



OFFICE CONDOMINIUM  
OWNERS ASSOCIATION, INC.  
P.O. BOX 90669  
HOUSTON, TEXAS 77290

## Resolution

**Pin Oak Office Condominiums Owners Association, Inc.**  
**26717 Westheimer Parkway, Katy, TX 77494**

### **RE: Notification and Fine Policy**

The Declaration of Pin Oak Office Condominiums Owners Association, Inc., sets forth the right to set policy regarding Violations. Per Declaration recorded in Fort Bend County, Texas; property records; File record number 2022013098; Declaration of Condominium for Pin Oak Office Condominiums Owners Association, Inc.; Page 38, Section 18.2, Association's Right To Enforce Documents; 18.2.8 Fine . In the event any default is made by any Owner under the Act, this Declaration, the Bylaws, or the Rules or Regulations, the Board or the Association or their representative shall have all of the rights and remedies which may be provided by the Act, this Declaration, or the Bylaws, or which may be available at law or in equity, and may prosecute any action or other proceeding against any defaulting Owner and/or Owners for enforcement of any lien or to enforce compliance with the matter with respect to which default has been made, by injunctive relief or otherwise, or for the collection of any sums, debts, or damages in default or arising from any default. The Board or its authorized representative shall be further empowered and authorized to correct and cure any matter in default and to do whatever may be necessary for such purpose. All expenses incurred in connection with any such action or proceeding shall be a part of the Common Expenses of this Condominium and collectible from each Owner as in the case of other Common Expenses. Notwithstanding the foregoing, in the enforcement by Declarant or the Association of restrictions against a Unit, the costs of such enforcement, including attorney's fees, shall be assessed to the Unit and Owner of such Unit and shall constitute a lien upon the Unit with the same enforcement rights as provided herein for the collection of assessments.

Imposed Notifications and Fines shall be for the following restrictions:

Imposing further restrictions; Outlining rules, regulations, and Fines of Section 12.1 through 12.14; Enforcement Section 18.2, 18.2.8.

12.10 Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) upon the Condominium. Without limitation, vehicles shall be deemed not to be in operating condition if same have expired or missing license tags and/or inspection stickers, or are incapable of being driven due to mechanical condition of any kind. Boats, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks), and the like shall not be parked on the Condominium. No noisy or smoky vehicles may be operated on the Condominium. No motorcycles without mufflers shall be permitted in the Condominium. No parking space shall be converted for living or recreational purposes, nor shall anything be stored in any parking space. In the event the Association assigns spots to Units or designates parking areas for particular purposes, each Owner shall require their employees, including contractors, cleaning and maintenance personnel, to park in the parking spaces or areas so assigned or designated.

Storage/Refuse/Obstructions. The Common Elements shall not be used for storage of supplies, personal property, garbage or refuse of any kind (except common garbage receptacles which may from time to time be placed upon the Common Elements at the discretion of the Declarant or the Board), nor shall the Common Elements or balconies be used in any way for the drying, shaking or airing of clothing or other items. Drives shall not be obstructed in any way nor shall unauthorized persons or animals play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor conditions maintained by any Owner either in his or her Unit or upon the Common Elements which detract from the uniform appearance of the Condominium.

12.6. Animals Restrictions. Except service animals with proper certification, keeping pets or animals within a Unit is prohibited. Any Owner who causes any animal to be brought upon the premises of the Condominium shall always keep such animal on a leash (if not within such Owner's Unit), and shall indemnify and hold the Association harmless from and against any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission. The Association may levy a fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be), for violations of this provision. Notwithstanding the generality of the foregoing, if after (i) three (3) violations of this provision, (ii) ten (10) days' prior written notice to the Owner of such animal, if such Owner can be located, and (iii) an opportunity for such Owner to have a hearing before the Board, such animal is found to be in violation of this Paragraph 15.F. the Owner of such animal shall remove such animal from the Condominium, failing which such animal may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals of Fort Bend County, Texas. If such Owner cannot be located, such animal may be given to the Society for the Prevention of Cruelty to Animals of Fort Bend County, Texas.

12.5. Annoyance. Offensive activities. No unlawful, noxious or offensive activity shall be conducted or carried on in any Unit, or upon the Common Elements or anywhere else in the Condominium, nor shall anything be done therein or thereon which may be or become an annoyance or a nuisance to other Owners or the neighborhood or cause unreasonable noise or disturbance to others, or which shall interfere in any manner with any Owner's

quiet enjoyment of his or her Unit. Provided, however, it shall be taken into account in determining any violation

12.2.C. Garbage, Trash and Rubbish. All garbage, trash, rubbish, and other waste shall be regularly removed from the Condominium and shall not be allowed to accumulate thereon. No garbage, trash, rubbish, waste, or waste bins or receptacles therefore (other than common dumpsters provided by the Association) shall be permitted to remain on any portion of the Common Elements, except on those days specifically scheduled for collection thereof and in areas specifically designated therefore. All garbage, trash, rubbish, and other waste shall be kept only in sanitary containers. Notwithstanding anything to the contrary contained in this Declaration, Owner and Owner's contractors, subcontractors, agents, employees and other parties involved in any construction to or on such Owner's Unit shall confirm that any and all refuse, waste, trash, garbage, rubbish, remains, scraps, and other materials and supplies which are brought onto the Condominium or result from the construction by such parties, or any of them, is removed, at such Owner's expense, at such times, manners and locations as may be required by the Association or the Managing Agent (if any).

Imposed Notifications and Fines shall be for the listed and non-listed that are defined within the governing documents restrictions File record number 2022013098, Fort Bend County, TX.

Notices via Email or USPS and Certified Notification by Acting Attorney on behalf the Association.

Ten (10) days letter of demand to cure the violation.

Notification of one hundred dollars (\$100.00) fine levied with thirty (30) days to cure the violation.

Notification of twenty five dollars (\$25.00) fine levied per day thereafter with intent of legal action with thirty (30) days to cure the violation.

Costs of such enforcement, including attorney's fees, shall be assessed to the Unit and Owner of such Unit and shall constitute a lien upon the Unit with the same enforcement rights as provided herein for the collection of assessments.

accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

This resolution is within accordance of state and federal law, and State 209 Property Code.

This Resolution was adopted on the 5<sup>th</sup> day of August, 2022 by the Board of Directors.

Signed: [Signature]

Print: Allen Pever  
President

STATE OF TEXAS §

§

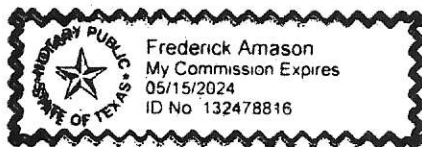
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 05 day of AUGUST, 2022

By: [Signature]  
Signature

FREDERICK AMASON  
Print

Pin Oak Office Owners Association, Inc, President  
(Developer), KMK Development Services, LLC a Texas Limited Liability company,  
inconsideration of, and for the purposes herein stated.



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Notary Public, State of Texas

RETURNED AT COUNTER TO:

Derek E. Kenberan  
26114 Oak Ridge Forest Dr.  
Spring TX 77386

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

August 17, 2022 01:06:31 PM

FEE: \$28.00 HK

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