



LAKE SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

FINE POLICY

Lake Shore Harbour Community Association, Inc. is a Texas Non-Profit Corporation governed by a Declaration of Covenants, Conditions and Restrictions filed of record in the Real Property Records of Fort Bend County, Texas. This Fine Policy is made and adopted pursuant to the authority granted by the Declaration of Covenants, Conditions, and Restrictions, the Bylaws, Articles of Incorporation, and pursuant to the authority granted to the Board of Directors in Section 204 of the Texas Property Code.

The following Fine Policy is effective as of the date of filing and is applicable to all Owners, tenants, families, and guests. All Owners are responsible for the instruction and supervision of their families, tenants, and/or guests as to the provisions of the Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations, and Policies. Owners must provide a copy of these documents to their tenant(s) when they occupy the property.

FINE POLICY

Fines may be imposed against Owner(s) for any infraction of the Declaration of Covenants, Conditions and Restrictions, Bylaws, any filed Rules and Regulations, or this policy by Owners or occupants or guests of their Unit. After a violation occurs, the fining structure will be as follows:

1. A courtesy letter is sent to the owner (and renter if applicable) stating the violation and action required to correct same within thirty (30) days.
2. If not corrected within thirty (30) days, a certified letter will be sent stating the violation, and the action required to correct the violation. The letter will also state that failure to correct the violation within ten (10) days, or any further violations may result in the imposition of a fine and a subsequent lien on the property.
3. If necessary, a final certified letter will be sent to the Owner advising the date that a fine will be imposed according to the attached Fine Schedule. The Owner may contact the Management Company in writing or via certified mail to protest the fine. However, contact must be made at least 5 days prior to the date the fine is to be assessed.

All Owners have a right to request a meeting with the Board of Directors, in writing, within thirty days of their receipt of the warning or fine. After the first notice, if the matter is not cured or reoccurs, the Board may refer the matter to legal counsel without further warning. If the offense reoccurs or continues after the third notice, the Association may continue to assess a separate fine every month the violation exists or per incident, until abated.

In the event a violation threatens the health, safety or welfare of other residents or guests, the matter may be turned over to the Association's attorney immediately, without sending a warning. If the matter is referred to legal counsel, all legal fees incurred will be the responsibility of the Owner.

The Fine Policy conditions are as follows:

1. No one will be fined without the Association first sending a thirty (30) day warning notice to the Owner (if known). (DOES NOT APPLY TO VANDALISM, GRAFFITI, FIREWORKS, COMMON AREA DAMAGE, POOL AREA DAMAGE, VIOLATIONS WHICH AFFECT THE HEALTH, SAFETY OR WELFARE OF THE ASSOCIATION'S OWNERS, OR ANY OTHER ITEMS NECESSITATING IMMEDIATE INTERVENTION, WHICH MAY INCUR IMMEDIATE FINES OR REFERRAL TO LEGAL COUNSEL).
2. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
3. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute.
4. The Owner filing the dispute will be placed on the Executive Board Meeting agenda, and the Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
5. The Board's decision after the hearing is final and any affirmed or non-appealed fine will be due and payable on the first of the next month after notification.
6. Should any offense reoccur within six (6) months after the first occurrence of a similar violation, no thirty (30) day notice will be given, and the appropriate fine will be immediately imposed.
7. Any non-resident Owner who has more than two (2) violations within sixty days will be required to provide written proof of notices and action taken against any tenant(s) committing violations against the Association. The Association may request a meeting with the Owner, or take legal action to enforce the Declaration, Bylaws, Rules & Regulations, or these rules.
8. Payment of fine amount does not grant a variance for the violation. AU violations must be corrected to come into compliance. If there is a subsequent violation of the same rule, the fine amount will double with each subsequent violation.

FINE SCHEDULE

1. Home repairs (includes broken windows, torn screens, rotting wood, sagging gutters, damaged garage door, missing fence, slats, repair or repaint yard light, oil stains, driveway stains)	\$75/mo
2. Federal Holiday Decorations left up beyond covenant limits or non-Federal decorations displayed	\$50/mo
3. Decorative Embellishments (statues, sculptures, furniture) placed in public view without approval	\$50/mo
4. Unapproved exterior lights	\$50/mo
5. Foil or other unapproved substance on windows	\$50/mo
6. Outdoor structure of any kind built before plans approved	\$500/mo
7. Exterior modifications or alterations w/o prior approval or out of compliance with FCCA or TOGL guidelines	\$50/mo
8. Property used for storage, including discarded appliances	\$25/day
9. Storage of vehicles in street	\$25/day
10. Displaying any sign in public view outside of limits in covenants	\$25/day
11. Operating a business outside of the home that generates traffic and interferes with the peace of other residents	\$125/wk
12. Landscape maintenance not performed (includes grass, trees, hedges, bushes, and plant beds)	\$50/mo
13. Trash and debris on porches, patios, docks, driveway, and property walkways	\$50/mo
14. Odor from pet waste on property	\$50/mo
15. Oversized or Commercial vehicles permanently and visibly parked anywhere in Lakeshore Harbour community	\$250/mo
16. Lake use violations	\$250/incident

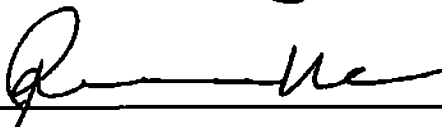
Adopted by vote of the Board of Directors of Lake Shore Harbour Community Association, Inc., at a meeting held on March 21, 2018.

Signed this the 10 day of April, 2018.

LAKE SHORE HARBOUR COMMUNITY ASSOCIATION, INC.

BY: 

Printed name: Eric Winger, Board Member

BY: 

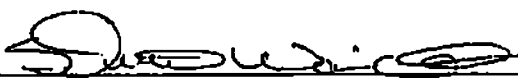
Printed name: Randall Wong, Board Member

BY: 

Printed name: Philip Perout, Board Member

BY: 

Printed name: Marcus R. Love, Board Member

BY: 

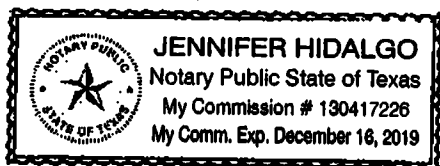
Printed name: Sylvester Washington, Board Member

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of April, 2018, by Eric Ungar, as a Member of the Board of Directors of Lake Shore Harbour Community Association, Inc., on behalf of said Association.



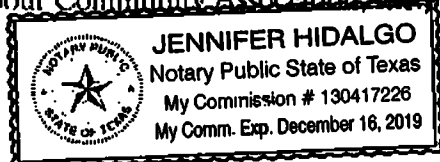
Jennifer Hidalgo
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of April, 2018, by Randall Wong, as a Member of the Board of Directors of Lake Shore Harbour Community Association, Inc., on behalf of said Association.



Jennifer Hidalgo
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of April, 2018, by Phillip Peacock, as a Member of the Board of Directors of Lake Shore Harbour Community Association, Inc., on behalf of said Association.



Jennifer Hidalgo
Notary Public in and for the State of Texas

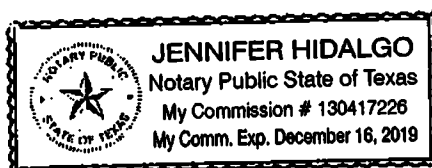
STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of April, 2018, by marcus lence, as a Member of the Board of Directors of Lake Shore Harbour Community Association, Inc., on behalf of said Association.

Jennifer Hidalgo
Notary Public in and for the State of Texas

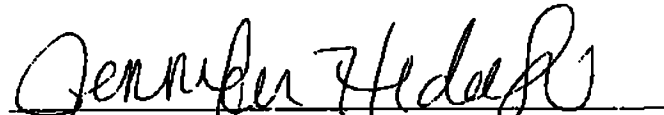


STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10th day of April, 2018, by Sylvester Washington, as a Member of the Board of Directors of Lake Shore Harbour Community Association, Inc., on behalf of said Association.


Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

LAMBRIGHT ★ MCKEE
2603 Augusta, Suite 1100
Houston, Texas 77056

