

**TROPHY RIDGE HOMEOWNERS ASSOCIATION, INC.
ENFORCEMENT OF MAINTENANCE OBLIGATIONS POLICY**

STATE OF TEXAS

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COUNTY OF BEXAR

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SCANNED

WHEREAS, Trophy Ridge Homeowners Association, Inc. (the "Association") is a property owners association established and governed by the Declaration of Covenants, Conditions and Restrictions for Trophy Ridge Subdivision, Unit 1, recorded and filed on July 27, 2004 as Document # 20040170290 in Volume 10880, Pages 582 - 630 of the Official Public Records of Bexar County, Texas, as made applicable to Unit 2 by that certain document recorded and filed on August 24, 2005 as Document # 20050193648 of the Official Public Records of Bexar County, Texas, as made applicable to Unit 3 by that certain document recorded and filed on March 23, 2006 as Document # 20060064050 of the Official Public Records of Bexar County, Texas, as made applicable to Unit 4 by that certain document recorded and filed on February 28, 2008 as Document # 20080040643 of the Official Public Records of Bexar County, Texas, and as made applicable to Unit 5 by that certain document recorded and filed on February 11, 2011 as Document # 20110025117 of the Official Public Records of Bexar County, Texas (the "Declaration");

WHEREAS, pursuant to Section 4.6.1 of the Declaration, Owners and occupants (including lessees) of a Lot¹ have the duty and responsibility to keep the Lot, including the Improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times;

WHEREAS, pursuant to Section 4.6.2 of the Declaration, Owners shall at all times keep weeds, grass, shrubbery and trees on his/her Lot cut in a sanitary, healthful, and attractive manner;

WHEREAS, Section 4.6.5 of the Declaration provides: (a) if in the reasonable opinion of the Board, any Owner or occupant has failed to perform any of the duties or responsibilities of maintenance (including but not limited to those set forth in Sections 4.6.1 and 4.6.2 of the Declaration), then the Board may give such Person written notice of such failure and such Person must, within 10 days of receiving such notice, perform the care and maintenance required; (b) should any such Person fail to fulfill his/her duty and responsibility within such period, then the Board shall have the right to authorize its agent(s) to enter the Lot and perform such care and maintenance without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any Person; (c) the Owners and occupants of the Lot on which such work was performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such costs; (d) the cost of such work shall constitute an Individual Assessment against the specific Lot on which said work was performed with the approval of the Board; and (e) if such Owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such work, said indebtedness shall be a debt of all Persons, jointly and severally;

WHEREAS, pursuant to Section 2.1 of the Declaration, the Association, acting through its Board, has the power to enforce the conditions, covenants and restrictions set forth in the Declaration;

WHEREAS, in order to maintain the aesthetic quality of the Trophy Ridge Subdivision (the "Subdivision"), the Board has determined that it is in the Owners' best interests to adopt a policy regarding the same;

¹ All capitalized terms that are not defined herein shall have the meaning set fo

NOW, THEREFORE, the Board has resolved to adopt the following “*Enforcement of Maintenance Obligations Policy*” (the “Policy”):

In the event that an Owner or occupant fails to keep his/her Lot, including the Improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition, then the following procedures will be followed:

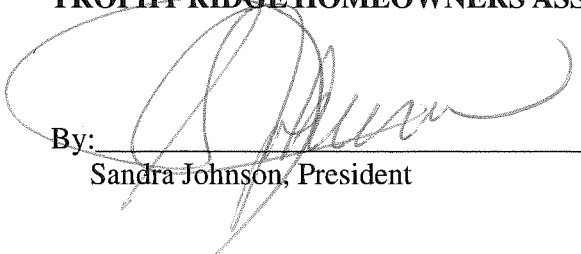
1. The Association or its agent will send the Owner and/or occupant an initial courtesy notice that advises the Owner and/or occupant that a specific location(s) and/or Improvements on the Lot must be repaired, mowed, cut, weeded and/or otherwise maintained for within 10 days of the date of the courtesy notice.
2. If the specific location(s) and/or Improvements have not been repaired, mowed, cut, weeded and/or otherwise maintained within 10 days of the date of the courtesy notice, then the Association or its agent will send a second courtesy notice to the Owner and/or occupant. This second courtesy notice will state that the Owner and/or occupant of the need to maintain the specific location(s) and/or Improvements on the Lot and will give the Owner and/or occupant another 10 days to do so.
3. If the specific location(s) and/or Improvements have not been repaired, mowed, cut, weeded and/or otherwise maintained within 10 days of the date of the second courtesy notice, then the Association and/or its agent will send a final notice to the Owner and/or occupant. This final notice will inform the Owner and/or occupant that the Association will exercise its right to enforce the maintenance obligations in accordance with Section 4.6.5 of the Declaration.
4. If the specific location(s) and/or Improvements have not been repaired, mowed, cut, weeded and/or otherwise maintained within 10 days of the date of the final notice, then the Board may exercise its right to enforce the maintenance obligations in accordance with Section 4.6.5 of the Declaration.

Nothing herein shall be deemed to apply to any situation or condition deemed by the Board, in its sole and absolute discretion, to constitute an emergency or a need for more immediate action.

[Signature Pages to Follow]

EXECUTED this 5th day of December, 2011.

TROPHY RIDGE HOMEOWNERS ASSOCIATION, INC., a Texas Non-profit Corporation

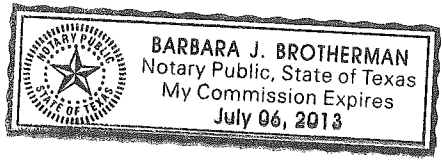


By: _____
Sandra Johnson, President

STATE OF TEXAS §
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COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Sandra Johnson, President of Trophy Ridge Homeowners Association, Inc., a Texas non-profit corporation, on the date of execution set forth above.

Barbara J. Brotheman
Notary Public, State of Texas



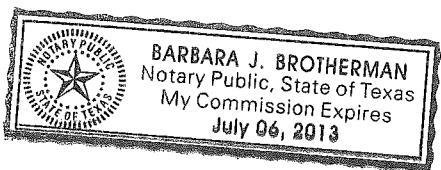
ATTEST:

Adrienne Martinez
Adrienne Martinez, Secretary

STATE OF TEXAS §
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COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Adrienne Martinez, Secretary of Trophy Ridge Homeowners Association, Inc., a Texas non-profit corporation, on the date of execution set forth above.

Barbara J. Brotheman
Notary Public, State of Texas



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JAN 09 2012



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120003888 Fees: \$28.00
01/09/2012 3:08PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK