



**Stonecrest Ranch Property Owners Association**

**Fine Schedule**

**Effective Date: March 29, 2007**

2007-045592

## INTRODUCTION

Please understand that these fines are for the betterment of our community. The Property Owners Association may adopt fines in accordance with Article VIII, Section 8.9 of the Stonecrest Ranch Deed Restrictions and the Texas Property Code. If an owner has any questions regarding any fine, please do not hesitate to write the Board of Directors. The Board of Directors will respond in writing with any assistance needed.

## ASSESSMENT OF FINES

Fines will be assessed 30 days after the association or its agent gives written notice to the property owner by certified mail, return receipt requested. A majority vote of the Board of Directors is required before sending a notice of fines to the property owner.

The notice will:

1. Describe the violation which is the basis for the fine and state the initial and/or monthly fine amount due to the association from the property owner; and
2. Inform the property owner that the property owner:
  - a. Is entitled to 30 days to cure the violation in order to avoid the fine, and
  - b. May request a hearing under Section 209.007 of the Texas Property Code or Article III, Section 8.10 of the Covenants, Conditions, and Restrictions on or before the 30<sup>th</sup> day after the date the owner receives notice.

Once the above due process is complete, the first fine will be billed to the property owner for the "Initial Fine – First Month" amount. If the violation is not cured within 30 days after the initial fine, then the "Subsequent Monthly Fine" will be billed to the property owner on a monthly basis until the violation is cured.

Once cured, if the violation is repeated, the process will begin as a new violation and will be fined from the "Initial Fine – First Month" amount to the "Subsequent Monthly Fine" and will be billed monthly until the violation is cured.

Nothing stated here shall be construed to require fining prior to any lawsuit or to prohibit the Stonecrest Ranch Property Owners Association, Inc. from filing suit in order to enforce or enjoin violations in accordance with Article VIII, Section 8.10 of the restrictive covenants applicable to the Subdivision, or any other rule, regulation, bylaw, applicable law, or other governing document of the Subdivision.

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| Initial Effective Date | 3/29/07 |
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| Current Revision Date |  |
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**Current Revision Date**

**"Animals – General - Non Compliance"**

**Initial Fine – First Month \$ 250.00**  
**Subsequent Monthly Fine \$ 100.00**

**The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.13 Animal Husbandry**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse per acre 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. Provided, however, animals, except for pigs or hogs, being raised for 4-H or FFA school sponsored programs will be permitted as long as it does not become a nuisance. Notwithstanding anything to the contrary above, Owners of Lots 29 through 44, Block 1 and Lots 49 through 57, Block 1 of the Subdivision shall be allowed to raise, breed or keep animals or livestock provided they (i) do not become a nuisance or threat to other Owners in the Subdivision; and (ii) are not bred or raised solely for commercial purposes; and (iii) are bred and raised under generally accepted livestock raising and breeding practices. No pigs, hogs, emus, peacocks, ostriches or reptiles will be permitted under any circumstances or programs on any lot in the Subdivision.

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| Initial Effective Date | 3/29/07 |
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**"Animals – Specific – Exceeding Horse Capacity"**

**Initial Fine – First Month \$ 250.00**  
**Subsequent Monthly Fine \$ 100.00**

**The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.13 Animal Husbandry**

"No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse per acre may be kept .....

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| Initial Effective Date | 3/29/07 |
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**"Animals – Specific - Uncontained or Uncontrolled Pets"****Fine Per Occurrence \$ 75.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.13 Animal Husbandry**

"No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse per acre 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....."

Initial Effective Date

3/29/07

Current Revision Date

**"Construction – Commencing Without ACC Approval"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 100.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE IV Section 4.01 Basic Control**

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or substantial changes made in the design or exterior appearance thereof (including, without limitation, the color of any painting, staining or siding which must be in harmony with the Subdivision), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing 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.

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**"Construction – Demolition or Destruction Without ACC Approval"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 100.00**

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH  
**States:**

**ARTICLE IV Section 4.01 Basic Control**

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or substantial changes made in the design or exterior appearance thereof (including, without limitation, the color of any painting, staining or siding which must be in harmony with the Subdivision), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing 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.

Initial Effective Date

3/29/07

Current Revision Date

**"Construction - Failure To Timely Commence"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 100.00**

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH  
States:

ARTICLE III Section 3.01 Single Family Residential Construction.

..... Detached garages, work shops, and barns may be constructed on the Lot prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, the construction of the main dwelling must begin within two (2) years of completion of any non residential buildings. ....

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**"Construction - Failure To Timely Complete"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 100.00**

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH  
States:

ARTICLE III Section 3.01 Single Family Residential Construction.

..... Any building, structure or improvement commenced on any tract shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date. ....

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**"Construction – Fences – Wire Facing Steet"**

**Initial Fine – First Month \$ 200.00**  
**Subsequent Monthly Fine \$ 100.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
States:

**ARTICLE III Section 3.08 Walls and Fences.**

"..... All fences and walls which face any street will be constructed of ornamental iron, wood, synthetic simulated wood or masonry. All other fences may be constructed of wire, provided, however, no electric or temporary fences shall be allowed."

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**"Construction – Temporary Structures"**

**Initial Fine – First Month \$ 200.00**  
**Subsequent Monthly Fine \$ 100.00**

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH  
States:

ARTICLE III Section 3.05 Use of Temporary Structures.

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

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**"General – Garbage and Trash Accumulation"**

**Initial Fine – First Month \$ 150.00**  
**Subsequent Monthly Fine \$ 100.00**

**The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.10 Garbage and Trash Disposal**

Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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**"General – Junked Motor Vehicles"**

**Initial Fine – First Month \$ 200.00**  
**Subsequent Monthly Fine \$ 100.00**

**The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.11 Junked Motor Vehicles Prohibited.**

No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. 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 Architectural Control Committee.

Initial Effective Date

3/29/07

Current Revision Date

**"General – Motorized Vehicles On Easements"****Fine Per Occurrence \$ 75.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE II Section 2.05 Use of Easements by Owners**

"..... No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on said easement, except equipment necessary for the construction, maintenance and repair of said easements shall be permitted. .... "

Initial Effective Date

3/29/07

Current Revision Date

**"General – Natural Vegetation Easement"**

**Initial Fine – First Month \$ 150.00**  
**Subsequent Monthly Fine \$ 100.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
States:

ARTICLE II Section 2.09 Natural Vegetation Easement.

There shall be a natural vegetation easement area twenty-five (25') feet in width along the lot boundary line adjoining the right-of-way for State Highway 242 on Lots 1-7 and Lot 59 in Block 1 of the Subdivision. No buildings, structures or other improvements shall be constructed within said easement and the area within said easement shall be left in natural vegetation.

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**"General – Offensive Activities, Nuisance, & Annoyance"**

**Initial Fine – First Month \$ 250.00**  
**Subsequent Monthly Fine \$ 100.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.09 Prohibition of Offensive Activities.**

Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything offensive be done in the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Initial Effective Date

3/29/07

Current Revision Date

**"Lot Use – Commercial Purposes"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 250.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.01 Single Family Residential Construction.**

"..... and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office provided there are no signs or more than three customers or clients per day visiting the Lot. "

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**"Lot Use – Garage Apartments"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 250.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

ARTICLE III Section 3.01 Single Family Residential Construction.

".... As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, or manufactured homes being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses...."

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**"Lot Use – RV Trailer or Camper During Construction"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 100.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
States:

**ARTICLE III Section 3.01 Single Family Residential Construction.**

"..... (ii) A camper or recreation vehicle may be used for living quarters on the property only during the period of construction of the permanent dwelling, and then, for a period not to exceed one (1) year. ...."

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**"Lot Use – RV Trailers, Mobile Homes, & Similar"**

**Initial Fine – First Month \$ 500.00**  
**Subsequent Monthly Fine \$ 100.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.01 Single Family Residential Construction.**

"..... As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, or manufactured homes being placed on said Lots, ....."

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**"Maintenance – Exterior Disrepair"**

**Initial Fine – First Month \$ 200.00**  
**Subsequent Monthly Fine \$ 100.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.17 Exterior Maintenance of Building**

In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, may enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent. All monies so owed the Association will be added to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly maintenance charge payment.

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**"Maintenance – Failure to Maintain Lot"**

**Initial Fine – First Month \$ 100.00**  
**Subsequent Monthly Fine \$ 100.00**

**The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.16 Lot Maintenance**

All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass in cleared open yard areas on said Lot cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (in cleared open yard areas outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

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**"Maintenance – Hazardous Waste"****Initial Fine – First Month \$ 250.00****Subsequent Monthly Fine \$ 100.00****The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:****ARTICLE III Section 3.18 Hazardous Waste**

No Lot in the Subdivision shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept upon any Lot except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the Subdivision or any Lot therein, and all activities on all Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601, The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 *et seq.*, or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, The Clean Act, 42 U.S.C. §§7401 *et seq.*, and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Initial Effective Date

3/29/07

Current Revision Date

**"Maintenance – Repair of Drives or Utility Easement"****Initial Fine – First Month \$ 100.00****Subsequent Monthly Fine \$ 75.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
States:

**ARTICLE II Section 2.04 Utility Easements**

"..... The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements."

Initial Effective Date

3/29/07

Current Revision Date

**"Maintenance – Storage of Equipment"**

**Initial Fine – First Month \$ 100.00**  
**Subsequent Monthly Fine \$ 100.00**

**The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.16 Lot Maintenance**

"All Lots, at Owner's sole cost and expense..... shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted..... All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. ...."

**The Stonecrest Ranch POA Interpretation and Enforcement of the Above Statements:**

..... "and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted....." and "All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property."

**Is Specifically Meant To Include:**

Lawn Equipment – yard, farm, industrial  
Trailers – car, horse, utility, and equipment  
Recreational Vehicles – buses, motor homes, travel trailers, pop-up campers, boats, and similar passenger or non-passenger type vehicles.

**"Screened or Conceal" Specifically Means:**

Kept from being seen. To be hidden.

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**"Signs - Display Without ACC Approval"****Initial Fine – First Month \$ 100.00****Subsequent Monthly Fine \$ 75.00**

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREST RANCH**  
**States:**

**ARTICLE III Section 3.12 Signs**

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except one (1) sign not more than forty-eight inches (48") square, advertising an Owner's Lot for sale or rent. Provided, however, any Builder may maintain reasonable signs on Lots for the sale of new homes constructed by said Builder. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Initial Effective Date

3/29/07

Current Revision Date

Angela Augustine  
Signature of President

Ret: PO Box 8338  
The Woodlands, TX  
77387

Angela Augustine, President  
Printed Name and Title

THE STATE OF Texas  
COUNTY OF Montgomery

Before me, a notary public, on this day personally appeared  
Angela Augustine, known to me to be the person whose name is  
subscribed to the foregoing document and, being by me first duly sworn, declared that the  
information therein contained is true and correct.

Given under my hand and seal of office this 23 day of April,  
2007.



Tracy Lynn Chrestman  
Notary Public Signature  
Tracy Lynn Chrestman  
Notary Public Printed or Typed Name

My commission expires: 9-16-08

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in  
File Number Sequence on the date and at the time  
stamped herein by me and was duly RECORDED in  
the Official Public Records of Real Property at  
Montgomery County, Texas.

APR 23 2007

FILED FOR RECORD

07 APR 23 AM 11:18

Mark Timball  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS



Mark Timball  
County Clerk  
Montgomery County, Texas

Initial Effective Date

3/29/07

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