

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
GLENDOWER COURT PROPERTY OWNERS' ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the President of Glendower Court Property Owners' Association (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements the instruments entitled "Declarations of Covenants, Conditions and Restrictions for Glendower Court", Houston, Harris County, Texas recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. RP-2022-467501 (the "Notice") which were filed of record on September 19, 2022, 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 document is a Dedicatory Instrument governing the Association.

• **Glendower Court Property Owners' Association 2024 Schedule of Fines.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice as Attachment A.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris 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 copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 23rd day of October, 2024.

**GLENDOWER COURT PROPERTY OWNERS'
ASSOCIATION**

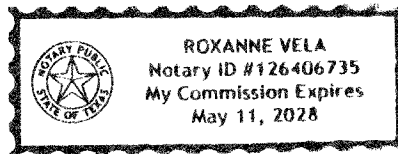
By: Kathryn Ketelsen
Kathryn Ketelsen, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 23rd day of October, 2024, personally appeared Kathryn Ketelsen, President of Glendower Court Property Owners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



Attachment A

GLENDOWER COURT PROPERTY OWNERS' ASSOCIATION

2024

Schedule of Fines

Duly Adopted
October 15, 2024

**Resolution of the Board of Directors
of Glendower Court Property Owners' Association**

Glendower Court Property Owners' Association a Texas corporation ("**Association**"), acting herein and through its President, files this Schedule of Fines ("**Schedule**").

RECITALS

WHEREAS, Glendower Court Subdivision ("**Subdivision**") is deed-restricted by the "Declarations of Covenants, Conditions and Restrictions for Glendower Court", Houston, Harris County, Texas recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. RP-2022-467501 (the "Notice") which were filed of record on September 19, 2022, for the purpose of complying with Section 202.006 of the Texas Property Code, (collectively, "**Declaration**"), and provides for the Association's governance.

WHEREAS, Section 5.2 of the Declaration provides the Association with the power to enforce the Declaration and to bring actions for damages against any Owner for failure to comply.

WHEREAS, the Restrictions state: **Violation Expenses as Part of Assessment.** The following charges shall also be construed as if they are Assessments: all expenses reasonably attributable to or incurred by reason of a breach or violation of or to obtain compliance with any provision of this Declaration must be assessed against the Owner who occasioned the incurrence of such expenses, including reasonable attorneys' fees, whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction. The foregoing shall include, without limitation, all costs, expenses and reasonable attorneys' fees incurred in connection with the judicial foreclosure of the Association's Assessment lien, including prosecution or defense of any claims or actions relating to any such foreclosure proceedings.

WHEREAS, the Restrictions state: The Assessments owed as provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from liability for the Assessments owed. For any default in the payment of any Assessment, the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the Assessment from the due date of the Assessment, together with all costs and expenses of collection, including reasonable attorneys' fees.

WHEREAS, the Restrictions state: **Enforcement and Nonwaiver.** Except as otherwise provided in this Declaration, any Owner at its, his or her own expense, the Association, and the Board will have the right to enforce any and all provisions of this Declaration. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the violation of any of this Declaration by an Owner or the Owner's family, guests,

tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

- a. The imposition of a special charge or fine per violation, the amount for which will be set by the Board by resolution.
- b. The right to cure or abate the violation and to charge any related expenses to the owner.

WHEREAS, the Amended and Restated Bylaws of Glendower Court Property Owners' Association were duly adopted by a majority of the Owners at a meeting of the Members called for such purposes on the 26th day of October, 2022;

WHEREAS, Article VII of the Bylaws of the Association provides that the business and affairs of the Association shall be managed by or under the direction of the Board of Directors ("Board") which may exercise all such powers of the Association.

WHEREAS, Texas Property Code §209.0061 was added by the 88th Legislative Session, and took effect as of January 1, 2024, requiring the Association to adopt an enforcement policy in compliance with said statute.

NOW, THEREFORE, the Board, in furtherance of the Association's existing right to levy fines and to enforce the Declaration, adopts the following 2024 Schedule of Fines:

1. **Types of Violations.** - The three types of violations are addressed below.
 - 1.1. **Curable Violations** - By way of example and not in limitation, the following are examples of curable violations:
 - 1.1.1. a maintenance violation including the following:
 - o Worn paint on siding and/or trim
 - o Fencing in need of completion, repair or re-staining
 - o Roof in need of repair/shingle replacement
 - o Siding or trim in need of replacement, etc.
 - 1.1.2. landscaping violations:
 - o overgrown lawn grasses
 - o unkempt or unsightly empty lots
 - o overgrown or excessive weeds
 - o trees and/or vegetation in need of trimming, etc.
 - o blatant violations
 - 1.1.3. construction violations:
 - o construction defaults and modifications made without approval as

- required by the Declaration
- o the failure to construct improvements or modifications in accordance with approved plans and specifications

1.1.4. use violations:

- o use of any property for any purpose other than single family residential use
- o any use of the property for business, professional, commercial, warehousing or manufacturing, including short-term rentals, i.e., rental or leasing the property or any portion thereof for a period of fewer than sixty (60) consecutive days

1.1.5. other violations:

- o trash cans improperly stored or left at curb
- o outdoor clotheslines
- o debris in front yard, etc.
- o ongoing noise violations such as a barking dog, or other continuing noxious activity
- o prohibited parking
- o prohibited signs
- o animal related (unleashed, uncollected animal waste)

1.2. **Incurable Violation** - A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists certain of the following as examples of incurable violations:

- 1.2.1. an act constituting a threat to health or safety
- 1.2.2. discharging fireworks
- 1.2.3. a noise violation that is not ongoing including late night and excessively noisy parties
- 1.2.4. property damage, including the removal or alteration of landscape
- 1.2.5. holding a garage sale or other event prohibited by the Declaration.

1.3. **Violation that is a Threat to Public Health or Safety** - Per the Texas Property Code, such a violation is one that could materially affect the physical health or safety of an ordinary resident.

As provided in this Schedule, there are two (2) enforcement procedures to be followed depending upon (a) whether the violation is curable and does not pose a threat to public health or safety or (b) whether the violation is incurable and/or poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Schedule will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board,

in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

2. **Enforcement** -

2.1. **Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is (a) curable and (b) does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

2.1.1. **Courtesy Notification** - Upon verification of a violation, a courtesy notice may be made to the Owner via telephone call, email or letter notification describing the violation and requesting that the Owner cure the violation within a stated period. The Association is not required to send any courtesy notification.

2.1.2. **Violation Letter** - After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner.

Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- 2.1.2.1.1. a description of the violation;
- 2.1.2.1.2. the action required to correct the violation;
- 2.1.2.1.3. the time by which the violation must be corrected; and
- 2.1.2.1.4. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

2.1.3. **Demand Letter** - Either upon initial verification of a violation, or after the expiration of the period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. Any notice required to be given to any owner, including the demand letter, shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the owner at his or her last known address as such appears on the records of the Association at the time of such mailing, or by any other method that the Board determines is likely to cause the demand letter to be received by the Owner. The address at which an owner is given notice may be changed from time to time by

notice in writing given by the owner to the Association. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

2.1.3.1. **Content of the Demand Letter** - The demand letter will include the following:

- 2.1.3.1.1. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- 2.1.3.1.2. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- 2.1.3.1.3. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine will not be assessed for the violation;
- 2.1.3.1.4. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- 2.1.3.1.5. notice 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.

2.1.3.2. **Hearing Requested** - If a hearing is properly and timely requested by the Owner, the hearing will be held not later than the 30th day after the date the Association 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 Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

2.1.3.3. **Hearing Not Requested** - If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines and other remedies available to the Association may be implemented after the expiration of the thirty (30) day period provided to the Owner to request a hearing.

2.1.3.4. **Remedies** - The Owner is 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, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration. In addition to charging fines, as provided below, the Association reserves the right under the Declaration and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

3. **Enforcement - Incurable Violations and/or Violations that Pose a Threat to Public Health or Safety.** Upon initial verification of an incurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. Any notice required to be given to any owner, including the demand letter, shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the owner at his or her last known address as such appears on the records of the Association at the time of such mailing, or by any other method that the Board determines is likely to cause the demand letter to be received by the Owner.

3.1. **Content of the Demand Letter** - The demand letter will include the following:

- 3.1.1. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due to the Association;
- 3.1.2. notice that the Owner may request a hearing before the Board, such request must be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- 3.1.3. notice that 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.

- 3.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association 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 Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

- 3.3. **Remedies** - Regardless of whether the Owner requests a hearing, fines and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Declaration.

In addition to charging fines, the Association reserves the right under the governing documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

4. **Subsequent Violation.** If an Owner has been given notice in accordance with Section 2 or Section 3 of this Schedule in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines without first sending another demand for compliance.
5. **Fines.** Subject to the notice provisions set forth above, as applicable, the Board may impose reasonable monetary fines against an Owner in accordance with the schedule below until the violation is cured if it is of a curable nature. The Board of Directors of the Association may adopt and modify from time to time a schedule of fines for various types of violations. Any fine levied by the Association is cumulative and secured by the lien established in the Declaration. A fine is also the personal obligation of the Owner.

Initial Fine Schedule:

- Maintenance violations: \$ 750.00 for each month the violation remains uncured.
- Landscaping violations: \$ 200.00 for each week the violation is not cured or recurs within 90 days from the latest notice of enforcement action.
- Construction violations: 1,000 for each month the violation remains uncured or recurs within 90 days from the latest notice of enforcement action.
- Use violations: \$ 1,000.00 per day until cured as determined by the Board.
- All Other Curable violations: \$ 200.00 for each occurrence, subject to additional fines based on subsequent notices or amounts charged on a daily basis.
- Incurable violations, blatant violations, or other certain violations: \$ 1,000.00 per occurrence or per month until cured as determined by the Board.

The Board reserves the right to adjust fine amounts based on the severity and/or frequency of the violation. For a continuing violation, the Association may charge fines on a daily or other periodic basis.

The Board reserves the right to record a supplemental or separate fine schedule and, thereafter, apply the fines set forth in the fine schedule.

An Owner is liable for fines levied by the Association for violations of the Declaration or other dedicatory instrument by Owner and Owner's guests, invitees, family members, employees, agents, and representatives. Regardless of who commits the violation, the Association may direct all communications regarding the violation to Owner.

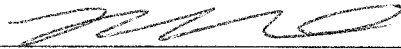
The undersigned verifies the above policy was duly adopted on the 15th day of October, 2024.

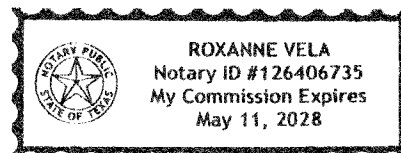
**GLENDOWER COURT PROPERTY
OWNERS' ASSOCIATION**

By: Kathryn Ketelsen, President
Kathryn Ketelsen, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 23rd day of October, 2024, personally appeared Kathryn Ketelsen, President of Glendower Court Property Owners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



RP-2024-393509
Pages 13
10/23/2024 01:21 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$69.00

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-2024-393509