

Graystone Hills CAI

RESOLUTION ADOPTING A FINE SCHEDULE FOR VIOLATIONS OF THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS

The undersigned, being a duly authorized representative of Graystone Hills CAI, (the "Association"), a Texas Non-Profit Corporation, pursuant to Chapter 22 of the Texas Business Organizations Code, adopt the following resolution:

WHEREAS, the Association, through its Board of Directors, has the authority to regulate the use, maintenance, repair, replacement, modification, and appearance of Graystone Hills CAI; and

WHEREAS, Section 22.202(b) of the Texas Business Organization Code provides that "[a] corporation is considered to have vested the management of the corporation's affairs in the board of directors of the corporation in the absence of a provision to the contrary in the certificate of formation"; and

WHEREAS, Article 5, Section 5.6 (e), of the Declaration of Restrictions, Covenants, and Conditions for Graystone Hills CAI (hereinafter "Declaration") provide that " To enter at any time in an emergency , or in a non-emergency, after thirty (30) days written notice , without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing , maintaining or repairing any Improvement to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, 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 Restrictions.

WHEREAS, the Bylaws for Graystone Hills CAI provide that "[t]he board may enforce the governing documents provided proper notice has been given by certified mail describing the violation or property damage that is the basis for the action, charge, or fine and state any amount due the Association from the Owner(s).

WHEREAS, property values in the Association are affected by the appearance of the subdivision and specifically, the appearance of violations therein; and

WHEREAS, it is the desire of the Board of Directors to alleviate such violations by adopting the following Fine Schedule which is necessary to help maintain the attractiveness of the subdivision and thereby support property values in Graystone Hills CAI.

NOW THEREFORE, BE IT RESOLVED THAT in consideration of the above factors and others, the of Graystone Hills CAI, acting through the Board of Directors, hereby resolves to adopt and publish the following schedule regarding assessment of fines for specific violations of Declaration, Bylaws, and Rules and Regulations as follows:

FINE SCHEDULE

1. **Initial Violation Letter & No Fine** - An initial notice of the violation (“Initial Violation Letter”) will be mailed to the Owner(s) via regular mail by the Management Company on behalf of the Association demanding the Owner(s) cure the violation within thirty (30) days of the date of the letter. The opportunity to cure may be less than thirty (30) days if the violation may be easily remedied within a shorter period.
 - a. If an extension is needed, it must be provided in writing to submit to the Board of Directors. The request must include the cure date, property address, the violation that requires the extension, the name of the person requesting the extension, and the contact information for the Owner(s) requesting the extension. A reason would be appreciated, but not required. The Board will vote to approve or deny the extension request.

2. **Second Violation Letter & Notification of Fine** - If the violation is not corrected or occurs again within six (6) months from the date of the first violation, a second notice will be mailed to the Owner(s) via regular mail advising the Owner(s) of the violation, the compliance date, and a possible fine that will be levied against the Owner(s) account if not cured by the expiration of the compliance date. The demand will request that the violation be cured within the given time frame of thirty (30) days or less. The opportunity to cure may be less than thirty (30) days if the violation may be easily remedied within a shorter period. The letter will give the Owner an opportunity to request a hearing with the Board disputing the violation on or before the thirtieth (30) day after the date the notice was mailed to the Owner (s).
 - a. If the violation is cured before the expiration of the compliance date on the 2nd notice no fine will be levied.

3. **Third Violation Letter & Notification of Fine** - If the violation is not corrected or occurs again within six (6) months from the date of the first violation, a third notice will be mailed to the Owner(s) via certified mail/return receipt requested (“CMRRR”) advising the Owner(s) of the violation, the compliance date, and the fine that will be levied against the Owner(s) account if not cured by the expiration of the compliance date. The demand will request that the violation be cured within the given time frame of ten (10) days or less. The opportunity to cure may be less than ten (10) days if the violation may be easily remedied within a shorter period. The letter will give the Owner an opportunity to request a hearing with the Board disputing the violation on or before the ten (10) day after the date the notice was mailed to the Owner (s).
 - a. If the violation is cured before the expiration of the compliance date on the 3rd notice and/or certified letter, no fine will be levied.
 - b. However, if a 3rd notice is sent, the certified letter fee will be charged to the homeowner regardless of the status of the violation.
 - c. If the Violation is not cured within the ten (10) days of the 3rd letter a fine will be levied and possible legal action may be warranted if the Board of Directors Deems necessary.

Minor violations resulting in a \$50.00 fine:

- d. Failure to store a trash can out of street view and public sight. Trash receptacles should not be placed within view prior to 6:00 p.m. the evening before the

scheduled pick up date. All trash receptacles should be removed from sight by the same evening of collection.

- e. Failure to clean or remove algae, mold, or mildew from the exterior of a home. No algae, mold, or mildew shall be visible from the street.
- f. Failure to remove holiday decorations, including Christmas lights, within thirty (30) days after the applicable holiday.
- g. Failure to properly store garden hoses, barbeque pits, & sprinklers out of view. Garden hoses, barbeque pits, and sprinklers may not be left out in a yard or across a driveway in excess of 24 hours.
- h. Failure to properly landscape a Lot including, but not limited to, failure to maintain shrubs and failure to remove excessive weeds and grass in flower beds.
- i. Failure to remove and clean excessive oil stains, dirt, or mildew on a driveway. The inspector can report anything over 1" in diameter.

Major violations resulting in a \$75.00 fine:

- a. Storing a recreational vehicle, boat, trailer, travel trailer, or camper in a driveway more than a 24 hours.
 - b. Parking of vehicles that are inoperable and/or have expired tags on a driveway or anywhere within the Property.
 - c. Failure to properly maintain or repair a fence.
 - d. Failure to maintain a garage door, paint, driveway, or exterior structure issues.
4. **Next Step** - If the violation continues or reoccurs without resolution after the second notice, the Board shall have the right to undertake any action authorized by the Declaration or Bylaws, including, but not limited to, turning the matter over to the Association's Attorneys for legal action, the costs of which actions shall be billed to the Owner(s) and collected in the same manner as assessments.

Unpublished violations

- a. All violations in DECLARATION, BYLAWS, and RULES & REGULATIONS not brought to attention in the fine policy and fine schedule is subject to fines and at sole discretion of the Board of Directors or Agent to the Association to determine the type of violation described above.

SELF HELP

2. Force Mow \$100 Fine – Per Occurrence

- a. Failure to maintain the landscaping on a Lot, more specifically, if the Lot is in severe need of mowing or edging (grass is too close to the street and needs to be edged, mowing is needed due to neglect or high weeds, etc.) resulting in a force mow; The Owner(s) of said Lot will be responsible for all fees incurred.

3. Architectural Guidelines \$100 Fine – Per Monthly charged until corrected

- a. If a homeowner is found to be out of compliance or found to of added or remove to any existing structure, add pool and/or outdoor structure without approval for the Architectural Committee the act will be concluded as a violation and will be subject to fining.

b. Any damages to common area or other owner's property for any reason not limited to water run-off.

4. **Unpublished violations**

a. All violations in DECLARATION, BYLAWS, and RULES & REGULATIONS not brought to attention in the fine policy and fine schedule is subject to fines and at sole discretion of the Board of Directors or Agent to the Association to determine the type of violation described above.

ADOPTED this 9th day of August, 2017 by a majority of the Board of Directors of the Association.

GRAYSTONE HILLS CAI

By: [Signature]

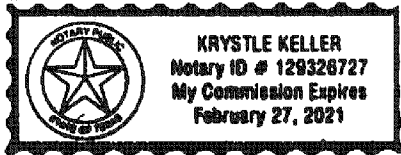
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 9th day of August, 2017 by Sawyer Blackburn

Sawyer Blackburn, President of Graystone Hills CAI



[Signature]
Notary Public in and for the State of Texas

The real property subject to the foregoing instrument is described as, to wit:

Graystone Hills, Section 1, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 407;

Graystone Hills, Section 2, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheets 405;

Graystone Hills, Section 3, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 578;

Graystone Hills, Section 4, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 778;

Graystone Hills, Section 5, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 788;

Graystone Hills, Section 6, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 845;

Graystone Hills, Section 7, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 855;

Graystone Hills, Section 8, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 857;

Graystone Hills, Section 9, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 1008;

Graystone Hills, Section 10, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 1628;

Graystone Hills, Section 11, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 2281;

Graystone Hills, Section 12, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 2245;

Graystone Hills, Section 13, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 1952;

Graystone Hills, Section 14, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 2228;

Graystone Hills, Section 15, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 2368;

Graystone Hills, Section 16, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 2933;

Graystone Hills, Section 17, recorded in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 3019;

along with any amendments, supplements, and replats thereto, and any additional property annexed into the jurisdiction of the Association.

E-FILED FOR RECORD
08/14/2017 01:45PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

08/14/2017



County Clerk
Montgomery County, Texas