

**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD**

**TALIA TRAILS COMMUNITY ASSOCIATION, INC.**

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

The undersigned is an Officer of **TALIA TRAILS 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 Talia Trails" recorded under Harris County Clerk's File No. 20120187874 of the Real Property Records of Harris County, Texas, and all amendments thereto (the "Declaration"), covering Talia Trails, 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 October 21, 2020, with at least a majority of the Board present, the following resolution was duly 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. RP-2016-175793 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. RP-2016-175793, 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 regulation of the use, modification, and appearance of the Lots and Common Area (the Declaration, 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 7.12 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**, by 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.

(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, 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 (30<sup>th</sup>) 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:

GENERAL CATEGORIES OF VIOLATIONS	SCHEDULE OF FINES
Residential Use & Occupancy	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Animals, Livestock & Pets	1st Offense Notice: \$75.00 2nd and subsequent

## **"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) unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, if the violation is of a curable nature and does not pose a threat to public health or safety, provide that the Owner is entitled to a reasonable period to cure the violation and avoid the fine; and such notice must specify the date, which provide for a reasonable period of time, by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety;
  - (iii) allow the Owner the right to request a hearing before the Board on or before the 30<sup>th</sup> 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.

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. Further, Section 209.006(f) establishes the criteria as to whether a violation is considered a threat to public health or safety; and Sections 209.006 (g), (h), and (i) establishes criteria and examples of "uncurable" and "curable" violations.

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 cure the violation, and 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 (10<sup>th</sup>) 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

	Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Vehicles & Parking	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Nuisance, Annoyance, Noxious or Offensive Activity, Common Courtesy and Etiquette	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Unsightly or Unkept Conditions	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Trash & Garbage Cans	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Construction Activity	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Architectural Control	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Signs	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00

	for each future violation within a 12 month period
Outdoor Cooking	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Firearms	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Basketball Goals	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Leases	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Maintenance & Repair	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Clotheslines	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Antennas & Satellite Dish Systems	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period

Exterior Lighting	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Solar Devices	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Air Conditioners	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Excavation & Mining	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Exterior Appearance & Decorations	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Contact Information	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Gates & Keys	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period

Pool	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period
Residents & Visitors	1st Offense Notice: \$75.00 2nd and subsequent Offense Notices: increase by an additional \$25.00 for each future violation within a 12 month period

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 to the Association's counsel for legal resolution. All costs associated with legal resolution will be the owner's financial responsibility.

7. The Association, at its sole discretion, upon written notice to an Owner, may suspend the privileges of an Owner or the use by the Owner or a Resident of certain Common Area amenities (e.g. pool, clubhouse, etc.) when the Owner of such Lot is delinquent for more than 30 days in the payment of assessments.

In accordance with Article VII, Section 7.12 of the Declaration, the foregoing rules and regulations establishing the Fines and Enforcement Policy shall be effective 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 name on the 21<sup>st</sup> day of October, 2025.

**TALIA TRAILS COMMUNITY ASSOCIATION,  
INC., a Texas non-profit corporation**

By: Paul Ganzenmuller (signature)  
PAUL GANZENMULLER (printed name)  
HOA PRESIDENT (title/position)

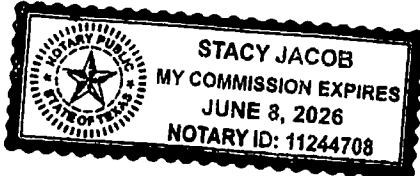
STATE OF TEXAS

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§  
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COUNTY OF HARRIS

This instrument was acknowledged before me on this 21<sup>st</sup> day of October, 2025  
by Paul Ganzenmuller, President of **TALIA TRAILS**  
**COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such  
corporation.

Stacy Jacob  
Notary Public, State of Texas



RP-2025-433990

RP-2025-433990  
# Pages 9  
11/03/2025 07:35 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$53.00

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.



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS