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November 17, 2023

Sunrise Shores Property Owners Association
c/o Jaimie Kashon, President
4593 Sunrise Drive
Chandler, Texas 75758

Re: Sunrise Shores Property Owners Association (The “Association”) Reservations
and Restrictive Covenant issues

**ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS
FOR MEMBERSHIP**

Dear Jaimie Kashon:

Thank you for retaining me for the limited purpose of looking over your Association’s Reservations and Restrictive Covenants (R&RC) for the purpose of 1) attempting to determine which version, the 1978 or 2008 version is in effect; 2) advice on vacating the 2008 version, if procedures were not followed; and 3) advising on Lien and/or foreclosure applicability.

DOCUMENTS REVIEWED:

1. Attachment 1 - Reservations and Restrictive Covenants – Sunrise Shores – January 18, 1978;
2. Attachment 2 - Reservations and Restrictive Covenants – Sunrise Shores – August 26, 2008;
3. Attachment 3 - Amended and Restated Bylaws of Sunrise Shores Property Owners’ Association – May 22, 2022;
4. Attachment 4 - Rules, Regulations, and Guidelines for Sunrise Shores Property Owners – May 22, 2022;
5. Texas Property Code – HOA’s/POA’s.

VERSIONS

Associations are allowed to update Bylaws, Rules, Regulations and Restrictive Covenants (R&RC), and Guidelines. The last version of Regulations and Restrictive Covenants (Att. 2) was filed for public record August 26, 2008.

By filing this in public records, all pre-2008 POA members are on notice of the new versions of these documents. All post-2008 POA members are also on notice of the latest versions of these documents with purchase. After review of the 1978 and 2008 versions, it is my opinion that the 2008 version of Reservations and Restrictive Covenants (R&RC) is in effect, as they were never challenged within the 4 years statute for challenging a contract or document of this nature.

The last version of Rules, Regulations, and Guidelines (Att. 4), as well as Amended and Restated ByLaws (Att. 3) was placed on the POA's website and adopted 5/17/2022, and filed in the Henderson County Records on 7/13/2022. I have not been informed of any challenges to those documents at this time.

VACATING 2008 RESERVATIONS AND RESTRICTIVE COVENANTS (R&RC):

I see no action pending where a Court ruled that way. The type of documents in question today, I believe would fall under a contractual obligation, thus the statute of limitations (4 years) on challenging that vote or the new 2008 Restrictions have passed to attempt to make those Restrictions voidable.

Further, under the Amended Bylaws, (Attachment 3), and pursuant to the records retention policy of the POA, meeting minutes only retained for 7 years and voting records only retained for 7 years. (Att. 3, p. 15). Unless some prior board member kept records passed the 7 year retention period, and could prove the 2008 Restrictions were voted in without a quorum, added with the statute of limitations expiring on challenging those 2008 Restrictions, the 2008 Restrictions are in effect.

If the property owners have paid assessments after the 2008 R&RC'S were in effect, and obtained the benefit of the use of common areas, boat dock, or other community-related benefits under the 2008 Restrictons, the law would support that the POA and its Board has continued its obligaitons, and the owerns would not be able to gain an unfair advantage.

Anyone who purchased after 2008, and were provided the R&RC at purchase, likely would not have any standing to challenge the 2008 R&RC, as these R&RC would have been presented to them at closing, thus running with the land.

Its my opinion that the 2008 R&RC's cannot be invalidated, as the statute of limitations has run. Thus the 2008 R&Rc's are in effect. If the 2008 R&RC's were invalidated, the 1978 version would have expired in 2013 based on its own terms of a duration of 25 years and a successive 10 year term renewal. Taken literally, the term would only renew for one 10 year term. If you invalidated the 2008 R&RC's, there would be NO Restrictions on the residents and landowners of Sunrise Shores. I do not think that is advisable for the POA or the Board to attempt to invalidate the 2008 R&RC's, and anyone outside the POA officers or board trying to invalidate them would be too late (Statute has expired). Further, if someone successfully invalidated the

2008 version, the POA has no power to collect dues or enforce R&RC's, which includes placing liens on properties that are in default of paying dues.

Restrictive covenants run with the land, unless the R&RCs have an expiration date. When the property owner buys the land they have entered into a contract with the POA. The original Restrictions were set to expire in 2013, but have been superceded by the 2008 Restrictions. Thus any property owner in violation are subject to the R&RC's, meaning they can be fined or held to any other form of sanction specifically allowed in the Restrictions or Bylaws.

LIEN/FORECLOSURE UNDER R&RC's

An attempt to enforce the 2008 R&RC's by foreclosure or lien for property owners in default may be the first instance where the POA gets an legal objection to the validity of the 2008 Restrictions, and at that point, it should be the POA's attorney's job to convince the Court that the statute of limitations has ran, and that the 2008 Restrictions are in effect.

Again, I understand you have a few property owners who are under the belief they do not have to pay dues based on some unfounded premise that there are no enforceable Reservations and Restrictive Covenants because a quorum was not present at the 2008 meeting in order to pass new Reservations and Restrictive Covenants.

Any violations of R&RC's also have a 4 year statute of limitations, so the POA can only enforce back failure to pay dues for four years, unless some prior proper lien is on file with the proper authorities. Specifically, the association must enforce the lien within the given time period or else it will no longer be enforceable by law.

The property owners who have failed to comply with the 2008 R&RCs and failed to pay POA dues, must be warned that they are in violation of the R&RCs and subject to fines and violations and even liens placed on their property.

CONCLUSION:

I hope this answers the three questions presented to me. If you need clarification, or this did not answer the questions you presented, please reach out to me. I appreciate the opportunity to help.

Thanks,

A handwritten signature in blue ink that reads "Christy Lynn Hester". The signature is written in a cursive style with a horizontal line crossing through the middle of the letters.

Christy Lynn Hester