

**CERTIFICATE OF CORPORATE RESOLUTION
OF THE BOARD**

MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.

**RULES AND REGULATIONS
ADOPTING
A
FINES AND ENFORCEMENT POLICY**

The undersigned is an Officer of **MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"). The Association is defined and described in that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Memorial Park Village" recorded under Harris County Clerk's File No. Y546960 of the Real Property Records of Harris County, Texas, and all amendments thereto (the "Declaration"), covering Memorial Park Village, a subdivision (the "Subdivision"). The undersigned does hereby certify that at a duly constituted meeting of the Board of Directors ("Board") of the Association held on November 12, 2025, with at least a majority of the Board present, the following resolution was made and approved by the Board:

[Terms not otherwise defined herein have the meaning as set forth in the Declaration]

WHEREAS, pursuant to (i) the Declaration, (ii) Articles of Incorporation of the Association, a copy of which is filed under County Clerk's File No. Y729248 of the Real Property Records of Harris County, Texas (the "Articles"), (iii) the Bylaws of the Association, recorded under Harris County Clerk's File No. Y729248, and any amendments thereto ("Bylaws"), and (iv) applicable law, the Association acting by and through its Board is responsible for the administration and operation of the Subdivision, the repair and maintenance of the Common Area, and the Declarations, Articles, Bylaws, and other dedicatory instruments [rules and regulations, policies, etc.] adopted by the Board from time to time are collectively referred to as the "Governing Documents"; and

WHEREAS, pursuant to, and without limitation, Section 204.010(a)(6), and (8) of the Texas Property Code; and Article VII Section 7.20 of the Declaration: the Association is authorized to adopt rules and regulations concerning the use, management, and administration of the Subdivision; regulate the use, modification, and appearance of the Lots and Common Area of the Subdivision; and establish, levy, and collect fines for violations of the Governing Documents.

WHEREAS, but this resolution, the Board is desirous of adopting rules and regulations to establish a "Fines and Enforcement Policy".

NOW THEREFORE, the Board of the Association does hereby adopt rules and regulations establishing a herein titled "Fines and Enforcement Policy". Formal notice is hereby given to all existing Owners of Lots in the Subdivision and to all future Owners of Lots in the Subdivision that from and after the effective date set forth below, the following Fines and Enforcement Policy shall be in full force and effect.

"FINES AND ENFORCEMENT POLICY"

FINES AND ENFORCEMENT

1. Owners are responsible for assuring that their residents, guests, and invitees comply with the provisions of the Governing Documents. In the event an Owner, occupant, guest or invitee of an Owner's Lot violates any of the provisions of the Governing Documents, the Board shall have the authority to impose a fine upon the Owner of the Lot for each violation.
2. Upon determining that a violation of the Governing Documents has occurred, the Association or its agent shall give written notice to the Owner by certified mail. The notice shall:
 - (i) describe the violation that is the basis of the fine, and state any amount due to the Association from the Owner;
 - (ii) specify the date and provide a reasonable period of time by which the Owner must cure the violation if the violation is of curable nature and does not pose a threat to public health. Owners will not be fined for curable violations which are addressed within the required time frame.

As per Section 209.006 of the Texas Property Code:

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.

A violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied. Examples:

1. Shooting fireworks;
2. An act constituting a threat to health or safety
3. A noise violation that is not ongoing
4. Property damage, including the removal or alteration of landscape; and
5. Holding a garage sale or other event prohibited by the Governing Documents.

A violation is considered curable if it is ongoing and can be remedied by affirmative action. Examples of curable violations include:

1. A parking violation;
2. A maintenance violation;
3. The failure to construct improvements or modifications in accordance with approved plans and specifications; and
4. An ongoing noise violation such as a barking dog

- (iii) allow the Owner the right to request a hearing before the Board on or before the 30th day after the notice was mailed to the owner; and
- (iv) state that the 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.

For repeat offences, if an owner was previously provided a notice and given the opportunity to address the violation within the preceding six-month period, the Association or its agent shall not be required to send additional notices or provide additional cure periods prior to imposing fines.

In the event of any conflict between the foregoing and the provisions of Section 209.006 of the Texas Property Code, the provisions of Section 209.006 of the Texas Property Code shall prevail.

3. Except as provided by Section 4 below and only if the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

In the event an Owner requests a hearing before the Board, the Board shall hold a hearing not later than thirty (30) days after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time and place of the hearing no later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

Not later than ten (10) days before the Association holds a hearing under these Rules, the Association shall provide an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.

If the Association does not provide a packet within the period described by these Rules, an Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

In the event of any conflict between the foregoing and the provisions of Section 209.007 of the Texas Property Code shall prevail.

4. The Notice and hearing provisions of these Rules do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.
5. The Association must give notice of the levied fine to the Owner no later than the thirtieth (30th) day after the date a fine has been levied against the Owner. All fines will be due and payable immediately as of the date of the notice stating that a fine has been levied.
6. Fines will be imposed against any Owner for any infraction of the Governing Documents. The fining structure as of the date of the adoption of this policy is as follows:

FINING STRUCTURE PER EACH VIOLATION

The Association shall levy fines for the following general categories of violations based upon the following schedule of fines, which is based on the violations described in the "Declaration

of Covenants, Conditions, Restrictions, and Easements for Memorial Park Village". Please reference this document for further details.

GENERAL CATEGORIES OF VIOLATIONS	SCHEDULE OF FINES
Property Subject to this Declaration Article I of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Definitions Article II of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Memorial Park Village Community Association Inc Article III of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Architectural Control Committee Article IV of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Maintenance Fund Article V of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Maintenance, Insurance, Casualty and Condemnation Article VI of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Residential Use; Group Homes; Treatment Facilities Section 7.01 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Pets, Animals, and Livestock Section 7.02 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Vehicles; Parking Section 7.03 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Nuisance; Unsightly or Unkempt Conditions Section 7.04 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Septic Tanks Section 7.05 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Disposal of Trash Section 7.06 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Permitted Hours for Construction Activity Section 7.07 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day

Building Materials Section 7.08 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Outdoor Cooking Section 7.09 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Children and Dependents Section 7.10 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Basketball Goals Section 7.11 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Clotheslines Section 7.12 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Timesharing Prohibited Section 7.13 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Electronic Signal Devices Section 7.14 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Leases Section 7.15 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Unoccupied or Undeveloped Property Section 7.16 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Use of Streets Section 7.17 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Garage Use Section 7.18 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Mineral Production Section 7.19 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Rules and Regulations Section 7.20 of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Architectural Restrictions Article VIII of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Easements Article IX of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day

Enforcement Article X of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
Development Period Article XI of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day
General Provisions Article XII of the Declaration	First offense and all subsequent Offense Notices: Not to exceed \$25.00 per violation, per day

Notwithstanding anything to the contrary in the foregoing fining structure, the Association, at the sole discretion of the Board or its managing agent, may, but shall not be required to, provide a "courtesy notice" prior to the levy of any fine.

The fining structure and the amount of the fines may be modified by the Board from time to time. Further, if the violation is not cured the matter may be turned over the Association's counsel for legal resolution. All costs associated with legal resolution will be the owner's financial responsibility.

Nothing in this fining policy shall preclude the Association's rights to enforce late charges, collect interest, establish liens, collect payment for damages, or take any other enforcement actions as described in the Declaration.

7. In accordance with Article VII, Section 7.20.3 of the Declaration, the foregoing rules and regulations establishing the Fines and Enforcement Policy shall not be effective until thirty (30) days after notice thereof has been given to all Owners, and upon the recordation of same in the County Clerk's Records of Harris County, Texas, as a "dedicatory instrument" as provided by the Texas Property Code.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 13th day of November, 2025.

**MEMORIAL PARK VILLAGE COMMUNITY
ASSOCIATION, INC.,** a Texas non-profit corporation

By: Kara McMillan
(signature)

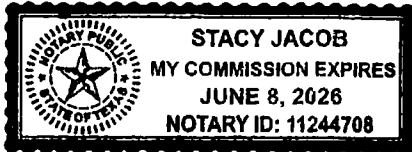
Kara McMillan
(name printed)

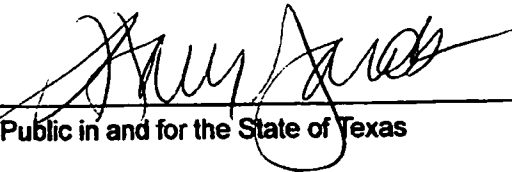
Its: Secretary/Treasurer
(title/position)

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 13th day of November, 2025, by Kara McMillan, Secretary of **MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.





Notary Public in and for the State of Texas

RP-2025-463537
Pages 8
11/21/2025 03:27 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$49.00

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-2025-463537