1<sup>st</sup> of each month and past due the 10<sup>th</sup>.

Please remit your payment within 10 days of the date of this letter. Interest and fees are added to accounts that are 30 days delinquent.

If you should have any questions concerning your account balance, please contact the Countryside Homeowner Assn. Inc. office at 281-332-1091.

If payment has crossed in the mail please disregard this notice.

Maria Stokes  
Office Administrator  
Countryside Homeowner Assn. Inc.

**Countryside Homeowner Assn., Inc.**

PO Box 954

League City, TX 77574-0954

281-332-1091 Phone/Fax

DATE

NAME

STREET

CITY STATE ZIP CODE

Final Notice

Dear Homeowner

Our records indicate that we have not received your payment for the delinquent balance on your account and you have not responded to our past reminders for payment. Please remember that payment is due the 1<sup>st</sup> of each month and past due the 10<sup>th</sup>.

We show a delinquent balance in the amount of \$AMOUNT. Since your payment was not received when due, interest and fees have been added to your account. Additional late fees will be added to your account if it remains delinquent on the first of next month in addition to the \$20.00 that will become due for that month's payment.

Please note that as indicated at the top of this letter that this is your final notice for delinquent payment. Your association rights and privileges including voting rights and amenity usage will be suspended until assessments are paid. Unless payment is received within 10 days of the date of this notice a lien will be placed on the property and the account will be turned over to the Association attorney for collection of payment. Liens are updated quarterly without further notice.

If you should have any questions concerning your account balance, please contact the Countryside Homeowner Assn. Inc. office at 281-332-1091.

If payment has crossed in the mail please disregard this notice.

Maria Stokes

Office Administrator

Countryside Homeowner Assn. Inc.



RESOLUTION #99-2

RESOLUTION  
DEED RESTRICTION VIOLATION PROCEDURES

Declaration of Covenants, Conditions and Restrictions Policy Resolution and Deed Violation Procedures.

AUTHORITY: WHEREAS Article IX of the Declarations of Covenants, Conditions and Restrictions states: "The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association or by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter." And

WHEREAS Article IV, section (a) of the Articles of Incorporation affirms that the Association has the power "to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;" and

WHEREAS Article IV Section (f) of the Articles of Incorporation states that the Association has the power "to do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, any pay the costs or expenses in connection therewith," and

PURPOSE: WHEREAS there is a need for a policy to be established concerning the procedures to follow in dealing with deed restriction violations for Countryside Homeowner Assn. Inc.,

SPECIFICATION: NOW THEREFORE, BE IT RESOLVED THAT THE FOLLOWING PROCEDURES BE ADOPTED:

1. When the Deed Restriction Committee has determined that a resident is violating a particular section of the Association's deed restrictions, a letter similar to Attachment "A" will be sent to the Lot Owner (and resident if rental property) giving the owner (resident) ten (10) days from the date of the letter to cease and/or correct the violation. A copy of the section cited from the deed restrictions will be included in the letter.
2. At the end of the ten (10) day period, the Deed Restriction Committee will inspect the premises to see if the violation has been corrected. If it has not been corrected, a letter similar to Attachment "B" will be mailed by regular

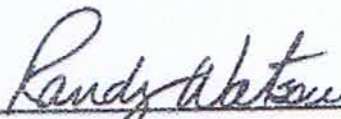


- and certified mail, return receipt requested. This notice gives the Lot Owner (resident) an additional five (5) days to cease and/or correct the violation.
3. At the end of the five (5) day period, the Deed Restriction Committee will again inspect the premises to see if the violation has been corrected. If it has not, the violation will be sent to the Association's attorney for appropriate action.
  4. When the attorney's letter is sent to the Lot Owner (resident) the Deed Restriction Committee will inspect the premises at the end of the time period allotted by the attorney for correction of the deed violation. If the violation has not been corrected the board will instruct attorney to file suit.
  5. At any time during the procedures set forth in steps 1 through 4 the Lot owner (resident) may request (in writing) a meeting with the board of directors to discuss the violation. Once the request is made, all action will cease until after said meeting. The meeting is to be placed on the agenda for the next meeting of the board of directors. Failure of the Lot owner (resident) to appear for the meeting will result in the loss of his/her right to a hearing on this violation and the procedure will resume.

BE IT FURTHER RESOLVED that this policy and procedures be published for all Association members to read.

BE IT FURTHER RESOLVED that this resolution shall not be wholly cancelled; however it may be amended, changed or replaced by a like resolution by a two-thirds (2/3) vote of the board of directors.

APPROVED: IN WITNESS WHERE, the board of directors of the Countryside Homeowner Assn. Inc. did execute this resolution on the 1 st day of September, 1999 and same resolution was recorded in the Minutes of the Association.

  
\_\_\_\_\_  
President

*Countryside Homeowner Assn., Inc.*  
*PO Box 954*  
*League City, TX 77574-0954*  
*281-332-1091 Phone/Fax*

Date

Property Owner  
100 Main St.  
League City, TX 77573

Hello Neighbor,

While inspecting the neighborhood for the Deed Qualification Committee, we noticed a nonconformance on your property with the Association's guidelines that needs your attention.

With this in mind, we are asking you to correct the following violation:

**Article VII, Section 14. Your boat cannot be parked/stored in the subdivision unless it is in your garage or other approved enclosure and is completely concealed from public view. You may not keep it parked/stored in your driveway, on the street, or in the yard. Please remove your boat from public view immediately.**

We realize that time and money are usually involved in meeting our requests but we would appreciate your handling this matter within the next 10 days. If you need an extension, please put your request in writing for Board consideration of approval. Allowing this problem to continue more than 10 days will result in further action on behalf of the Association. If you need to contact a member of the committee, please call 281-332-1091.

Sincerely yours,

Countryside Homeowner Association, Inc.  
Deed Qualification Committee

" ATTACHMENT A "



*Countryside Homeowner Assn., Inc.*  
*PO Box 954*  
*League City, TX 77574-0954*  
*281-332-1091 Phone/Fax*

Date

Property Owner  
100 Main  
League City, TX 77573

Re: Violation of Declaration of Covenants, Conditions and Restrictions

Dear Mr. Property Owner:

The Deed Qualification Committee has reported to us regarding your violation (s) of Article VII, Section 14 of the Declaration of Covenants, Conditions and Restrictions.

**Article VII, Section 14 of the Declaration of Covenants, Conditions and Restrictions provides that non-motorized vehicles, trailers, boats, marine craft, hovercraft, aircraft, machinery or equipment of any kind may not be parked or stored on any lot, easement, right-of-way or common area or in the street adjacent to such lot, easement, right-of-way or common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure.**

We have been informed that you have once again/or still have a boat parked/stored in the driveway of the property and visible from the street and that you have failed to remove this boat from the public view as previously requested by the Deeds Qualification Committee and the Board of Directors of Countryside Homeowner Assn., Inc.

If the foregoing violation (s) of the Declarations of Covenants, Conditions and Restrictions are not corrected by August 31, 1999, the Board of Directors will be forced into taking the necessary action to enforce compliance. If you feel you cannot meet this deadline, please notify the Board of Directors, in writing, before the deadline stating your reasons and intentions.

Please be advised that this letter is not meant to harass or intimidate you, but we are merely attempting to maintain the integrity of the neighborhood for all its residents.

If such action becomes necessary, we intend to seek a permanent injunction against your violation (s) of any of the Covenants referenced above and seeks substantial attorney's fees.

Sincerely,

Director/Administrator

"ATTACHMENT B"