

ADDITIONAL DEDICATORY INSTRUMENT
for
PALM CREST PROPERTY OWNERS' ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:

"My name is Christopher J. Archambault, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the attorney for PALM CREST PROPERTY OWNERS' ASSOCIATION. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original, official documents from the Association's files, which are kept in the normal course of business, by the custodian of records.

1. Palm Crest Property Owners' Association, Inc. Fine and Enforcement Policy

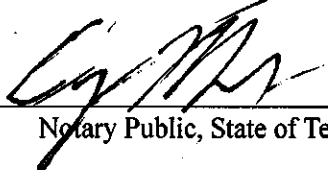
DATED this 31 day of July, 2024.

Palm Crest Property Owners' Association

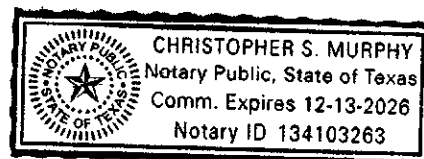
BY: 
Christopher J. Archambault, Attorney

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 31 day of July, 2024 by the said Christopher J. Archambault, Attorney for Palm Crest Property Owners' Association, a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas

After Recording Return to:
Porter Law Firm
2221 Voss Rd.
Houston, Texas 77057



**PALM CREST PROPERTY OWNERS ASSOCIATION, INC.
FINE AND ENFORCEMENT POLICY**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions Palm Crest is recorded in the Official Real Property Records of Brazoria County under Clerk's File No. 2001039705, and any supplements, amendments, and annexations thereto (referred to collectively as the "**Declaration**") that subjects the Palm Crest subdivision in Brazoria County, Texas (the "**Subdivision**"), to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Article VIII, Section 8.10 of the Association's Declaration provides that the Board of Directors (the "**Board**") of Palm Crest Property Owners Association, Inc. (the "**Association**") may impose fines for violations of the Declaration; and

WHEREAS, the Board deems it to be in the best interest of the Association and the Subdivision to adopt this Fine and Enforcement Policy (hereinafter the "**Policy**") as set forth below; and

WHEREAS, at a properly noticed and called meeting, at which at least a majority of the directors of the Board were present and at which at least a majority of the directors present did duly approve of adopting the Fine and Enforcement Policy as set forth below.

NOW THEREFORE, to give notice of the matters set forth herein, the undersigned, on behalf of the Association, does hereby certify that at least a majority of the directors of the Board were present and at least a majority of the directors of the Board present duly adopted a resolution to adopt the Policy as set forth below, to be effective upon recordation of this document in the Real Property Records of Brazoria County, Texas.

THEREFORE, BE IT RESOLVED that the following Fine and Enforcement Policy is hereby adopted:

Fine and Collection Policy

1. **Courtesy Notice.** Owners may be provided a written courtesy notice, notifying the Owner of the violation(s), giving the Owner thirty (30) days to correct the violation(s).
2. **Certified Notice.** Owners shall be provided with a written notice sent via certified mail which complies with Section 209.006 of the Texas Property Code, as the same may be amended from time to time, notifying the Owner that a fine may be assessed if the violation is not cured.
3. **Fine Notice.** If the Owner fails to timely cure the violation(s), or in the event the violation(s) are incurable, notice will be sent to the Owner advising that a fine, as set forth in the below Schedule of Fines, has been assessed.

4. **Additional Fines.** Depending on the nature of the violation(s), additional fines may be imposed and assessed by the Association each month as set forth in the below Schedule of Fines.
5. **Collection and Enforcement.** An Owner's failure to timely cure the violation(s) may result in the matter being turned over to the Association's attorney for further enforcement, which may include the filing of a lawsuit. At such time, all attorney fees, costs and fines shall be the Owner's responsibility and shall be secured by a lien on the Owner's property.
6. **Discretion.** The Association's Board of Directors retains the discretion to deviate from this Fine Policy. Owners should follow any and all instructions contained in the Association's notice and contact the Association if they have any questions.

Schedule of Fines

1. **Fine Notice** – a fine of \$50.00 will be assessed if the violation is not timely cured or is an incurable violation.
2. **Second Fine Notice** – a fine of \$100.00 will be assessed if the violation remains uncured or is a reoccurring violation within the prior six (6) months.
3. **Additional Fine Notices** – additional fines of \$300.00 will be assessed if the violation remains uncured.

Appeals and Hearings

1. If an Owner is entitled to an opportunity to cure a violation, 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 Board of Directors. Such request must be delivered to the Association's address or electronic mail address provided on the most recently filed management certificate.
2. An Owner must submit a written request for a hearing on or before the 30th day after the date the notice of violation and right to a hearing was mailed to the Owner. An Owner that fails to request a hearing within thirty (30) days after the date the certified notice of violation was mailed will not be entitled to a hearing.
3. The Association shall hold the hearing no later than the 30th day after the date the request for a hearing is received.
4. The Association shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.
5. The Board or the Owner may request a postponement, and, if required, 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.

6. The Owner or the Association may make an audio recording of the meeting.
7. Not later than ten (10) days before the Association holds a hearing under this Policy, the Association shall provide to the Owner a packet containing documents, photographs, and communications relating to the matter (excluding any attorney-client privileged communications) that the Association intends to discuss at the hearing.
8. If the Association does not provide a packet within the period, an Owner is entitled to an automatic fifteen (15) day postponement of the hearing.
9. During a 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 the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
10. After the hearing is concluded, the Board may discuss and consider the information presented. The Board will then provide the Owner with a written notice of its decision regarding the matter of the hearing.
11. All hearings will be held in private.
12. The notice and hearing provisions of this Policy do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.
13. The notice and hearing provisions of this Policy do not apply to 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 in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures laid out in this Policy.

ADOPTED this day by at least a majority of the Board of Directors of Palm Creek Property Owners Association, Inc., a Texas non-profit corporation.

[DOCUMENT CONTINUES]

EXECUTED this 4 day of June, 2024, to evidence the certification set forth above.

**PALM CREST PROPERTY OWNERS
ASSOCIATION, INC.**

Print Name: Shaneeka Benjamin
Signature: [Handwritten Signature]
Position: President of POA

After Recording Return to:
Porter Law Firm
2221 Voss Rd.
Houston, Texas 77057

FILED and RECORDED

Instrument Number: 2024032755

Filing and Recording Date: 08/01/2024 01:06:55 PM Pages: 6 Recording Fee: \$41.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, which appears to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-emily