

**RESOLUTION REGARDING  
PROCEDURES FOR ENFORCEMENT  
OF RULES, REGULATIONS AND GUIDELINES  
AND LEVYING OF FINES  
THE BAL HARBOUR ASSOCIATION  
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing The Bal Harbour Association, (“the Association”), as well as the Association’s Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for the Bal Harbour subdivision (the “Declaration”) and all amendments and supplements thereto, Chapter 204 of the Texas Property Code, and pertinent provisions of the Texas Business Organizations Code, authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas Property Code further authorizes the Association to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision, and the properties within same; and

WHEREAS, the Texas Property Code provides that the Association may exercise other powers necessary and proper for the governance and operation of the Association; and

WHEREAS, Chapter 209 of the Texas Property Code requires that specific notice be provided to each property owner in connection with violations of the restrictions, by-laws or rules, prior to certain enforcement efforts by the Association; and

WHEREAS, the Association’s Board of Directors has determined that the adoption of Procedures for Enforcement of Rules, Regulations and Guidelines, including a policy regarding the levying of fines in connection with certain violations thereof, is necessary and desirable for the fair, efficient, consistent, uniform and cost-effective management of the Association, to ensure compliance with Chapter 209 of the Texas Property Code, and that such action would serve the best interest of the Association and its members; and

WHEREAS, the Association’s Board of Directors has also determined that it is in the Association’s best interest to adopt and otherwise continue certain policies, rules and procedures regarding the maintenance, upkeep, repair, use and occupancy of properties located within the Bal Harbour subdivision; and

NOW, THEREFORE, BE IT RESOLVED that the following Procedures for Enforcement of Rules, Regulations and Guidelines and Levying of Fines are hereby adopted and, in all respects, ratified on behalf of the Association:

Adopted on this 7<sup>th</sup> day of November, 2022.

**THE BAL HARBOUR ASSOCIATION**

CERTIFICATION

“The undersigned, being a Director of The Bal Harbour Association, hereby certify that the foregoing Resolution Regarding Procedures for Enforcement of Rules, Regulations and Guidelines and Levying of Fines was adopted by the Board of Directors of The Bal Harbour Association, at a meeting of such Directors at which a quorum was present, or as otherwise authorized by law.”

By: Lori Vaughn  
Director, The Bal Harbour Association

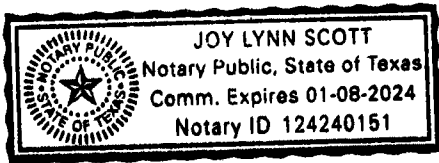
Print Name: Lori Vaughn

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Vaughn, a Director of The Bal Harbour Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7 day of November, 2022.



[Signature]  
Notary Public, State of Texas

RP-2022-543504

**PROCEDURES FOR ENFORCEMENT  
OF RULES, REGULATIONS AND GUIDELINES  
AND LEVYING OF FINES**

These rules, regulations and procedures are for, and in the best interest of, the The Bal Harbour Association (“the Association”) and its members. It is the goal of the Board of Directors to maintain the property in as nice a condition as possible, within the resources of the Association, while maintaining a set of behavioral standards that establish a disciplined approach to community living, in which all residents may enjoy a heightened level of cooperation and harmony within the neighborhood.

Statutory Legal Notice: Section 209.006 of the Texas Property Code provides that before an Association may levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent must give written notice to the owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the fine, and state any amount due the Association from the owner. The notice must inform the owner: (a) that the owner is entitled to a reasonable period to cure the violation(s) and avoid the fine, unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) that the owner may request a hearing before the Association’s Board of Directors on or before the 30th day after the date the owner receives the notice; and (c) that the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act, if the owner is serving on active military duty.

It is the responsibility of the owners to acquaint themselves and their guests and/or tenants with the rules and regulations of this Association. All rule violations and/or property damage by an owner, guest or tenant shall be the responsibility of the owner. Payment of all fines associated with such violations shall be the responsibility of the owner, and the notice of an infraction and/or fine will be sent to the owner. These rules and regulations apply to renters/tenants as well as owners. Violations of any of these rules and regulations by renters may result in fines levied against the respective owners. The following procedures shall apply:

**I. NON-RENTAL VIOLATIONS:**

**INITIAL NOTICE**

- The observance of a violation of a rule, regulation or guideline will result in a written notification to the owner and/or tenant by the Association Manager. Within such notification, the violation shall be described in reasonable detail, sufficient to adequately notify the owner and/or tenant of the action needed for compliance, as well as the Association’s expectations for compliance.

**SECOND NOTICE**

- If the violation remains uncorrected, the Association may proceed with additional

enforcement measures if it deems necessary. If additional enforcement measures are deemed necessary, the Association shall provide statutory notification, via certified mail, in compliance with Chapter 209 of the Texas Property Code.

- The notification shall include a statement to the effect that a fine in the amount of Twenty-five Dollars (\$25.00) will be levied against the owner if compliance is not obtained within thirty (30) days from the date of the letter.

### **THIRD (AND SUBSEQUENT) NOTICES**

- The owner's property will be monitored for compliance following the third notice. In the event that the owner has not corrected a violation, contacted the Association Manager with proposed a corrective action, or made a request to appear before the Board within thirty (30) days, the fine mentioned above shall be levied against the owner and placed on his/her account. The owner will be notified of the potential for additional fines unless corrective action is taken.
- Additionally, the Association will send a written notification to the owner of the property informing such owner of the continued violation and the fine which was levied. The owner shall have thirty (30) days within which to comply before additional fines may be levied against the owner and/or the owner's account with the Association. Following the expiration of such thirty (30) day period, should the property not be brought into compliance, a second fine, the amount of which shall be Fifty Dollars (\$50.00) will be levied against the owner; afterward, and following the expiration of an additional period of thirty (30) days, should the property not be brought into compliance, the respective matter(s) will be referred to the Association's legal counsel for more formal action.

### **REFERRAL TO LEGAL COUNSEL**

- In the event that the owner has failed to comply within the above-described notifications, the matter may be referred to the Association's legal counsel.
- The owner shall be responsible for all attorney's fees incurred as a result of actions necessitated by the owner's noncompliance, including but not limited to the costs of additional letters, court costs, litigation fees, civil damages, and enforcement fees.

## **II. VIOLATIONS INVOLVING SHORT-TERM RENTALS:**

### **INITIAL NOTICE**

- The observance of a violation of the community's prohibition against short-term rentals will result in a written notification to the owner and/or tenant by the Association Manager. Within such notification, the violation shall be described in reasonable detail, sufficient to adequately notify the owner and/or tenant of the action needed for compliance, as well as the Association's

expectations for compliance. Such initial notice will specify a seven (7) day period, within which the owner is expected to permanently cease and desist such activity.

## **SECOND NOTICE**

- If the violation remains uncorrected, the Association may proceed with additional enforcement measures if it deems necessary. If additional enforcement measures are deemed necessary, the Association shall provide statutory notification, via certified mail, in compliance with Chapter 209 of the Texas Property Code.
  
- The notification shall include a statement to the effect that if the short-term rental activity is not permanently discontinued within thirty (30) days from the date of the letter, the Association will levy daily fines in the amount of Seventy-five Dollars (\$75.00) will be levied against the owner until such time that compliance is obtained and all short-term rental activity has been discontinued, including but not limited to all advertisements associated with the short-term occupancy and/or use of the property. The owner's property, as well as applicable internet websites and other media, will be monitored for compliance following the initial notice. In the event that the owner has not discontinued such activities, or made a request to appear before the Board within thirty (30) days, the fines mentioned above shall be levied against the owner and placed on his/her account. The property owner is expected to provide written confirmation and assurance that the activity has been permanently discontinued.

## **REFERRAL TO LEGAL COUNSEL**

- In the event that the owner has failed to comply within the timeframe specified in the second written notification, the matter may be referred to the Association's legal counsel.
  
- The owner shall be responsible for all attorney's fees incurred as a result of actions necessitated by the owner's noncompliance, including but not limited to the costs of additional letters, court costs, litigation fees, civil damages, and enforcement fees.

### **III. OTHER REMEDIES:**

The imposition of the fines mentioned above is in addition to all other legal and/or equitable remedies the Association may pursue, and in no way limits or estops the Association from pursuing such other remedies. Nothing herein shall be considered a condition precedent to filing suit against any owner or occupant, and the Board shall remain within its right and discretion to forego any or all of the aforementioned actions or other procedures, and to proceed with litigation against any owner, should the Board deem such action necessary and appropriate. Owners who commence the construction of exterior improvements and/or the modification of existing improvements, without proper authorization from the Association, should understand that any or all unapproved improvements and/or modifications may eventually have to be demolished, removed or otherwise returned to original condition, all at the sole expense of the respective property owner. The

Association is receptive to Alternative Dispute Resolution (“ADR”), should any owner specifically request referral to ADR prior to the commencement and/or filing of a lawsuit, and provided that the expense of such ADR shall be paid by the respective owner. Such request for ADR must be in writing, and forwarded to the Association’s Managing Agent.

**IV. NUISANCE CONDITIONS:**

The upkeep of the exterior of improvements within Bal Harbour impacts the overall appearance and the property values of the entire community. The conditions listed below are considered to be noxious and/or offensive, and constitute a nuisance to the community, and will result in the levying of fines against the respective offending property owner(s). The list is not meant to be exhaustive or all-inclusive; rather, the list describes several items / conditions which are, from time to time, observed within the community. Such items / conditions are described herein, in order that Association members and residents are more fully aware that the Association and its Board of Directors deem such conditions to be objectionable, noxious and offensive, and subject to correction and/or removal by the respective owner and/or resident.

1. It shall be considered noxious and offensive for an owner to permit a pet or animal to roam free (not on a leash or in a pen or similar structure) within the neighborhood or to leash a pet or animal in the front yard area or any Common Area while unattended. Further, it shall be considered noxious and offensive to fail to pick up pet/animal waste when walking a pet/animal.
2. Excessive noise is deemed detrimental to the enjoyment of a residence in the community. Excessive noise is considered noxious and offensive. Owners are urged to register noise complaints with local law enforcement.
3. Trash cans must be stored out of view at all times, other than on days whereupon trash pickup is scheduled. The open and visible storage of trash cans, trash receptacles and/or trash bags on days and/or nights other than scheduled trash collection days is considered a nuisance.
4. Any violation of the rental / leasing provisions of the Declaration of Covenants, Condition and Restrictions, as well as any of the amendments and/or supplements thereto, which provisions address and/or limit the leasing and/or short-term occupancy of townhouses, and which violation is not corrected after initial notification to the property owner is considered to be a nuisance.

**SEVERABILITY**

In the event any term or provision within this document is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected by such determination, and the same shall remain in full force and effect, to the greatest extent possible.

RP-2022-543504  
# Pages 7  
11/09/2022 08:46 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-543504