

**Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751**

Instrument Number: 2024-00010208

As

Recorded On: 07/25/2024 02:00 PM **Recordings - Land**

Parties: PARK HARBOR PROPERTY OWNERS ASSOCIATION

To: PUBLIC

Number of Pages: 7 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 45.00

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Recorded By: Janice Hankins

*******DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read 'Mary Margaret Wright'.

County Clerk
Henderson County, Texas

Record and Return To:

PARK HARBOR PROPERTY OWNERS
PO BOX 665

EUSTACE, TX 75124



ENFORCEMENT AND FINING POLICY

PARK HARBOR PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS	§	RESOLUTION ADOPTING ENFORCEMENT AND
	§	FINING POLICY FOR PARK HARBOR PROPERTY
COUNTY OF HENDERSON	§	OWNERS ASSOCIATION

RECITALS

WHEREAS, the Board of Directors of the Park Harbor Property Owners Association is empowered by the duties and authority of the Association's Bylaws and Declaration to make and enforce compliance as to the operation, use, and occupancy of the Property; and

WHEREAS, the Board has the authority to levy fines, penalties, and other charges and to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the provisions of the Declaration; and to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of the Declaration; and

WHEREAS, the Board wishes to establish procedures and practices to remedy violations of the Association's Bylaws; Declaration; rules, regulations, and policies adopted by the Board; or any architectural standards or guidelines set forth to a Member(s) by way of bulletins, ARC applications and charters, or ARC approved Construction Plans, including the establishment of monetary fines for violations after due notice of the existence of a violation and the opportunity to cure such violation has been given; and

WHEREAS, the Board wishes to establish procedures and practices for charging Owners, family members, guests, visitors, occupants, and tenants for property damage to Common Areas by such parties, and

WHEREAS, the Board wishes to adopt enforcement and fining policies in compliance with sections 209.006, 209.0061, and 209.007 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of Henderson County, Texas in compliance with section 202.006 of the Texas Property Code; it is

NOW THEREFORE RESOLVED, the Board has established the attached Enforcement and Fining Policy.

**PARK HARBOR PROPERTY OWNERS ASSOCIATION
ENFORCEMENT AND FINING POLICY**

DEFINITIONS

In addition to the definitions below, the definitions contained in the Bylaws and Declaration, as from time to time amended, are hereby incorporated herein by reference.

Unless the context specifies or requires, the following words and phrases when used in this Policy shall have the meanings hereafter specified:

“Governing Documents” shall mean the Association’s Bylaws; Declaration; rules, regulations, and policies adopted by the Board; or any architectural standards or guidelines set forth to a Member(s) by way of bulletins or other documents, ARC applications and charters, or ARC approved Construction Plans.

“Violation” shall mean any condition, use, activity, or Improvement which does not comply with the provisions of the Governing Documents, unless otherwise expressly authorized by the Board. For the purposes of this Policy, “Violation” shall also include any property damage caused by Owners, including the Owner’s family members, guests, visitors, occupants, and tenants to Common Areas by such parties.

“Curable Violations” shall mean any Violation that is ongoing and capable of being remedied by affirmative action. Examples of acts considered Curable are parking, storage, or maintenance violations; ongoing noise violations; and the failure to construct improvements or modifications in accordance with approved plans and specifications.

“Threat to public health and safety” shall mean any Violation that could materially affect the physical health or safety of an ordinary resident.

“Verified Mail” shall mean any method of mailing for which evidence of mailing is provided by the United States Postal Service.

ENFORCEMENT ACTIONS

Before the Association may suspend an Owner’s right to use a Common Area, file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment, charge an Owner for property damage, or levy a fine for a Violation, the Board or its agent must give written notice to the Owner as described in Sections 1 and 2 below.

1. Initial Notice of Violation. Upon verification of the existence of a Violation by the Board or its delegate, written notice will be sent to the Owner informing them of the Violation. The notice will inform the Owner of the following:

- a. The nature, description, and location of the Violation, which is the basis for the suspension action, charge, or fine.
- b. A description of what is required to constitute satisfactory remediation.
- c. A specific date, deemed to be a reasonable time period from the date of the notice [see **Exhibit A** for recommended time periods for remediation], by which the Owner must remedy

the Violation in order to avoid a fine or suspension. Section 1(c) is required only if the Violation is a Curable Violation and does not pose a threat to public health or safety.

- d. The Owner's right to submit a written request for a hearing by the Board, the notification and hearing procedures of which shall be in accordance with and limited by the provisions of Texas Property Code 209.007, on or before the 30th day after the date the notice was mailed to the Owner.
- e. Special rights or relief may exist for the Owner under the law, including Servicemembers Civil Relief Act, if the Owner is serving on active military duty.
- f. If the Violation poses a threat to public health or safety, Sections c and d do not apply.

2. Second Notice of Violation. If the Owner fails to remedy the Violation by the later of (a) the deadline provided in the initial notice or (b) the date of a Board hearing if the Violation is not dismissed or otherwise resolved, the Board will send the Owner a second notice. The second notice will inform the Owner of the amount of any fines, the amount claimed to be due from the Owner for property damage, or other Permitted Charges in accordance with the Declaration.

Failure to remedy a Violation within ten (10) days of the second notice being sent to the Owner will result in the Board electing to pursue any one or more of the actions and remedies available under this Policy as described in Section 3 or the Governing Documents.

3. Failure to Remedy. If the Violation is not otherwise dismissed by the Board, failure to remedy the Violation by the Owner within the time period specified in the second notice may result in one or more of the following actions:

- a. Fines: The Board may levy fines against the Owner. If the Owner cures the Violation before the expiration of the period for cure described in the second notice, a fine may not be assessed for the Violation.
- b. Suspension: The Board may suspend the Owner's right to use Common Areas and all amenities within Park Harbor, including but not limited to the boat ramp, trailer parking, the pond, and the park until such time as the Violation has been remedied and all fines and Permitted Charges have been paid.
- c. Corrective Action: The Board may take action to correct the Violation at the expense of the Owner in accordance with Section 2.3 of the Sixth Amended and Restated Covenants, Conditions, and Restrictions, as amended. In such a case, the Association, and its agents and contractors, will not be liable to the Owner or any third party for trespassing or any damages or costs alleged to arise by virtue of the action. The Board may undertake corrective action if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed, or abated with undue expense and without breach of the peace.
- d. Other: Any other means of enforcement and remedy under law or at equity, the Governing Documents, or this Policy, including but not limited to injunctive relief.

The non-repetition of a one-time Violation, or one that is not ongoing, is not considered an adequate remedy.

4. Reoccurring Violation. Sections 1 and 2 do not apply to a Violation for which the Owner has previously been given notice and the opportunity to exercise any rights available under this Policy within the preceding six months. In such situations, the Violation will be considered uncured, and the Violation process described above will resume where the last notice was given.

5. Immediate Temporary Suspensions. The Board may immediately and without notice impose a temporary suspension of a person's right to use Common Areas if the temporary suspension is the result of a Violation that occurred in a Common Area and involved a significant and immediate risk of harm to others. The notice and hearing provisions of this Policy (Sections 1 and 2) are not required in such situations. A temporary suspension may be put in place without prior notice to a person and will remain in effect until the Board makes a final determination on the suspension action.

6. Notice Requirements. Any notice required by this Policy will be given to the Owner in writing and sent by Verified Mail, return receipt requested, to the Owner's last known address as shown in the Association's records. The notice will be deemed to have been given, sent, delivered, or received, the date upon which the notice is placed into the care and custody of the United States Postal Service. Additionally, the Board may, at its discretion, have any notice required by this Policy delivered by hand to the Owner, receipt requested, by a minimum of two (2) Board members.

7. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Policy. Upon verification by the Board that the Violation has been corrected, removed, or abated, the Violation will be deemed no longer to exist. The Owner will remain liable for all fines and Permitted Charges under this Policy, which, if not paid upon demand, will be handled as a delinquent assessment pursuant to the Declaration.

If the Owner cures the Violation before the expiration of the period for cure described in Sections 1 and 2, a fine will not be assessed for the Violation.

8. Referral to Legal Counsel. Where a Violation is determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, handling legal procedures, sending demand letters to the violating Owner, seeking damages from the Owner, and/or seeking injunctive relief against the Owner to correct, remove, or abate the Violation.

9. Owner's Obligations. Permitted Charges, including but not limited to fines attorney's fees and all costs incurred by the Association in bringing such action, enforcing the Governing Documents, and/or administering this Policy shall become the personal obligation of the Owner.

10. Property Transfers. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personally liable for all costs and fines under this Policy. As soon as practicable after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be personally liable for all costs and fines under this Policy which are the result of the new Owner's failure and/or refusal to correct, remove, or abate the Violation in the time and manner specified under this Policy.

FINES

If an Owner (including the Owner's family members, guests, visitors, occupants, and tenants) violates the provisions set forth in the Governing Documents, it is grounds for assessment of a monetary fine. The Owner will be deemed responsible for the payment of any fines and Permitted Charges.

Notwithstanding the Stated Schedule of Fines and Periods of Remediation [Exhibit A], the Board is granted the authority to waive fines, adopt and assess a different fine schedule and different periods of remediation,

and/or assess additional penalties associated with a Violation on a case-by-case basis after considering all the facts of the Violation.

This Policy was approved and adopted by the Park Harbor Property Owners Association Board of Directors at a meeting held on July 21, 2024 and executed by the undersigned Secretary of the Corporation on July 25 2024, 2024, attesting to the affirmative vote of the Board. This Policy is effective upon recordation in the Public Records of Henderson County, Texas.

Francis E Miller
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 25 day of July, 2024, by Francis E Miller, Secretary of Park Harbor Property Owners Association.

Katie Holcomb
Notary Public for the State of Texas

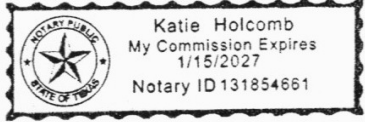


Exhibit A
Stated Schedule of Fines¹
And
Periods of Remediation

	General Category of Violation	Document Ref. (CC&R)	Fines for repeated Violations within 12 months of the 1st Violation			Recommended Time for Completed Remediation (Applies only to Curable Violations that do not pose a threat to public health or safety)
			Fine 1 st Violation	Fine 2 nd Violation	Additional Violations	
Tier 1	<ul style="list-style-type: none"> - Parking/Storage - Noise/Nuisance - Speeding - Signs and Displays - Animals - Misuse of Common Areas - Prohibited property use/activities - Park Harbor rules, regulations, policies - Delinquent POA administrative charges 	<ul style="list-style-type: none"> - 4.9, 4.10, 4.14 - 4.16 - 4.17 - 4.12 - 4.24 - 4.15 - 4.1-2, 4.9, 4.20-22, 4.25 - Bylaws 2.3(a) - Bylaws 10.3 	\$25	\$50	\$100	Less than 10 days
Tier 2	<ul style="list-style-type: none"> - Maintenance and upkeep - Drainage and water flow - Threats to health and safety - Dangerous Dogs 	<ul style="list-style-type: none"> - 4.5, 4.23, 4.21 - 4.19 - 4.22, 4.30 - 4.24(e) 	\$100	\$200	\$400	Less than 10 days
Tier 3	<ul style="list-style-type: none"> - Improvements (Architectural/Building) - Water and sewer facilities - ARC Application/Conditions & Requirements - Unauthorized improvements and utilities - Easements/Rights-of-way 	<ul style="list-style-type: none"> - 4.3-4, 4.6-8, 4.11, 4.26-27, 4.29, 4.32-33 - 4.18 - ARC Application - 4.4, 4.8, 4.28 - 4.26 	\$250	\$500	\$1,000	Substantial progress evident in less than 10 days; Final completion in less than 30 days
Tier 4	<ul style="list-style-type: none"> - Short-term Rental 	<ul style="list-style-type: none"> - 4.13 	\$1,000	\$2,000	\$3,000	Less than 10 days
	Ongoing Violations	In the case of an ongoing Violation (e.g., short-term rentals, architectural/building violations, maintenance violations, etc.) that is not remedied, the Board may assess additional monetary fines on regular intervals until the Violation is remedied, the amount and frequency of which is determined by the Board.				

¹ In addition to assessed fines, an Owner will be responsible for all Permitted Charges, including without limitation the costs of remediation and enforcement.