

DOC #2018079695

CORPORATE CERTIFICATE
STONECREST RANCH PROPERTY OWNERS' ASSOCIATION

The undersigned certifies that he is the Attorney for STONECREST RANCH PROPERTY OWNERS' ASSOCIATION (the "Association"). The Association is the property owners' association for Stonecrest Ranch, Section One, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas nonprofit corporation, and attached to this certificate is a true and correct copy of the FINE SCHEDULE.

Signed this 26th day of July, 2018.

STONECREST RANCH PROPERTY OWNERS' ASSOCIATION



BRYAN P. FOWLER, Attorney

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

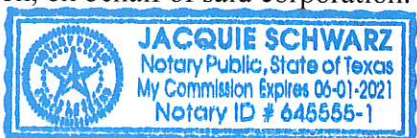
SWORN TO AND SUBSCRIBED BEFORE ME on the 26th day of July, 2018, by BRYAN P. FOWLER, Attorney for STONECREST RANCH PROPERTY OWNERS' ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 26th day of July, 2018, by BRYAN P. FOWLER, Attorney for STONECREST RANCH PROPERTY OWNERS' ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



Notary Public - State of Texas

AFTER RECORDING RETURN TO:
BRYAN P. FOWLER
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**FINE SCHEDULE OF
STONECREST RANCH PROPERTY OWNERS ASSOCIATION**

WHEREAS, the property affected by this Fine Schedule is subject to that certain Declaration of Covenants, Conditions and Restrictions for Stonecrest Ranch, recorded under Clerk's File No. 96-56512 (the "Declaration"); and

WHEREAS, pursuant to the authority vested in STONECREST RANCH PROPERTY OWNERS ASSOCIATION (the "Association") under Section 8.9 of the Declaration 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 Section 8.9 of the Declaration, 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 the Declaration; and

WHEREAS, the Association desires, pursuant to the authority set out in the Declaration, and as set out in Chapter 204.010 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 the Declaration.

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

RESOLVED by the Board of Directors of STONECREST RANCH PROPERTY OWNERS ASSOCIATION, that the following Fine Schedule be adopted.

FINE SCHEDULE

1. 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 the Act or any other applicable law, such provision shall be automatically 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 Declaration.

2. **Policy.** The Association uses fines to discourage violations of the Declaration, Bylaws, and rules and regulations of the Association (collectively the "Documents"), and to encourage compliance when a violation occurs - not to 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.
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, pursuant to its discretion. Before levying a fine, the Association will provide the Owner a written violation notice, by certified mail, return receipt requested, 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 mailed; (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 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, 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.
5. **Uncurable Violations.** A violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The Association may fine for uncurable violations without providing a reasonable time period to cure the violation, as set out in the notice required in paragraph 4 above.

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, the Association must hold a hearing. The Association must provide the Owner with at least ten (10) days notice 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 fine and/or other action, if any, imposed. A copy of the violation notice 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 actually present, the notice requirement 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.

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.

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 EXHIBIT "A" for 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 in light of 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 may otherwise be entitled, including, without limitation, the filing

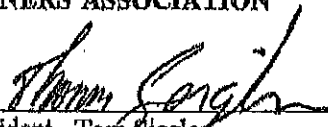
of an Affidavit of Non-Compliance in the Official Public Records of Montgomery County, Texas, and/or the initiation of legal proceedings seeking injunctive relief and/or damages, attorneys fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board.

This policy was duly adopted by the Board of Directors of STONECREST RANCH PROPERTY OWNERS ASSOCIATION, on this the 26th day of July, 2018. This Fine Schedule is effective upon recordation in the Official Public Records of Montgomery 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 Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

The Board of Directors hereby approves and authorizes the Fine Schedule. Signed on this 25 day of July, 2018.

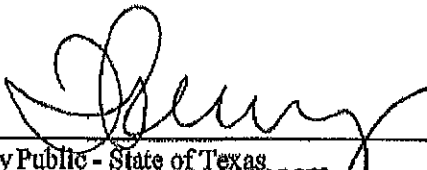
STONECREST RANCH PROPERTY
OWNERS ASSOCIATION



President - Tom Siegler

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Sworn to and subscribed to before me on the 25th day of July, 2018, by Tom Siegler, President of STONECREST RANCH PROPERTY OWNERS' ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.




Notary Public - State of Texas


EXHIBIT "A"**Summary List of Fines**

Page #	Description of Violation	Initial Fine First Month	Subsequent Monthly Fine
2	Animals - General - Non-Compliance	\$ 250.00	\$100.00
3	Animals - Specific - Exceeding Horse Capacity	\$ 250.00	\$100.00
4	Animals - Specific - Uncontained or Uncontrolled Pets	\$ 75.00	n/a
5	Construction - Commencing Without ACC Approval	\$ 500.00	\$100.00
6	Construction - Demolition or Destruction Without ACC Approval	\$ 500.00	\$ 100.00
7	Construction - Failure to Timely Commence	\$ 500.00	\$ 100.00
8	Construction - Failure to Timely Complete	\$ 500.00	\$100.00
9	Construction - Fences - Wire Facing Street	\$ 200.00	\$100.00
10	Construction - Temporary Structures	\$ 200.00	\$100.00
11	General - Garbage and Trash Accumulation	\$150.00	\$100.00
12	General - Junked Motor Vehicles	\$ 200.00	\$ 125.00
13	General - Motorized Vehicles On Basements	\$ 75.00	n/a
14	General - Natural Vegetation Easement	\$150.00	\$100.00
15	General - Offensive Activities, Nuisance, & Annoyance	\$ 250.00	\$100.00
16	Lot Use - Commercial Purposes	\$ 500.00	\$ 250.00
17	Lot Use - Garage Apartments	\$ 500.00	\$ 250.00
18	Lot Use - RV Trailer or Camper During Construction	\$ 500.00	\$ 100.00
19	Lot Use - RV Trailers, Mobile Homes, & Similar	\$ 500.00	\$100.00
20	Maintenance - Exterior Disrepair	\$ 200.00	\$100.00
21	Maintenance - Failure to Maintain Lot	\$100.00	\$100.00
22	Maintenance - Hazardous Waste	\$250.00	\$100.00
23	Maintenance - Repair of Drives or Utility Basement	\$100.00	\$75.00
24	Maintenance - Storage of Equipment	\$100.00	\$100.00
25	Signs - Display Without ACC Approval	\$100.00	\$ 75.00
	Other Violation not specified above	\$100.00	\$75.00
	Uncurable violation	\$100.00	N/A

“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.

Initial Effective Date 3/29/07

Current Revision Date

"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.....

Initial Effective Date 3/29/07

Current Revision Date

"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

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 - 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.

Initial Effective Date 3/29/07

Current Revision Date

"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.

Initial Effective Date 3/29/07

Current Revision Date

"Construction - Fences - Wire Facing Street"

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."

Initial Effective Date 3/29/07

Current Revision Date

"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 permanentlyn

Initial Effective Date 3/29/07

Current Revision Date

"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.

Initial Effective Date 3/29/07

Current Revision Date

"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.

Initial Effective Date 3/29/07

Current Revision Date

"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.
"

Initial Effective Date 3/29/07

Current Revision Date

"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...."

Initial Effective Date 3/29/07

Current Revision Date

"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."

Initial Effective Date 3/29/07

Current Revision Date

"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,"

Initial Effective Date 3/29/07

Current Revision Date

"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.

Initial Effective Date 3/29/07

Current Revision Date

"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.

Initial Effective Date 3/29/07

Current Revision Date

"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 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 be not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 gf =., The Clean Act, 42 U.S.C. §§7401 eKeg., 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.

Initial Effective Date 3/29/07

Current Revision Date

"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:

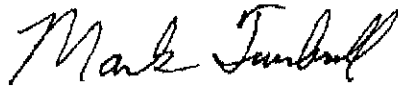
ARTICLE III Section 3.12 Signs

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

FILED FOR RECORD
08/16/2018 02:18PM

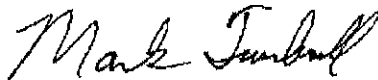


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

08/16/2018



County Clerk
Montgomery County, Texas