



SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
GRAND LAKES COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the authorized representative of Grand Lakes Community Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Grand Lakes Community Association, Inc." recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File Nos. 2019103499, 2019149655, 2020014803, 2020137352, 2021036062, 2021064757, 2021172516, 2023122210, and 2024022657 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

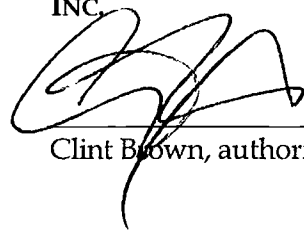
- **Governing Documents Enforcement and Fine Policy for Grand Lakes Community Association, Inc.**
- **Collection Policy for Grand Lakes Community Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

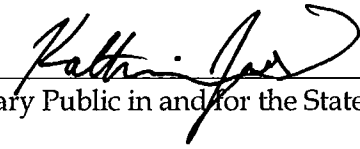
Executed on this 27th day of June, 2024.

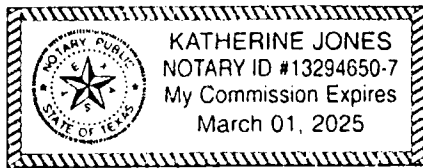
GRAND LAKES COMMUNITY ASSOCIATION,
INC.

By: 
Clint Brown, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 27th day of June, 2024 personally appeared Clint Brown, authorized representative of Grand Lakes Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
GRAND LAKES COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, Dean Haefner ^{V.P. - President} Secretary of Grand Lakes Community Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 24 day of June, 2024, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article II, Section 9, of the Declaration authorizes the Association to enforce all covenants, conditions and restrictions set forth in the Declaration.
2. Article X, Section 3, of the Declaration authorizes the Association to levy fines against an Owner for violations of the Governing Documents, subject to compliance with notice requirements imposed by law.
3. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
4. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Governing Documents of the Association consistent with Section 209.006 of the Texas Property Code.
5. This Policy replaces and supersedes any previous fine and enforcement policy (or similarly named document), if any, adopted by the Association including, but not limited to, the fine and enforcement policy filed at Clerk's File Nos. 2012041272 and 2019103499 in the Official Public Records of Real Property of Fort Bend County, Texas.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Declaration** – The Declaration of Covenants, Conditions and Restrictions for Grand Lakes recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk’s File No. 9757011, as amended and supplemented.
- 1.2. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** – By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **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 Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which

enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. Enforcement - Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** - Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** - After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** - Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** - The demand letter will include the

following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

3.5. Hearing Requested – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner’s written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the “place” of the hearing for purposes of the notice.

3.6 Hearing Packet – The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

3.7 Conducting 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. An Owner, or an Owner’s designated representative is then entitled to present the Owner’s information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative. Additional information regarding the hearing process may be found in the Association’s 209 Hearing Policy.

3.8. Hearing Not Requested – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter.

Fines, suspension of the right to use the Common Properties, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.9. **Remedies** - The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Properties may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

4.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may

be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice.

4.3. Hearing Packet - The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

4.4. Conducting 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. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative. Additional information regarding the hearing process may be found in the Association's 209 Hearing Policy.

4.5. Remedies - Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Properties, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Properties may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Properties without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. Fines may be assessed for any violation of the Governing Documents, including but not limited to architectural violations, violations for using a lot in a prohibited manner, failure to take required action, and failure to maintain a lot or the structures thereon.

Pursuant to Section 209.0061 of the Texas Property Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

Curable Violations

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Pre-Fine Notice (if sent)		No Charge
1 st Notice (Chapter 209 - Demand Letter)	30 days	\$50.00
2 nd Notice of Fine Letter	30 days	\$100.00
3 rd Notice of Fine Letter	30 days	\$200.00
Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	\$200.00

Uncurable Violations and Violations Posing a Threat to Public Health or Safety

Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	\$200.00
Fine Letter for failure to submit Architectural Committee Application for new construction	N/A	\$1,000.00
Fine Letter for failure to submit Architectural Committee Application for modification to existing improvements	N/A	\$500.00
Fine Letter for failure to submit Architectural Committee Application for modification to roofs	N/A	\$1,000.00

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Texas Property Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Governing Documents, taking into account factors including, but not limited to, the severity of the violation and the number of Owners

affected by the violation. Any adjustment to this fine schedule by the Board shall not be construed as a waiver of the fine schedule or the Governing Documents. Any fine levied by the Association is the personal obligation of the Owner.

I hereby certify that I am the duly elected and acting Secretary of the Grand Lakes Community Association, Inc. and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this 24 day of June, 2024.

GRAND LAKES COMMUNITY ASSOCIATION, INC.

By: Dean E. Haefner

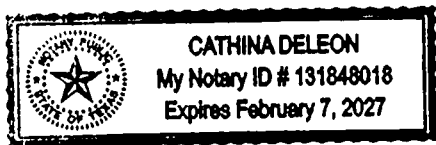
Printed: Dean E. Haefner

Its: Secretary Vice-President

THE STATE OF TEXAS §

COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 24 day of June, 2024 personally appeared Dean Haefner, Vice President of Grand Lakes Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Cathina DeLeon
Notary Public in and for the State of Texas

COLLECTION POLICY
for
GRAND LAKES COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Dean Haefner, ^{Vice-President}~~Secretary~~ of Grand Lakes Community Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 24 day of June, 2024, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS:

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.
2. The Board desires to adopt a Collection Policy consistent with the Association's Dedicatory Instruments (as defined below) and state law.

COLLECTION POLICY

It is the policy of the Grand Lakes Community Association, Inc. ("Association") to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments and other charges due and owing to the Association in accordance with the following Collection Policy ("Policy"):

Section 1. Definitions. Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The Base Annual Assessment and other assessments including, but not limited to, Neighborhood Assessments, Special Assessments, and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the Association's lien and the collection which is governed by the Declaration and/or state law.
- 1.2. **Declaration** - shall mean the following:
 - a. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Grand Lakes.
- (2) First Amendment to Declaration of Covenants, Conditions and Restrictions for Grand Lakes.
- (3) Amendment to Declaration of Covenants, Conditions and Restrictions for Grand Lakes.
- (4) Declaration of Supplemental Restrictions for Grand Lakes, Section One.
- (5) Declaration of Supplemental Restrictions for Grand Lakes, Section Two.
- (6) Declaration of Supplemental Restrictions for Grand Lakes, Section Three.
- (7) Declaration of Supplemental Restrictions for Grand Lakes, Section Four.
- (8) Amendment to Declaration of Supplemental Restrictions for Grand Lakes, Section Four.
- (9) Declaration of Supplemental Restrictions for Grand Lakes, Section Five.
- (10) Declaration of Supplemental Restrictions for Grand Lakes, Section Six.
- (11) Declaration of Supplemental Restrictions for Grand Lakes, Section Seven.
- (12) Declaration of Supplemental Restrictions for Grand Lakes, Section Eight.
- (13) Declaration of Supplemental Restrictions for Grand Lakes, Section Nine.
- (14) Declaration of Supplemental Restrictions for Grand Lakes, Section Ten.
- (15) Amendment to Declaration of Supplemental Restrictions for Grand Lakes, Section Ten.
- (16) Declaration of Supplemental Restrictions for Grand Lakes, Section Eleven.
- (17) Declaration of Supplemental Restrictions for Grand Lakes, Section Twelve.
- (18) Declaration of Supplemental Restrictions for Grand Lakes, Phase Two, Section One.
- (19) Declaration of Supplemental Restrictions for Grand Lakes, Phase Two, Section Two.
- (20) Declaration of Supplemental Restrictions for Grand Lakes, Phase Two, Section Three.
- (21) Declaration of Supplemental Restrictions for Grand Lakes, Phase Two, Section Four.
- (22) Declaration of Supplemental Restrictions for Grand Lakes, Phase Two, Section Five.
- (23) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section One.

- (24) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section Two.
- (25) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section Three.
- (26) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section Five.
- (27) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section Seven.
- (28) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section Eight.
- (29) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section Nine.
- (30) Declaration of Supplemental Restrictions for Grand Lakes, Phase Three, Section Eleven.
- (31) Declaration of Supplemental Restrictions for Grand Lakes, Phase Four, Section Two.
- (32) Declaration of Supplemental Restrictions for Grand Lakes, Phase Four, Section Three.
- (33) Declaration of Supplemental Restrictions for Grand Lakes, Phase Four, Section Four.
- (34) Declaration of Supplemental Restrictions for Grand Lakes, Phase Four, Section Five.
- (35) Declaration of Supplemental Restrictions for Grand Lakes, Phase Four, Section Six.
- (36) Declaration of Supplemental Restrictions for Grand Lakes, Phase Four, Section Seven.

b. Recording Information:

- (1) Fort Bend County Clerk's File No. 9757011.
- (2) Fort Bend County Clerk's File No. 9761514.
- (3) Fort Bend County Clerk's File No. 9838251.
- (4) Fort Bend County Clerk's File No. 9823447.
- (5) Fort Bend County Clerk's File No. 9823448.
- (6) Fort Bend County Clerk's File No. 9823449.
- (7) Fort Bend County Clerk's File No. 9823450.
- (8) Fort Bend County Clerk's File No. 9889180.
- (9) Fort Bend County Clerk's File No. 1999111942.
- (10) Fort Bend County Clerk's File No. 1999012353.
- (11) Fort Bend County Clerk's File No. 2000016213.
- (12) Fort Bend County Clerk's File No. 1999042207.
- (13) Fort Bend County Clerk's File No. 2001042119.
- (14) Fort Bend County Clerk's File No. 1999109354.
- (15) Fort Bend County Clerk's File No. 2000064385.
- (16) Fort Bend County Clerk's File No. 2000035232.
- (17) Fort Bend County Clerk's File No. 2000092240.
- (18) Fort Bend County Clerk's File No. 2000098349.

- (19) Fort Bend County Clerk's File No. 2000098350.
- (20) Fort Bend County Clerk's File No. 2001009349.
- (21) Fort Bend County Clerk's File No. 2001100861.
- (22) Fort Bend County Clerk's File No. 2002065997.
- (23) Fort Bend County Clerk's File No. 2001117955.
- (24) Fort Bend County Clerk's File No. 2002002684.
- (25) Fort Bend County Clerk's File No. 2002111125.
- (26) Fort Bend County Clerk's File No. 2003099486.
- (27) Fort Bend County Clerk's File No. 2003132735.
- (28) Fort Bend County Clerk's File No. 2004091137.
- (29) Fort Bend County Clerk's File No. 2004132709.
- (30) Fort Bend County Clerk's File No. 2006061013.
- (31) Fort Bend County Clerk's File No. 2003148175.
- (32) Fort Bend County Clerk's File No. 2004044269.
- (33) Fort Bend County Clerk's File No. 2005032048.
- (34) Fort Bend County Clerk's File No. 2005099567.
- (35) Fort Bend County Clerk's File No. 2005128897.
- (36) Fort Bend County Clerk's File No. 2006135359.

"Declaration" also includes any other applicable amendments, annexations or supplements not included in the list above and any future amendments, annexations or supplements.

1.3. Dedicatory Instruments - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

1.4. Property - shall mean the following:

- a. Property described by metes and bounds on Exhibit "A" attached to the "Declaration of Covenants, Conditions and Restrictions for Grand Lakes" recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 9757011 (which said Exhibit "A" is incorporated herein by reference).
- b. Grand Lakes, Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 1689B and 1690A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- c. Grand Lakes, Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 1690B and 1691A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.

- d. Grand Lakes, Section Three (3), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 1691B and 1692A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- e. Grand Lakes, Section Four (4), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide No. 1692B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- f. Grand Lakes, Section Five (5), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 1883B and 1884A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- g. Grand Lakes, Section Six (6), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide No. 1816B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- h. Grand Lakes, Section Seven (7), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 1925A and 1925B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- i. Grand Lakes, Section Eight (8), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 1817A and 1817B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- j. Grand Lakes, Section Nine (9), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 1177093 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- k. Grand Lakes, Section Nine (9), Partial Replat No. One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20010143 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- l. Grand Lakes, Section Ten (10), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide

Nos. 1926A and 1926B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.

- m. Grand Lakes, Section Eleven (11), is a 14.90 acre tract of land as described by metes and bounds on Exhibit "A" attached to the "Declaration of Supplemental Restrictions for Grand Lakes, Section Eleven" recorded in the Official Public Records of Real Property of Fort Bend County, Texas under Clerk's File No. 2000035232 (which said Exhibit "A" is incorporated herein by reference).
- n. Grand Lakes, Section Twelve (12), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide No. 2068A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- o. Grand Lakes, Section Twelve (12), Amending Plat No. One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2133A and 2133B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- p. Grand Lakes, Section Fourteen (14), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide No. 2364A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- q. Grand Lakes Phase Two (2), Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2060A and 2060B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- r. Grand Lakes Phase Two (2), Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2046A and 2046B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- s. Grand Lakes Phase Two (2), Section Three (3), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2071B and 2072A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.

- t. Grand Lakes, Phase Two (2), Section Four (4), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20010145 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- u. Grand Lakes, Phase Two (2), Section Five (5), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2290A and 2290B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- v. Grand Lakes, Phase Two (2), Section Six (6), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2243B and 2244A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- w. Grand Lakes Phase Three (3), Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2221A and 2221B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- x. Grand Lakes Phase Three (3), Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2222B and 2223A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- y. Grand Lakes Phase Three (3), Section Three (3), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2263A and 2263B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- z. Grand Lakes Phase Three (3), Section Four (4), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2301A and 2301B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- aa. Grand Lakes Phase Three (3), Section Five (5), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2446B and 2447A of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.

- bb. Grand Lakes Phase Three (3), Section Six (6), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2485A and 2485B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- cc. Grand Lakes Phase Three (3), Section Seven (7), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2484A and 2484B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- dd. Grand Lakes Phase Three (3), Section Eight (8), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20040005 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- ee. Grand Lakes Phase Three (3), Section Nine (9), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20040080 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- ff. Grand Lakes Phase Three (3), Section Ten (10), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20050035 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- gg. Grand Lakes Phase Three (3), Section Eleven (11), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20060002 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- hh. Grand Lakes Phase Four (4), Section One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2431A and 2431B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- ii. Grand Lakes Phase Four (4), Section Two (2), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Slide Nos. 2432A and 2432B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- jj. Grand Lakes Phase Four (4), Section Three (3), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded

- under Slide No. 2531B of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- kk. Grand Lakes Phase Four (4), Section Four (4), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20040077 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- ll. Grand Lakes Phase Four (4), Section Four (4), Partial Replat No. One (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20050016 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- mm. Grand Lakes Phase Four (4), Section Five (5), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20050074 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- nn. Grand Lakes Phase Four (4), Section Six (6), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20050001 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.
- Grand Lakes Phase Four (4), Section Seven (7), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 20060011 of the Plat Records of Fort Bend County, Texas and all amendments to or replats of said maps or plats, if any.

“Property” shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association, if any, that are not included above.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each Base Annual Assessment shall be due by the first (1st) day of January or such other date established by the Declaration or the Board of Directors (“Board”). Each Special Assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

Section 3. Cost Recovery. Each Assessment, together with interest, costs, and attorney fees incurred in a collection action shall be secured by a continuing lien upon each Lot and shall

be the personal obligation of the Owner. Unless otherwise prohibited by law or as otherwise provided by the Association's Dedicatory Instruments, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

Section 4. Delinquency Processing. The delinquent date for all Assessments will be thirty (30) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

Section 5. Notices. All collection notices sent to the Owner below shall contain notice of the amount then due.

- 5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Properties are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Properties use rights as a separate mailing.

Section 6. Interest. Unless otherwise provided by the Declaration, any Assessment not paid within thirty (30) days of the Due Date shall bear interest from the Due Date at the maximum rate allowed by law or, if there is no maximum lawful rate, at the rate of eighteen percent (18%) per annum.

Section 7. Payment Plan and Partial Payments. All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. If accepted by the Association, partial payments shall be posted in accordance with Section 209.0063 of the Texas Property Code unless the owner is in default under a payment plan at the time the Association receives the payment. The acceptance of a partial payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. If an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy. The Association will not accept cash payments.

Section 8. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. If a dishonored check notice is not sent, the Association may proceed with collection activity immediately. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check [including a management company fee(s), if any] shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 9. Owner's Mailing Address. It is the responsibility and obligation of each Owner who owns a Lot under the jurisdiction of the Association to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the street address of the Owner's Lot or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to these Bylaws shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or to obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of an Owner's mailing address.

Section 10. Referral of Account to Association's Collection Agent. The Association, the Board, an individual Board member, the Association's office staff if any, or the Association's

management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing this Policy in the applicable county records, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) any portion of a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the Association's Dedicatory Instruments or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner (includes the authority to allow the Association's attorney or designated agent to bid on and purchase the property at a trustee foreclosure sale or at a constable/sheriff's sale), and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court, and monitoring the bankruptcy case in order to protect the Association's interests.

Section 11. Required Action. Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

Section 12. Referral of Account to Credit Reporting Service(s). In the event that an Owner does not either pay the balance due on the assessment account of Owner's Lot in full or enter into a payment plan for the amount due after receipt of a Final Delinquent Notice as described in Section 5.2 above, the Association may, but is not required to, report a delinquent account to a credit reporting service(s) of the Association's choosing. The Association's may report the delinquent account by and through its management company. The decision to refer a delinquent account to a credit reporting service(s) shall be at the sole and absolute discretion of the Board. The Board is not required to refer all delinquent accounts to a credit reporting service(s) and retains the sole and absolute discretion to refer accounts to a credit reporting service(s) on a case-by-case basis.

Section 13. Lien Filing. In the event the Association decides to file an assessment lien, before the Association files the assessment lien (as that term is defined in Texas Property Code Section 209.0094), the Association must:

- a. Send an initial notice of delinquency:
 - (1) by first class mail to the Owner's last known mailing address as reflected in the Association's records;
 - or*
 - (2) by e-mail to an e-mail address the Owner has provided to the Association.

and

- b. Send a second notice of delinquency by certified mail, return receipt requested, to the Owner's last known mailing address as reflected in the Association's records not earlier than the 30th day after notice is given under Subsection a(1).

The Association may not file an assessment lien before the 90th day after the date notice of delinquency was sent to the property owner under Section 13.b.

Section 15. This Policy replaces and supersedes any previous collection policy (or similarly named document), if any, adopted by the Association including, but not limited to, the collection policy filed at Clerk's File Nos. 2015019506 and 2020014803 in the Official Public Records of Real Property of Fort Bend County, Texas.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

GRAND LAKES COMMUNITY ASSOCIATION, INC.

By: Dean E. Haefner

Printed: Dean E. Haefner

Its: Secretary Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned notary public, on this 24 day of June, 2024, personally appeared Dean Haefner, as Vice President of Grand Lakes Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Cathina DeLeon
Notary Public in and for the State of Texas