

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
COMMUNITY ASSOCIATION OF HARMONY, INC.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The undersigned, being the Authorized Representative for Community Association of Harmony, Inc. (formerly known as Discovery at Spring Trails Property Owners Association, Inc.) (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements those certain instruments entitled "Notice of Dedicatory Instrument for Discovery at Spring Trails Property Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Discovery at Spring Trails Property Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc.", "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc." and "Supplemental Notice of Dedicatory Instruments for Community Association of Harmony, Inc." recorded in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File Nos. 2008-019559, 2012000660, 2012118157, 2013087249, 2013122279, 2014009929, 2014023307, 2014081078, 2015004828, 2015007103, 2015038831, 2015090140, 2015109286, 2016047567, 2017039681 and 2017085350, respectively (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- Dedicatory Instrument Enforcement and Fine Policy Community Association of Harmony, Inc.
- Collection Policy for Community Association of Harmony, Inc.

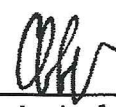
True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Montgomery County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 26th day of February, 2018.

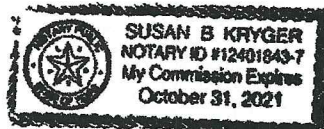
COMMUNITY ASSOCIATION OF HARMONY, INC.

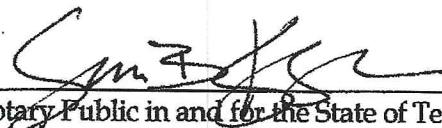
By:


Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26th day of February, 2018 personally appeared Cliff Davis, Authorized Representative for Community Association of Harmony, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

**DEDICATORY INSTRUMENT ENFORCEMENT AND FINE POLICY
COMMUNITY ASSOCIATION OF HARMONY, INC.**

WHEREAS, the property encumbered by this Dedicatory Instrument Enforcement and Fine Policy (the "**Policy**") is that property restricted by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Community Association of Harmony, Inc., recorded under Clerk's File No. 2013087248 in the Official Public Records of Montgomery County, Texas, as same has been or may be amended and/or supplemented from time to time (the "**Declaration**"), and any other property which has been or may be annexed thereto and made subject to the authority of the Community Association of Harmony, Inc. ("**Association**"); and

WHEREAS, pursuant to the Declaration, the Association is vested with the authority to impose fines against Owners for violations of dedicatory instruments (as same is defined in the Texas Property Code); and

WHEREAS, pursuant to the Declaration, the Board of Directors (the "**Board**") of the Association hereby adopts this Policy in an effort to provide homeowners with a better understanding of the process of dedicatory instrument enforcement and fines; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted rules, regulations and/or policies addressing the enforcement of dedicatory instruments and fines as set forth herein, this Policy shall control.

NOW, THEREFORE, IT IS RESOLVED, that the following Policy is hereby adopted by the Board:

ARTICLE I: DEDICATORY INSTRUMENT ENFORCMENT

In addition to other remedies that may be available to the Association pursuant to Texas law, there are two different types of enforcement procedures that may be followed regarding violations of the dedicatory instruments. These two procedures are outlined in this Policy in order to provide Owners with a better understanding of the process of dedicatory instrument enforcement and fines. As set forth below, the type of enforcement procedure followed depends on whether a violation of the dedicatory instruments is considered (1) incurable *and/or* poses a threat to public health or safety, or (2) curable *and* does not pose a threat to public health or safety.

The Texas Property Code provides that a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

The Board has the authority to make the ultimate determination as to which enforcement procedure is followed, if at all. Furthermore, the Board has the authority to make the ultimate determination of whether a violation of the dedicatory instruments is curable, uncurable and/or poses a threat to public health or safety. Nothing contained herein, not otherwise required by the Declaration, shall require the Board to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each violation on a case-by-case basis as it, in its best judgment, deems reasonable.

A. ENFORCEMENT REGARDING CURABLE VIOLATIONS THAT DO NOT POSE A THREAT TO PUBLIC HEALTH OR SAFETY

By way of illustration and not limitation, the Texas Property Code examples of *curable* violations are: (i) a parking violation, (ii) a maintenance violation, (iii) the failure to construct improvements or modifications in accordance with approved plans and specifications, and (iv) an ongoing noise violation such as a barking dog.

In the instance of a violation that is both curable and does not pose a threat to public health or safety, Owners will be given a reasonable time to cure violations of the dedicatory instruments, as set forth in more particular detail below. The time period given may vary in relation to the difficulty, planning and expense associated with rectifying the violation which shall be determined in the sole discretion of the Board. Additionally, the Board may, in its own discretion, take into consideration the specific circumstances and the overall effect of the violation on the community when determining the time period to cure such violation, but in no event shall the Board be responsible or required to consider such factors. If an Owner is unable to correct the violation within the time specified, a written request for an extension must be submitted to the Board, and such request may be approved by the Board.

1. COURTESY LETTER:

Upon verification of a violation, a Courtesy Letter may be sent to the Owner stating a description of the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a Courtesy Letter.

2. VIOLATION LETTER:

After the expiration of the Courtesy Letter, if one is sent, or upon the next inspection, if the violation has not been corrected, a Violation Letter may be sent to the Owner. Depending on the severity of the violation and/or the history of the Owner, this may be the first letter sent as determined by the Board. The Association is not required to send a Violation Letter. The Violation Letter will state:

(a) A description of the violation(s);

- (b) The action required to correct the violation(s);
- (c) The time by which the violation must be corrected; and
- (d) That if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, or a violation of any other dedicatory instrument, that a fine may be imposed.

3. DEMAND LETTER:

Either upon initial verification of a violation, or after the expiration of the time period stated in the Courtesy Letter and/or Violation Letter, if sent, a Demand Letter may be sent to the Owner. This letter will be sent by certified mail. The Demand Letter may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records as well as by any other method that the Board determines that the Demand Letter may be received by the Owner. Depending on the severity of the violation and/or the history of previous violations on the Owner's property, this may be the first letter sent (rather than a Courtesy Letter and/or a Violation Letter) as determined in the sole discretion of the Board.

The Demand Letter for violations of the dedicatory instruments that are curable AND do not pose a threat to public health or safety will state:

- (a) Violation: A description of the violation(s) that is the basis for the suspension action, charge, or fine and any amount due the Association;
- (b) Right to Cure: The Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension;
- (c) Time to Cure: A specific date, which must be a reasonable period to cure, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- (d) Right to Request Hearing: Owner may request a hearing before the Board or a designated committee, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner, and if the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board;
- (e) Timing and Notice of Hearing: If requested, a hearing shall be held not later than the 30th day after the date the Board receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, it must be granted for a period of not more than 10 days. Any additional postponements may be granted by agreement of the parties;
- (f) Hearing not Requested--Timeframe to Cure Violation: If Owner chooses not to request a hearing, the violation must be cured within the timeframe

set forth in the Demand Letter. Fines, suspension of right to use common areas, and other remedies available to the Association may be implemented after the expiration of the 30-day timeframe provided to the Owner to request a hearing;

- (g) Active Military Duty: Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C.App. Section 501 et seq.), if the Owner is serving on active military duty;
- (h) Association Remedies: Owner shall be liable for, and the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, should a hearing not be requested, after the date by which the Owner must request a hearing. Said attorney's fees and costs shall be charged to the Owner's Assessment account. Further, rights to access common areas may be suspended.

In addition to charging fines, the Association reserves its right under any dedicatory instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004(c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant. After the conclusion of a hearing, or, should a hearing not be requested, after the date by which the Owner must request a hearing, per the Board's direction a matter may be sent to legal counsel for the Association; and

- (i) Notice of Dedicatory Instrument Violation: A Notice of Dedicatory Instrument Violation may be recorded in the real property records should the violation not be cured within the specified time frame.

B. ENFORCEMENT REGARDING VIOLATIONS THAT ARE UNCURABLE AND/OR THAT POSE A THREAT TO PUBLIC HEALTH OR SAFETY

In the sole discretion of the Board, Owners may not be given time to cure violations of the dedicatory instruments that are considered uncurable and/or pose a threat to public health or safety. By way of illustration and not limitation, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. By way of illustration and not limitation, examples of acts considered uncurable are: (i) shooting fireworks, (ii) an act constituting a threat to public safety, (iii) a noise violation that is not ongoing, (iv) property damage, including the removal or alteration of landscape, and (v) holding an event prohibited by a dedicatory instrument.

1. DEMAND LETTER:

Either upon initial verification of an incurable violation and/or threat to public health or safety, a Demand Letter may be sent to the Owner. This letter will be sent by certified mail. The Demand Letter may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records as well as by any other method that the Board determines that the Demand Letter may be received by the Owner.

The Demand Letter for violations of the dedicatory instruments that are incurable AND/OR pose a threat to public health or safety will state:

- (a) Violation: A description of the violation(s) or property damage that is the basis for the suspension action, charge, or fine and any amount due the Association;
- (b) Right to Request Hearing: Owner may request a hearing before the Board or a designated committee, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner, and if the hearing is held before a designated committee, there will be a right to appeal the decision of that committee to the Board upon written notice to the Board;
- (c) Timing and Notice of Hearing: If requested, a hearing shall be held not later than the 30th day after the date the Board receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Board or the Owner, it must be granted for a period of not more than 10 days. Any additional postponements may be granted by agreement of the parties;
- (d) Hearing not Requested: Regardless of whether the Owner chooses to request a hearing, fines, suspension of right to use common areas, and other remedies available to the Association may be implemented after the mailing of the Demand Letter;
- (e) Active Military Duty: Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C.App.Section 501 et seq.), if the Owner is serving on active military duty;
- (f) Association Remedies: Owner shall be liable for, and the Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association. Said attorney's fees and costs shall be charged to the Owner's Assessment account. Further, rights to access common areas may be suspended.

In addition to charging fines, the Association reserves its right under any dedicatory instrument and under Texas law, to file a lawsuit for damages and injunctive relief, and pursuant to Section 202.004(c) of the Texas Property Code, a court in such a lawsuit may assess civil penalties of up to \$200.00 per day for each violation of a restrictive covenant. Per the

Board's direction the matter may be sent to legal counsel for the Association; and

- (g) Notice of Dedicatory Instrument Violation: A Notice of Dedicatory Instrument Violation may be recorded in the real property records should the violation not be cured within the specified time frame.

C. SUBSEQUENT SIMILAR VIOLATIONS:

If an Owner has a violation within 6 months after receiving a Demand Letter pursuant to Section A or B herein, for a previous, similar violation, fines may be implemented or use of Common Areas may be suspended for the subsequent violation without sending another Demand Letter to the Owner.

ARTICLE II. FINES

After a Demand Letter (if required) has been sent to the Owner pursuant to the terms set forth above, the Association, acting through the Board, is authorized to impose fines according to the schedule for violations of any provisions of the dedicatory instruments governing the Property, as set forth below. If the violation is a similar subsequent violation of one that has occurred within the previous six (6) months, the fine may accrue as of the first (1st) date of the subsequent violation. The Board shall determine, in its sole discretion, whether or not an Owner's violation(s) of the dedicatory instruments affects other Owners in the Subdivision.

The following schedule of fines may apply should the Board determine, in its sole discretion, to impose fines for a particular violation:

First Violation	\$ 25.00
Second Violation	\$ 50.00
Subsequent Violations	\$ 100.00

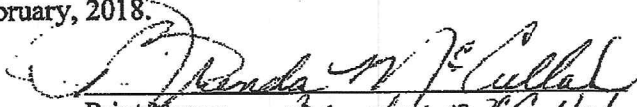
Notwithstanding the fine schedule above, the Board has the authority to set the amount of the fine as it reasonably relates to the violation of the dedicatory instruments, taking into consideration the number of Owners affected by the violation. The Board is authorized to impose lesser or greater fines, or no fine at all, for a violation of the dedicatory instruments, as determined by the Board in its sole discretion. Each day that such violation continues may be considered to be a new violation.

Fines against an Owner will be assessed against the Owner's Lot and are secured by the Association's lien. The Owner will be responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will also be assessed against the Owner's Lot.

CERTIFICATION

I hereby certify that, as Secretary of the Community Association of Harmony, Inc., the foregoing Dedicatory Instrument Enforcement and Fine Policy was approved on the 18th day of October, 2017, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 26th day of February, 2018.


Print Name: Brenda McCall
Secretary

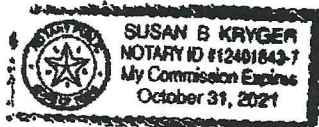
STATE OF TEXAS

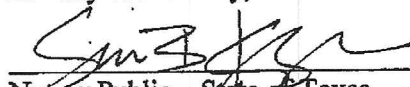
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COUNTY OF MONTGOMERY

BEFORE ME, on this day personally appeared Brenda McCall, the Secretary of the Community Association of Harmony, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 26th day of February, 2018.




Notary Public - State of Texas

After Recording, Return To:

Stephanie Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

E-FILED FOR RECORD

02/26/2018 02:15PM



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.

02/26/2018



County Clerk
Montgomery County, Texas