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Notice  
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**RECEIVED**

JUL 26 2024

BY: .....

RP-2024-264844  
07/23/2024 RP1 \$45.00

**NORTHBROOK NORTH TOWNHOUSE ASSOCIATION FINE SCHEDULE**

WHEREAS, the property affected by this Fine Schedule is subject to certain dedications, covenants and restrictions (the "Declaration") which are of record in the Official Public Records of Harris County, Texas, as follows:

File Number D932964, Harris County, Texas

WHEREAS, pursuant to the authority vested in the Northbrook North Townhouse Association, Inc. (the "Association") under the Declaration of Covenants, Conditions, and Restrictions and pursuant to the express authority of the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Fine Schedule; and

WHEREAS, Pursuant to the applicable provisions of the Declaration of Covenants, Conditions, and Restrictions and By-laws, the Board of Directors of the Association is authorized to adopt, amend, repeal and enforce various rules and regulations and fines, as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration of Covenants, Conditions, and Restrictions, the Architectural Control Committee guidelines contained therein, and the Bylaws; and

NOW, THEREFORE, for the purpose of adopting a Fine Schedule for the implementation and enforcement of the Declaration of Covenants, Conditions, and Restrictions, the Architectural Control Committee guidelines contained therein, and the Bylaws; be it

RESOLVED by the Board of Directors of Northbrook North Townhouse Association, Inc., that the following Fine Schedule be adopted.

**FINE SCHEDULE**

1. Violation Policy and Penalties. Any violation of any of the Declaration of Covenants, Conditions, and Restrictions, the Architectural Control Committee guidelines contained therein, and the Bylaws, which are applicable to the individual property owners in the Association, by an individual owner, their agent, or resident, may result in the following actions and penalties.

- a. First Violation - a warning will be issued in writing to the owner and, if known to the Association, to the resident of the property. The warning, which may be in the form of a letter, shall contain all required statutory notices, including, without limitation, the notice required under the Texas Residential Property Owners Protection Act, Texas Property Code Section 209.006, as it may be amended from time to time.

b. Subsequent Violations - owners and residents will be subject to the following penalties for any subsequent violations:

(1) Non-Continuing Violations. For all non-continuing violations re-occurring within six (6) months of the First Violation:

(a) \$100.00 per occurrence.

(2) Trash or Debris in Common Area. For leaving trash or debris in the Common Area:

(a) \$125.00 per occurrence.

(3) Illegal Parking. For parking in fire lanes or tow zones, for blocking fire lanes, neighboring driveways, or access or exit gates:

(a) \$200.00 per occurrence.

(4) Unleashed Dogs. For allowing a dog owned by the resident and/or their guest to roam freely without a leash outside of the allotted residence:

(a) \$200.00 per occurrence.

(5) Permitting Unsanitary Conditions. For allowing the accumulation of stagnant water, lumber, boxes, barrels, or similar materials that may be used as a harborage for insects, rats, or other unwanted animals:

(a) \$150.00 per occurrence.

(6) Patio and Garage. For allowing clotheslines, equipment, garbage cans, tires, rubbish, refuse, building materials, appliances, and the like to remain unscreened and visible:

(a) \$150.00 per occurrence.

(7) Disturbing the Peace. For allowing the over-consumption of alcohol and/or illegal drugs, instances of vandalism, fighting, or other public disturbances:

(a) \$175.00 per occurrence.

(8) Burning. For allowing the burning of materials, trash, rubbish, and the like in garages, carports, or any common areas of the association:

(a) \$200.00 per occurrence.

(9) Vehicle Repairs. For allowing or conducting the repair of vehicles in any common areas of the association:

(a) \$150.00 per occurrence.

(10) Vehicle Washing/Excessive Water Use. For allowing vehicles to be washed on property, or the excessive use of water for plants or household projects, or leaving the water running unattended:

(a) \$200.00 per occurrence.

(11) Destroying or Defacing Association/Common Area Property. For allowing or causing the destruction of Association property:

(a) \$200.00 per occurrence

(b) Replacement or repair cost

(12) Continuing Violations. For failure to obtain Architectural Control Committee approval, failure to maintain improvements as required, and other continuing violations:

(a) \$200.00 per month, per occurrence.

2. Penalties Responsibility of the Owner. All monetary penalties will be billed to the owner's account and will be payable by the owner to the Association within 30 days of the date of billing.
3. Penalties Cumulative. All penalties shall be cumulative, but the total amount fined will not exceed \$1,200.00 during the six (6) month period following the First Violation. If the violation continues for more than six (6) months or reoccurs after the end of a six (6) month period, such violation shall be subject to an additional \$1,200.00 cap for each subsequent six (6) month period.
4. Non-Exclusive Remedies. The imposition of the monetary penalties provided herein shall not be construed to be an exclusive remedy, and shall be in addition to all other rights and remedies to which the Association may otherwise be entitled, including, without limitation, the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.
5. Violation by Resident, Tenant, or Agent. A violation by a resident, tenant, guest, or agent of the owner shall be treated as a violation of the owner of the property. If the resident is someone other than the owner, then both the resident and the owner will be penalized. All monetary penalties shall be billed to the owner and, if applicable, the resident.
6. Courtesy Notice. For less severe violations, the Association may provide the owner and, if known by the Association, the resident, a courtesy notice and request for compliance within a specified time prior to initiating the notice procedure contained in paragraph 3.



Kevin J. Cooper \_\_\_\_\_  
President Date 5-17-24

\_\_\_\_\_  
Vice President Date 5-17-24

Rhonda Howard \_\_\_\_\_  
Secretary Date 5-17-24

Renee L. Laing \_\_\_\_\_  
Treasurer Date 5-17-24

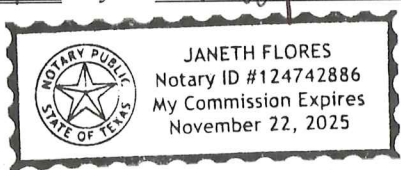
Blanca Pruitt \_\_\_\_\_  
Member at Large Date 5-17-24

The undersigned Kevin Cooper, being the duly elected President of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17 day of May, 2024.

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112

Kevin J. Cooper \_\_\_\_\_  
\_\_\_\_\_, President

17 day of May, 2024. SUBSCRIBED AND SWORN TO BEFORE ME by the said Kevin Cooper, this



Janeth Flores \_\_\_\_\_  
Notary Public, State of Texas

The undersigned \_\_\_\_\_, being the duly elected Vice President of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_, Vice President

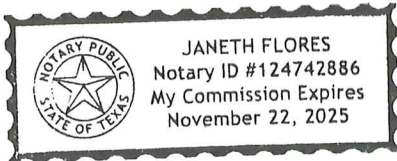
**SUBSCRIBED AND SWORN TO BEFORE ME** by the said \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

The undersigned Renee Lopez-Carrizales, being the duly elected Treasurer of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17 day of MAY, 2024.

Renee L. Carrizales  
\_\_\_\_\_, Treasurer

17 **SUBSCRIBED AND SWORN TO BEFORE ME** by the said Renee L. Carrizales, this  
\_\_\_\_\_ day of MAY, 2024.

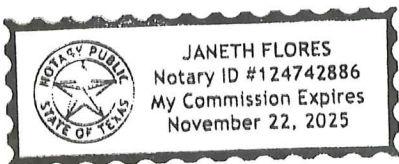


Janeth Flores  
\_\_\_\_\_  
Notary Public, State of Texas

The undersigned Rhonda Howard, being the duly elected Secretary of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17 day of MAY, 2024.

Rhonda Howard  
\_\_\_\_\_, Secretary

17 **SUBSCRIBED AND SWORN TO BEFORE ME** by the said Rhonda Howard, this  
\_\_\_\_\_ day of MAY, 2024.

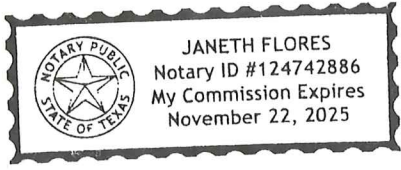


Janeth Flores  
\_\_\_\_\_  
Notary Public, State of Texas

The undersigned Clara Pruitt, being the duly elected Member At Large of the Northbrook North Townhouse Association, Inc., here by certifies that the above resolution was adopted by a majority of the Association's Board of Directors, as a duly held meeting with the requisite quorum present on this 17 day of May, 2024.

Clara Pruitt  
\_\_\_\_\_, Member At Large

17 day of May, 2024. **SUBSCRIBED AND SWORN TO BEFORE ME** by the said Clara Pruitt, this



Janeth Flores  
\_\_\_\_\_  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
  
Law Office of Arthur J. White III, P.C.  
1700 Post Oak Blvd.  
2 BLVD Place  
Suite 600  
Houston, Texas 77056

AFTER RECORDING RETURN TO:  
  
Randall Management  
6200 Savoy, Suite 420  
Houston, Texas 770369

FILED FOR RECORD

8:00:00 AM

Tuesday, July 23, 2024

*Leneshia Hudspeth*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, July 23, 2024

*Leneshia Hudspeth*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

