



Twin Harbors Property Owners' Association, Inc.
 274 Valleyview Drive
 Onalaska, Texas 77360
 (936) 646-2242
Info@twinharborslakelivingston.com

FINE SCHEDULE

WHEREAS the property affected by this Fine Schedule is subject to that certain Declaration of Covenants, Conditions and Restrictions of Twin Harbors, as recorded at Polk County, Texas (the "Bylaws"); and

WHEREAS, pursuant to the authority vested in Twin Harbors Property Owners Association (the "Association") under Articles VI and VII of the current approved and recorded THPOA Bylaws 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, specifically, pursuant to Articles VI and VII of the current approved and recorded THPOA Bylaws; the Board of Directors of the Association is authorized to adopt, amend, repeal and enforce various rules and regulations and fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Bylaws, Architectural Guidelines and Regulations and

WHEREAS, the Association desires, pursuant to the authority set out in the Deed Restrictions, and as set out in Chapters 209.006 and 209.0063 of the TEXAS PROPERTY CODE, to adopt a Fine Schedule and to impose, implement and levy fines as set out in the Fine Schedule, and as may be deemed necessary or desirable, as determined by the Board of Directors of the Association, for the interpretation and implementation of the Bylaws, Architectural Guidelines and Regulations, and

NOW, THEREFORE, for the purpose of adopting a Fine Schedule for the implementation and enforcement of the Bylaws, Architectural Guidelines and Regulations, be it

RESOLVED by the Board of Directors of Twin Harbors Property Owners Association; the following Fine Schedule be adopted.

FINE SCHEDULE

The Board hereby adopts this Fine Policy to establish equitable policies and procedures for the levy of fines within the Subdivision in compliance with the provisions of the TEXAS RESIDENTIAL PROPERTY OWNERS PROTECTION ACT (the "Act") found in Chapter 209 of the TEXAS PROPERTY CODE, To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision automatically shall be modified to comply with the applicable law. Words and phrases used and not otherwise defined in this policy have the same meanings given to them by the Bylaws.

1. **Policy.** The Association uses fines to discourage violations of the Deed restrictions, Bylaws, and rules and regulations of the Association (collectively the "Documents"), and to encourage compliance when a violation occurs - not to



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punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of these methods does not interfere with its exercise of other rights and remedies for the same violation.

2. **Changes.** These items may be supplemented, removed or amended at any time by the board during their regular meetings. Each proposed notice will be reviewed as a standing item of the monthly POA board meeting. The board may vary from the fine schedule, as included, on a case-by-case basis (i.e., set fines higher or lower than indicated), so long as the decision is based on the facts surrounding that specific violation. In such a case, all changes will apply only to new violations; there is no retroactivity.
3. **Owner's Liability.** An Owner is liable for any fines levied by the Association for violations of the Documents by the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors. Regardless of who performs the violation, the Association will direct its communications regarding fines to the Owner.
4. **Violation Notice Required for Curable Violations.** The Association may give one or more written notices of the violation via regular first-class mail and/or email, pursuant to its discretion. Before levying a fine, the Association will provide the Owner a written violation notices by first-class mail and/or email, as required by TEXAS PROPERTY CODE 209.006, and an opportunity to be heard. This requirement may not be waived. In any event, the Association's written violation notice must contain the following items: (1) the date the violation notice is prepared or emailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable time period, minimum 30 days, to take such action; (5) the action to be taken and/or the amount of the fine, if any; (6) a statement that not later than the 30th day after the date of the violation notice, if the violation has not been cured, the Owner may request a hearing before the Board to contest the fine; and (7) the date the fine attaches or begins accruing (the "Start Date"), subject to the following:
 - a. **New Violation.** If the Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, the notice will state a specific date by which the violation must be cured to avoid the fine if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. **Repeat Violation.** In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, the fine may attach from the date of the repeat violation notice.



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c. Notices will be provided to the owner as follows: a. Initially a written notice as proscribed above advising Owner and requiring action as proscribed within 30 days of the notice. b. If the violation has not been cured nor an appeal requested within those thirty days, a second notice will be mailed by certified mail requiring an owner's signature upon receipt and requiring curing with thirty more days. c. At the end of the total of those sixty days, fines will begin accruing as indicated in this document.

5. **Incurable Violations.** A violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. In such case, the Association will advise the Owner the right to request a hearing within 30 days of the notice. The Association may fine for incurable violations without providing a reasonable cure time.

6. **Violation Hearing.** An Owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, an Owner must submit a written request to the Association's manager within thirty (30) days after the date of the violation notice. Within thirty (30) days after Owner's request for a hearing, Association must hold a hearing. The Association must provide the Owner with at least ten (10) days' notices of the date, time, and place of the hearing. The hearing will be held in a regular session of the Board, or at an executive session at the Board's discretion. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person or may be represented by another person or written communication. The minutes of the hearing must contain a statement of the results of the hearing and the fines and/or action, if any, imposed. A copy of the violation notices and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. An Owner is not entitled to a hearing for repeat violations for which they had been previously given notice and the opportunity for a hearing within the preceding six (6) months,

7. **Levy of Fine.** Within thirty (30) days after levying any fine, the board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is present, the notice requirements will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices. Failure to provide such notices does not relieve the property owner of the obligation to pay the fine(s).

8. **Amount of Fine.** The Association establishes the following schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation.



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If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, monthly, or quarterly), beginning on the Start Date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. See **SCHEDULE OF TYPICAL FINES** below for a summary list of fines.

Notwithstanding the foregoing, the Board reserves the right to adopt a different fine amount on a case-by-case basis provided the fine is reasonable considering the nature, frequency, and effects of the violations.

9. **Collection of Fines.** The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, unless the fine is for an incurable violation as set out above and as further described in the Texas Property Code.
10. **Non-Exclusive Remedies.** The imposition of fines as 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 otherwise may be entitled, including, without limitation, the filing of an Affidavit of Non-Compliance in the Official Public Records of Polk County, Texas, and/or the initiation of legal proceedings seeking injunctive relief and/or damages, attorneys' fees, court costs and all other remedies, at law or in equity to which the Association may be entitled.
11. **Other Authorized Governmental Requirements:** These requirements and restrictions are in addition to any others that may be required by governmental authorities including, but not limited to, the City of Onalaska, Trinity River Authority, State of Texas, or United States Government. Conforming to these requirements does not relieve one of the needs to conform to the requirements of other duly authorized jurisdictions. These fines are in addition to any other penalties that those authorities may impose.
12. **Amendment Policy.** This policy may be revoked or amended as needed by the Board at its discretion. This policy was duly adopted by the Board Directors of Twin Harbors Property Owners Association on this day, February 17, 2020. This Fine schedule is effective upon recording in the Official Public Records of Polk, County, Texas, and supersedes any Fine Schedule which may have previously been in effect. Except as affected by the Texas Property Code and/or by these guidelines, all other provisions contained in the Bylaws, or any other dedicatory instruments of the Association shall remain in full force and effect.



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SCHEDULE OF TYPICAL FINES

ITEM #	DESCRIPTION OF VIOLATION	INITIAL FINE	SUBSEQUENT	PERIOD
1	Animals – Compliance	\$25	\$2	Day
2	Construction – Commencing without Twin Harbors POA Approval	\$150	\$300	Month
3	Fences – Failure to comply with deed restrictions	\$100	\$100	Month
4	General – Garbage and Trash Accumulation	\$50	\$100	Month
5	General – Junked Motor Vehicles	\$100	\$200	Month
6	Lot Use – Commercial Purposes including the parking of a commercial vehicle over ¾ ton	\$250	\$250	Month
7	Lot Use – RV's, Trailers, Mobile Homes violating deed restrictions	\$200	\$200	Month
8	Maintenance – Hazardous Waste	\$250	\$250	Month
9	Noxious or offensive activity	\$50	\$100	Month
10	Boats or trailers parked in front of building line	\$50	\$50	Month
11	Lot mowing and rubbish cleanup	\$100	\$200	Event

Definition of Typical Fines

Item 1: "Animals - General - Compliance" **Initial Fine - \$ 25.00; Subsequent Daily Fine \$ 2.00**

No animals, livestock, poultry (6 chickens are approved for eggs only, no roosters) or aquatic species of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Large animals such as horses, mules, goats, pigs, etc. are not permitted except for FFA projects approved by the Board.

Item 2: "Construction - Commencing Without POA Approval" **Initial Fine - First Month \$ 150.00; Subsequent Monthly Fine \$ 300.00**

No building or other improvements of any character shall be erected or placed, nor the erection or placing thereof commenced, nor substantial changes made in the design or exterior appearance thereof (including, without limitation, the color of any painting, staining or siding, all of which must be in harmony with the Subdivision), nor any addition or exterior alteration made thereto by voluntary action after original construction on any Lot in the Subdivision until the obtaining of the necessary approval (as



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hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation. Homeowner is cautioned that the permits are for a definite timeframe; failure to complete the construction within such timeframe will require a new permit with its attendant costs.

Item 3: Fences – “Failure to Comply with Fence Requirements”
Initial Fine - First Month \$ 100.00; Subsequent Monthly Fine \$ 100.00

All fences must be approved by the Architectural Review Authority (ARA) and be in conformance with the requirements set forth on their permit application.

Item 4: “General - Garbage and Trash Accumulation”
Initial Fine - First Month \$ 50.00; Subsequent Monthly Fine \$ 100.00

Garbage, trash and other refuse shall not be permitted to be accumulated outside of approved containers nor dumped on any lot within the subdivision. Such refuse shall be kept in approved sanitary containers and disposed of properly and timely. In no case shall it be allowed to accumulate to the point of becoming a malodorous nuisance nor a health hazard nor an attraction to pests.

Item 5: General - “Junked Motor Vehicles”
Initial Fine - First Month \$ 100.00; Subsequent Monthly Fine \$ 200.00

No lot shall be used as a depository for abandoned or junked motor vehicles. These are vehicles without current license registration or one's incapable of operating according to the manufacturer's intended purpose for an extended length of time. No accessories, parts, or objects used with cars, boats, buses, trucks, trailers, house trailers or the like shall be kept on any lot other than in a garage or other structure approved by the POA.

Item 6: Lot Use – “Commercial Purposes”
Initial Fine - First Month \$ 250.00; Subsequent Monthly Fine \$ 250.00

No lot designated for single family construction shall be used for business, educational, religious, or professional purposes of any kind, nor for any commercial or manufacturing purposes. However, an Owner may maintain a home office provided there are no more than one customer or client per day on average visiting said home office. Commercial Purposes shall include the parking of a commercial use vehicle over three-quarter ton.



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Item 7: "Lot Use – RV's, Trailers, Mobile Homes"
Initial Fine - First Month \$ 200.00; Subsequent Monthly Fine \$ 200.00

No structure of a temporary character, whether trailer, tent, shack, garage, barn, RV, or other outbuilding shall be maintained or used on any lot at any time as a residence, either temporarily or permanently.

Item 8: Maintenance - "Hazardous Waste"
Initial Fine - First Month \$ 250.00; Subsequent Monthly Fine \$250.00

No lot in the subdivision shall be used as a dumping ground or a storage site for trash, garbage or other waste except for normal household trash which must be kept in sanitary containers for routine legal disposal. No hazardous substance or chemicals that can become hazardous over time are to be brought onto, installed, used, stored, treated, disposed of or transported within the subdivision or on any lot therein. The term "Hazardous Substance" shall mean any substance which shall be listed as "hazardous" or "toxic" under the regulations per local, state of Texas or Federal laws. If such a substance is found to be on any lot in the subdivision, the owner must immediately begin taking remediation efforts to fully bring the lot into compliance with all applicable environmental laws,

Item 9: "No noxious or offensive activity"
Initial Fine - First Month \$ 5 0.00; Subsequent Monthly Fine \$ 100.00

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance to the neighborhood. Examples include but are not limited to.

Barking dogs overnight,

Parking that impedes traffic,

Construction before sunrise/after 9PM

Loud music/parties after 10PM

Kitchen & laundry waste, or sewage may not be allowed to accumulate in, discharged into, or flow into a public place, gutter, or street.

A vacant or abandoned lot/house may not develop into a condition that will create a public health nuisance or other condition prejudicial to the public health.



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"Weeds" means all rank and uncultivated vegetable growth or matter that: (A) has grown to more than 36 inches in height; or (B) may create an unsanitary condition or become a harborage for rodents, vermin, or other disease-carrying pests, regardless of the height of the weeds.

No reckless discharge of a firearm.

No delivery, possession, manufacture, or use of an illegal controlled substance.

Item 10: "Boats or trailers parked in front of building line"
Initial Fine - First Month \$ 50.00; Subsequent Monthly Fine \$ 50.00

No boats or trailers may be parked in front of the front building line of any tract. The front building line is defined as the further distance from the street, either the most front edge of a structure or 20 feet. Exception being lakefront lots where the 20-foot easement is not possible.

Item 11: "Lot mowing and rubbish cleanup"
Initial Fine - First Month \$ 100.00; Subsequent Monthly Fine \$ 200.00

Each lot owner agrees to always keep his lot(s) mowed and free of rubbish. Should the lot owner, after five (5) days written notice from the Property Owner's Association, fail to mow and clean his lot, the property Owner's Association shall authorize the Association to cause corrective action and seek reimbursement in addition to the fines. Once a lot has been cleared it must be maintained in such condition.

This policy was duly adopted by the Board Directors of Twin Harbors Property Owner's Association on this day, February 12, 2022. This Fine schedule is effective upon recording in the Official Public Records of Polk, County, Texas, and supersedes any Fine Schedule which may have previously been in effect. Except as affected by the Texas Property Code and/or by these guidelines, all other provisions contained in the Bylaws, or any other dedicatory instruments of the Association shall remain in full force and effect.

This document was duly adopted by majority vote of the Board of Directors of Twin Harbors Property Owners' Association on the 12 day of February 2022.

Barbara Dickens

Twin Harbors Property Owners' Association President

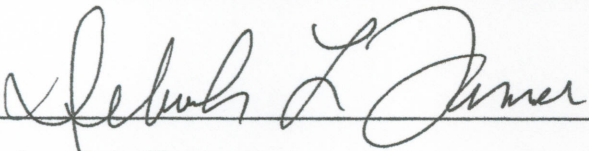


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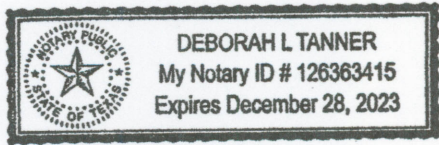
STATE OF TEXAS*

COUNTY OF POLK

This instrument was acknowledged before me on the 12 day of February 2022 by Barbara Dickens on behalf of the Twin Harbors Property Owners' Association, Inc., a Texas non-profit corporation on behalf of said corporation.

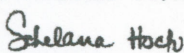


Deborah L. Tanner



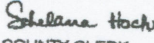
NOTARY PUBLIC, STATE OF TEXAS

POLK COUNTY RECORDING STAMP:

FILED FOR RECORD
Feb 14 2022 10:10:05

SCHELANA HOCK
POLK COUNTY CLERK



I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped heron by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped heron by me.


COUNTY CLERK
POLK COUNTY, TEXAS
Feb 14, 2022
