

FINING POLICY
For
PARK LAKES PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Kennetha Smith-Tolbert, Secretary of Park Lakes Property Owners Association, Inc., a Texas non-profit corporation ("Association"), do hereby certify that, in the open session of a properly noticed meeting of the Association's Board of Directors ("Board"), duly called and held on the 17th day of March, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Fining Policy was approved by at least a majority the Board members in attendance.

RECITALS

1. Article IV, Section 9.1 of the Declaration of Covenants, Conditions and Restrictions for Canyon Gate at Park Lakes ("Declaration") recorded as Exhibit A to the document filed in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP-2021-52455 provides in pertinent part:

"If notice and an opportunity to be heard are given as provided by law, the Association is authorized to impose reasonable fines for violations of the provisions of this Declaration or any other Dedicatory Instrument of the Association . . ." and that "Such fines . . . will be added to the Owner's Annual Assessment account, secured by the lien established in Article V of this Declaration, and collected in the manner provided in Article V of this Declaration."

2. Article III, Section 21(f) of the Association's Bylaws authorizes the Board of Directors to adopt, establish, and amend from time to time at the discretion of the Board, a fine schedule and/or fine policy for any infraction of the Association's Dedicatory Instruments [as that term is defined in Texas Property Code Section 202.001(1)].

3. The Association's Board of Directors desires to adopt the following Fining Policy.

PARK LAKES PROPERTY OWNERS ASSOCIATION, INC.
FINING POLICY

The Recitals are fully incorporated herein by reference.

1. This Fining Policy ("Policy") replaces and supersedes any previous fining policy or similarly named document adopted by the Park Lakes Property Owners Association, Inc. ("Association") including, but not limited to, the fining policies filed in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. 20110201410 and RP-2018-275249.
2. All capitalized terms in this Policy have the same meaning ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Canyon Gate at Park Lakes ("Declaration") recorded in the Official Public Records of Real Property of Harris County, Texas as Exhibit A to the document filed under Clerk's File No. RP-2021-524555, as amended or supplemented, if any unless otherwise defined in this Policy.
3. Each Owner is responsible for assuring that the Owner and the Owner's tenant(s), occupant(s), guest(s), and invitees comply with the provisions of the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute] that are applicable to the properties under the jurisdiction of the Association. In the event that an Owner, tenant, occupant, guest, or invitee of an Owner violates any of the provisions of the Dedicatory Instruments, the Association's Board of Directors ("Board") shall have the authority to impose a fine as described below upon the Owner and/or occupant of a Lot under the jurisdiction of the Association.
4. The Association shall, before a fine is imposed, send the Owner of the Lot the notice required by law, if any. The Board may, in its sole and absolute discretion, also provide the notice required by law, if any, to the occupant(s) of the Lot.
5. If the violation continues from day to day without intervening activity (a "Curable Violation") as determined at the sole and absolute discretion of the Board, the Fine Schedule will be as follows:

\$100.00 per day until corrected

5.1 Curable Violations – By way of example and not in limitation, the following are examples of Curable Violations:

- a. An ongoing parking violation.
 - b. A maintenance violation.
 - c. An ongoing noise violation.
6. If the violation consists of single occurrence (an "Uncurable Violation") or separate occurrences (i.e., repeat instances of an Uncurable Violation) as determined at the sole and absolute discretion of the Board, the Fine Schedule will be as follows:

First Violation: \$100.00 per occurrence
Each Additional Similar or Substantially Similar Violation: \$200.00 per occurrence

6.1 Uncurable Violation – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the following are examples of Uncurable Violations:

- a. An act constituting a threat to health or safety.
- b. A one-time or non-ongoing parking violation.
- c. A one-time noise violation that is not ongoing.
- d. Conducting a non-ongoing activity or other event prohibited by the Association's Dedicatory Instruments.

7. Notwithstanding any language to the contrary in this Policy, the Fine Schedule for a violation of any term or provision of Article II (Architectural Control) of the Declaration will be as follows:

\$200.00 per day until corrected

8. If an Owner is entitled to an opportunity to cure a violation and a hearing is properly requested by the Owner in response to the Association's notice under Texas Property Code Section 209.006, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Association's Board of Directors. The Association shall hold the hearing not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. Not later than ten (10) days before the Association holds the hearing, the Association shall provide to Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide the packet within the period described, Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the dispute.
9. Per Texas Property Code Section 209.006(d), an Owner is not entitled to notice of a fine being levied for a violation for which the Owner was previously given notice under the Property Code and the opportunity to exercise any rights available under the Property Code in the preceding six months.
10. The Board is hereby authorized in its sole and absolute discretion to impose a lesser fine or no fine at all for a violation of the Dedicatory Instruments. Any adjustment to the Fine Schedule

by the Board shall not be construed as a waiver of the Fine Schedule or the Dedicatory Instruments.

11. Per Article IV, Section 9.1 of the Declaration, any fine imposed under this Policy shall be secured by the Association's lien on the Owner's Lot.
12. This Policy is in addition to any other remedy the Association may have to pursue a violation of the Association's Dedicatory Instruments and in no way limits or estops the Association from pursuing any other remedy to enforce the Association's Dedicatory Instruments.

I hereby certify that I am the Secretary of the Association and that the foregoing Fining Policy was approved as set forth above and now appears in the books and records of the Association.

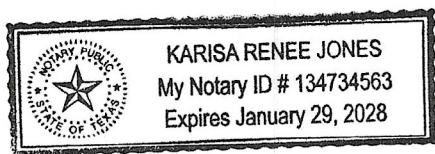
PARK LAKES PROPERTY OWNERS ASSOCIATION, INC.

By: Kennetha Smith-Tolbert
As Secretary of the Association

Name Printed: Kennetha Smith-Tolbert

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 24 day of March,
2025, personally appeared Kennetha Michelle Smith-Tolbert, as
Secretary of Park Lakes Property Owners Association, Inc., known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that she executed the
same for the purpose and in the capacity therein expressed.



Karisa Renee Jones
Notary Public in and for the State of Texas