

COURT RULING

The Texas Supreme Court (1987) issued a ruling concerning HOA Deed Restrictions

This case concerned an Empty Lien of HOA Enforcement.

Historically, Harris County has been at the forefront of legal decisions concerning HOA's.

Supreme Court of Texas

INWOOD NORTH HOMEOWNERS' ASSOCIATION, INC.,

Petitioner,

v.

Charlie HARRIS, Jr., et al. and Rolando M. Pamilar, et al.,

Respondents.

Nos. C-5283, C-5285., July 15, 1987.

(The Respondent happens to be named Harris as well as in Harris County, Texas where the original suit was filed.)

In 1987 in case law, *Inwood vs. Harris 736, SW2d 632 (Tex. 1987)* create "contractual liens." This is a one party contract with "empty" lien rights placed on land prior to future development. Foreclosure only for **nonpayment of maintenance fees.**

The developer burdened the land title with "Runs With The Land" clause.

This means that from land seller to owner, on and on, the stipulations exist for this land.

The Texas Constitution does not allow foreclosure with an empty lien. However, with a “Runs With The Land” impressed on the deed, Inwood v Harris allowed foreclosure.

Just a thought, all of the Texas Supreme Court judges are politicians, in that, they are appointed for unexpired terms or elected.

Now comes a new case in Harris County, Texas.

<http://www.chron.com/business/real-estate/article/Garden-Oaks-deed-restrictions-up-for-grabs-8100790.php>

This court sided with a homeowner against the HOA in this Deed Restriction case.

“A Harris County judge has ruled that even though a Garden Oaks family's garage violated the deed restrictions in the popular neighborhood, the group that governs those restrictions did not have the power to enforce them.

The judgment was the result of a now 4-year-old case between [the Chang family and the Garden Oaks Maintenance Organization](#). Judge Dan Hinde found that while the Peter and Katherine **Chang did violate the deed restriction with the size of their garage, their "failure to comply" was excused because of the evidence that the board that enforces restrictions selectively enforced the**

restrictions and the group's authority to enforce was unreasonable.

The judge denied the \$80,000 in legal fees and limited the scope of his judgement to the Chang family, not the entire neighborhood.”

This is an opening legal shot at HOA’s and their lax enforcement of Deed Restrictions.

Enforce Deed Restrictions, or lose them!

Apparent HOA Board Liability

“Once notified by a homeowner, attorney or other government official that an HOA organization is not meeting the state's statutes, the boards have the responsibility to correct their governance. Failure to do so in certain states, such as [Texas](#), can result in the levy of misdemeanor charges against the board and open the board (and HOA) to potential lawsuits to enforce state laws of governance. In some instances, a known failure to rectify the board's governance to meet the state's statutes can open the board's members to personal liability as most insurance policies indemnifying the board members against legal action do not cover willful misconduct.”

Data referenced to HOUSTON CHRONICLE

Lanty Wylie