

ADDITIONAL DEDICATORY INSTRUMENT
for
ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:

"My name is Christopher J. Archambault, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the attorney for ELLA CROSSING HOMEOWNERS ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original, official documents from the Association's files, which are kept in the normal course of business, by the custodian of records.

1. Animal Policy;
2. Trash Policy;
3. Parking and Towing Policy;
4. Guidelines for Residential Leases and Rental Agreements;
5. Fence Maintenance Policy;
6. Fining Policy

Dated this 7th day of June, 2025.

ELLA CROSSING HOMEOWNERS
ASSOCIATION, INC.

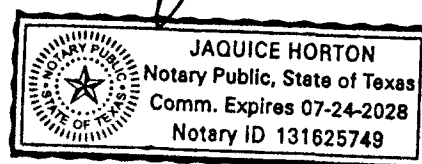
By: 

Name: Christopher J. Archambault
Attorney for ELLA CROSSING
HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 7th day of June, 2025, by the said Christopher J. Archambault, Attorney for Ella Crossing Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas



RP-2025-209528

**ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.
ANIMAL POLICY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the ELLA CROSSING HOMEOWNERS ASSOCIATION, INC., (the "Association" or "HOA") is the governing body that manages and regulates the subdivision known as Ella Crossing (the "Subdivision");

WHEREAS, the Subdivision is subject to the Association's governing documents, including the Association's Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), recorded in the Harris County Real Property Records, as the same may be amended;

WHEREAS, pursuant to Texas Property Code Section 204.010(a)(18) the Association, acting through its Board of Directors, has the authority to modify the guidelines as the needs of the subdivision change;

WHEREAS, pursuant to the authority vested in the Association by the Declaration and Bylaws, and as required by the Texas Property Code, the following Animal Policy shall be effective upon recording in the Harris County Real Property Records;

WHEREAS, Section 9.03 of the Association's Declaration provides the express authority to the Board of Directors to initiate fines and Section 10.04 expressly regulates animals within the Ella Crossing Subdivision;

NOW THEREFORE, the following Animal Policy is hereby adopted and shall be effective upon the recordation in the Harris County Real Property Records;

ANIMAL POLICY

- I. General Pet Ownership Limits
 - a. Animal Limit Per Household:
 - i. A maximum of 3 to 4 animals (dogs, cats, or a combination) per household is permitted.
- II. Pet Behavior and Supervision
 - a. Leash Requirement:
 - i. All pets must be on a leash when outside the dwelling.
 - b. Proper Containment:

1. Pet owners must ensure animals are **securely contained to prevent:**
 2. Escaping or running loose.
 3. Biting or harming residents, guests, or other animals.
 4. Excessive barking or disruptive noise.
 5. Any behavior that endangers the welfare of residents or their guests.
- c. **Clean-Up Responsibility:**
- i. Pet owners are required to promptly pick up and properly dispose of pet waste in designated areas or waste receptacles.

III. **Identification and Registration**

- a. **Animal Registration:**
- i. All pets must be registered with the appropriate local animal authority (e.g., city or county).
- b. **Identification Tags:**
- i. Pets must wear tags at all times with the following information:
 1. Pet's name;
 2. Owner's name; and
 3. Owner's address.

IV. **Restricted Areas and Prohibited Zones**

- a. **Restricted Zones:**
- i. Pets are not allowed in prohibited areas, including:
 1. Playgrounds;
 2. Community pools;
 3. Other designated no-pet zones as outlined by the HOA after proper notice is provided and signage is posted.

V. **Dangerous Dogs**

- a. For the purposes of this policy, a Dangerous Dog is defined as any dog that meets one or more of the following criteria:
- i. **Aggressive Behavior History:**
 1. Has attacked or attempted to attack a person or another animal unprovoked, causing injury or posing a significant threat.
 2. Exhibits behavior that a reasonable person would consider threatening, such as growling, snapping, or lunging, especially without provocation.
 - ii. **Breed-Specific Criteria (if applicable):**
 1. Certain breeds may be considered inherently dangerous based on documented patterns of behavior or historical data, such as:
 - a. Pit Bull Terriers;
 - b. Rottweilers;
 - c. Doberman Pinschers; or
 - d. Any mixed breed with dominant traits of the above.
 - iii. **Previous Legal Designation:**

1. Any dog formally designated as dangerous by a court, animal control authority, or similar governing body.
- iv. Training or Conditioning:
 1. Dogs trained for fighting or aggressive protection (beyond typical guard duties) that exhibit heightened aggression.
- v. Restrictions on Dangerous Dogs
 1. Owners of dogs identified as dangerous are subject to the following restrictions to ensure public safety.
- vi. Registration and Notification:
 1. All dangerous dogs must be registered with the local animal control authority. Owners must notify authorities and community management of the dog's presence.
- vii. Confinement:
 1. Dangerous dogs must be confined to a secure enclosure that prevents escape and protects the public. The enclosure must meet specified safety standards (e.g., height, locking mechanisms).
- viii. Leash and Muzzle Requirements
 1. When outside the secure enclosure, the dog must be on a leash no longer than 4 feet and muzzled at all times.
- ix. Insurance:
 1. Owners may be required to carry liability insurance to cover damages in the event of an incident involving the dog.
- x. Signage:
 1. Owners must display warning signs at all entry points to their property indicating the presence of a dangerous dog.
- xi. Exemptions
 1. Dogs acting to protect their owner or property in response to a clear threat are exempt from dangerous dog classification, provided such incidents are isolated and justified.
- xii. Enforcement and Penalties
 1. Failure to comply with this policy may result in fines, mandatory removal of the dog, or legal action. Repeat violations may lead to escalated enforcement measures, including but not limited to litigation.
- b. Escalation of Penalties
 1. Repeated Non-Compliance
 - a. Residents who accumulate more than three violations within a calendar year may face additional penalties, including:
 - b. Mandatory community service related to pet care or education.
 2. Severe Incidents
 - a. Incidents involving severe injury to residents, guests, or other animals will be referred to local law enforcement, and fines may exceed the listed amounts based on the severity of the violation.
- c. Payment and Appeal Process

i. Payment Deadline

1. Fines must be paid within 30 days of issuance.

ii. Appeals

1. Pet owners may appeal fines by submitting a written request to the HOA within 15 days of receiving the notice. The HOA Board will review and respond within 10 business days.

d. Enforcement and Updates

i. Reporting Violations

1. Violations should be reported to the HOA for investigation. Complaints must include specific details and evidence (if available).

ii. Policy Updates

1. The HOA reserves the right to revise fine structures or penalty procedures to address new challenges and improve community well-being.

The Board adopts this Animal Policy for the benefit of the Association and instructs the undersigned to execute this Animal Policy and to affect their recording.

EXECUTED this 29th day of May, 2025.

ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.

By:

Roberta Guidry

Name:

Roberta Guidry

Position:

President

**ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.
TRASH POLICY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the ELLA CROSSING HOMEOWNERS ASSOCIATION, (the "*Association*" or "*HOA*") is the governing body that manages and regulates the subdivision known as Ella Crossing (the "*Subdivision*");

WHEREAS, the Subdivision is subject to the Association's governing documents, including the Association's Declaration of Covenants, Conditions, and Restrictions (the "*Declaration*"). recorded in the Harris County Real Property Records, as the same may be amended:

WHEREAS, pursuant to Texas Property Code Section 204.010(a)(18) the Association, acting through its Board of Directors, has the authority to modify the guidelines as the needs of the subdivision change;

WHEREAS, pursuant to Texas Property Code Section 204.010(a)(6), the Association, acting through its Board of Directors, has the authority to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision;

WHEREAS, pursuant to the authority vested in the Association by the Declaration and Bylaws, and as required by the Texas Property Code, the following Trash Policy shall be effective upon recording in the Harris County Real Property Records;

WHEREAS, Section 9.03 of the Association's Declaration provides the express authority to the Board of Directors to initiate fines and Section 10.05 expressly regulates trash within the Ella Crossing Subdivision;

NOW THEREFORE, the following Trash Policy is hereby adopted and shall be effective upon the recordation in the Harris County Real Property Records:

TRASH POLICY

I. General Trash Disposal Requirements

a. Mandatory Trash Services:

- i. Participation in regular trash collection services is mandatory for all residents and tenants.**

b. Proper Trash Disposal:

- i. Trash must be placed in designated bins or bags for collection on the scheduled trash day.
 - ii. Overflowing bins or improperly secured trash that results in littering are not permitted.
- c. Trash Storage:
 - i. Bins must be stored out of sight (e.g., behind fences or in garages or an approved Receptacle), except on collection days.
 - ii. Trash must not be stored:
 - 1. On the side of the home;
 - 2. On the driveway; or
 - 3. Scattered on the yard.

II. Move-Out Trash Management

a. Move-Out Guidelines:

- i. Move-outs must be scheduled on trash collection days to ensure all trash is removed promptly.
- ii. Residents must arrange for additional trash services if regular collection cannot accommodate the amount of trash

III. Bulk Trash and Special Items

a. Bulk Trash Pickup:

- i. Residents must arrange special pickup services for bulk items (e.g., furniture and appliances) in advance.

b. Hazardous Materials:

- i. Hazardous materials (e.g., paint, batteries, chemicals) must not be placed in regular trash bins.

IV. Enforcement and Monitoring

- a. The Board of Directors, by their sole and absolute discretion, will issue fines for violating this policy, as determined by the Fining Policy recorded in the Real Property Records of Harris County.
- b. Fine Schedule:
 - i. All fines for violations of the trash policy will accrue daily until the issue is resolved.
- c. HOA Inspections:
 - i. The HOA will conduct regular inspections to ensure compliance with the trash policy.
- d. Resident Reporting:
 - i. Residents are encouraged to report violations to the HOA for investigation and enforcement.
- e. The Association's enforcement remedies are cumulative and the election to pursue any remedy does not prevent the Association from pursuing additional remedies.

The Board adopts this Trash Policy for the benefit of the Association and instructs the undersigned to execute this Trash Policy and to affect their recording.

EXECUTED this 29th day of May, 2025.

ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.

Roberta Guidry

By:

Roberta Guidry

Name:

Position: President

**ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.
PARKING AND TOWING POLICY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the ELLA CROSSING HOMEOWNERS ASSOCIATION, (the “*Association*” or “*HOA*”) is the governing body that manages and regulates the subdivision known as Ella Crossing (the “*Subdivision*”);

WHEREAS, the Subdivision is subject to the Association’s governing documents, including the Association’s Declaration of Covenants, Conditions, and Restrictions (the “*Declaration*”), recorded in the Harris County Real Property Records, as the same may be amended;

WHEREAS, pursuant to Texas Property Code Section 204.010(a)(18) the Association, acting through its Board of Directors, has the authority to modify the guidelines as the needs of the subdivision change;

WHEREAS, the Board desires to adopt a new Parking and Towing Policy to establish orderly procedures and rules for the parking and towing of unauthorized vehicles within the Ella Crossing subdivision.

WHEREAS, pursuant to the authority vested in the Association by the Declaration and Bylaws, including Section 10.11, and as required by the Texas Property Code, the following Parking and Towing Policy shall be effective upon recording in the Harris County Real Property Records;

NOW THEREFORE, the following Parking and Towing Policy is hereby adopted and shall be effective upon the recordation in the Harris County Real Property Records:

PARKING AND TOWING POLICY

- I. **General Vehicle Ownership and Parking Limits**
 - a. **Vehicle Limit Per Household:**
 - i. A maximum of 4 vehicles per home is permitted with the understanding that you will have two in the driveway and two in the garage.
 - b. **Prohibition of Abandoned Vehicles:**
 - i. Abandoned vehicles are strictly prohibited.
 - ii. An abandoned vehicle includes:
 1. Any vehicle left unmoved or unused for 30 days or more without prior approval from the HOA; or,

2. Any vehicle without valid registration or inspection stickers.

- c. Parking on Grass:
 - i. Parking on grass or landscaped areas is strictly prohibited to preserve the community's aesthetics and prevent property damage.
- d. Street Parking:
 - i. Long-term street parking is discouraged to maintain safety and ease of access for emergency vehicles.
 - ii. Vehicles may not block driveways, mailboxes, fire hydrants, or impede traffic flow.
- e. Commercial Vehicles:
 - i. Long-term parking of 18-wheelers and tow trucks is strictly prohibited in the community. These vehicles are subject to county regulations, allowing a maximum parking duration of two hours and must not obstruct or impede the flow of traffic.
 - ii. Additionally, work vehicles that cannot be parked in driveways without blocking the sidewalk are not permitted within the community for overnight parking. All vehicles that are prohibited must be removed between the hours of 10 pm to 6 am.

II. General Violations and Fines

- a. Fines are listed in the fining policy for the following violations:
- b. Exceeding Vehicle Limit Per Household
- c. Abandoned Vehicles
- d. Parking on Grass or Landscaped Areas
- e. Street Parking Violations
 - i. Includes blocking driveways, mailboxes, fire hydrants, or impeding traffic flow.
- f. Prohibited Commercial Vehicle Parking (18-Wheelers, Tow Trucks, Work Vehicles)
- g. Overnight Parking of Prohibited Vehicles (10 PM - 6 AM)
- h. Excessive Street Driving, Racing, and Noise/Nuisance Violations
 - i. Excessive Street Driving or Racing
 - ii. Extreme Noise or Public Nuisance (e.g., revving engines, loud music)

III. Fining Process

- a. The Board of Directors, by their sole and absolute discretion, will issue fines for violating this policy, as determined by the Fining Policy recorded in the Real Property Records of Harris County.
- b. Notice of Violation
 - i. Violations will be documented, and a written notice will be issued to the resident, detailing the infraction and applicable fine.
- c. Payment of Fines
 - i. Fines must be paid within 30 days of receipt of the notice. Failure to pay may result in additional penalties, including interest charges or legal action.
- d. Appeals

- i. Residents may appeal fines by submitting a written request to the HCA within 15 days of receiving the notice. Appeals will be reviewed, and a decision will be provided within 10 business days.
- e. Escalation for Repeated Violations
 - i. Residents with more than three violations in a calendar year may face additional consequences, including suspension of community privileges or legal proceedings.
- f. Towing and Removal
 - i. Vehicles in violation may be towed at the owner's expense after notice and applicable waiting periods, per local regulations.

[SIGNATURE PAGE TO FOLLOW]

The Board adopts this Parking and Towing Policy for the benefit of the Association and instructs the undersigned to execute this Parking and Towing Policy and to affect their recording.

EXECUTED this 29th day of May, 2025.

ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.

By: Roberta Guidry

Name: Roberta Guidry

Position: President

**ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RESIDENTIAL LEASES
AND RENTAL AGREEMENTS**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF HARRIS §

WHEREAS, the ELLA CROSSING HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Section 209.016 of the Texas Property Code was amended by the 87th Texas Legislature dealing with the regulation of residential leases or rental agreements; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the residential plan and harmony of the community, and to provide clear and definitive guidance regarding residential leases and rental agreements, it is appropriate for the Association to adopt guidelines regarding residential leases and rental agreements within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Residential Leases and Rental Agreements* within the community:

Guidelines for Residential Leases and Rental Agreements

1. Information Required to be Submitted to Association.

In accordance with Texas Property Code Section 209.016(e), all owners renting their properties must submit the following information in writing to the association regarding their lease or rental applicants within ten (10) days of a lease being signed:

- a. contact information for each tenant including:
 1. name,
 2. mailing address,
 3. phone number, and
 4. e-mail address of each person who will reside at a property in the subdivision under a lease.
- b. the commencement date and term of the lease.
- c. Landlord's current physical mailing address and phone number.

2. Information that Must be Submitted Upon Request to the Association.

In accordance with Texas Property Code Section 209.016(e), the Association reserves the right to request tenant information from the owner(s). The Association will make such requests only when probable cause exists, supported by documented violations,

repeated complaints from multiple sources, observed noncompliance with Governing Documents, or concerns related to community safety and property maintenance. Any request for tenant information will be accompanied by written notice detailing the specific reason for the request along with supporting evidence. Property owners shall submit the required information below within (10) days from the date of the notice.

- a. Contact information for each tenant including:
 - i. Name;
 - ii. Mailing Address;
 - iii. Phone number; and
 - iv. E-mail address of each person who reside(s) at the property in the subdivision under the lease.
- b. The commencement date and term of the lease.

3. Definitions.

- a. "Renter" or "Tenant" may be used interchangeably and shall mean any person or persons who may occupy a residence under contract for the purpose of occupying the premises as a residence regardless of the term of contract. Renters shall be subject to "Single Family" definition.
- b. "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. Leasing includes, but is not limited to, short-term or vacation rentals, temporary housing, transient housing, or retreat lodging.
- c. "Landlord" or "Owner" may be used interchangeably and shall mean an owner with title to a residence who rents or leases his or her property. This same term may also apply to an owner's relative living in the home who leases the property.
- d. "Residence", "Property", "Properties" or "Premises" may be used interchangeably and shall mean the single-family residence or lot which is being rented.
- e. "Governing Documents" shall collectively mean the Association's Declarations, By-Laws, Rules and Regulations, ACA Guidelines, Board Policies, etc.
- f. "Single-Family" shall mean a husband and wife, two parents/partners, or an individual, with or without children or grandchildren (natural, adopted, or foster), Mother and/or Father, Mother-in-law and/or Father-in-law or the Legal Guardians of such children, etc.
- g. "Owner" or "Owners" shall mean the individual(s), entity/ entities, or legal titleholder(s) of a residence within the Association's jurisdiction. Owners are responsible for ensuring compliance with all Governing Documents, including but not limited to leasing regulations, tenant conduct, and property maintenance.

4. Terms and Conditions.

- a. Written Lease. All leases for property should be in writing and provide that:

- i. such lease is specifically subject to the provisions of the Association's Governing Documents;
 - ii. any failure of the Tenant to comply with the terms of the Governing Documents may be deemed to be a default under such lease;
 - iii. Tenant should use the Premises solely as a personal residence for single-family purposes only;
 - iv. the Premises should be occupied only by members of the Tenant's immediate family and others whose names are specified in the Lease Agreement. The Lease should be signed by all adult occupants of the premises.
 - v. Tenant acknowledges receipt of a copy of or on-line access to the Governing Documents from Landlord and agrees to abide by all such documents.
- b. Single Family Purpose Rentals Only. Per the Association's governing documents, the property is to be used for single family purposes only.
- c. Copy of Association Documents to Tenant: The Landlord should provide the Tenant with copies of the Declarations and all other Governing Documents and rules & regulations prior to the Tenant occupying the premises.
- d. Information Landlord Must Submit to Association: As stated above in Section 1, Landlord must provide the following information to the association regarding their lease or rental applicants within ten (10) days of signing the lease: 1) name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease, 2) the start and end date the lease, 3) landlord's current mailing address.
- e. Subleases and Assignments. Landlord must update all Tenant contact information with the Association should the Lease be subleased or assigned and provide immediately if required or upon request.

5. Violations.

- a. The Owner (Landlord) is responsible for ensuring compliance with all of the Association's Governing Documents.
- b. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.
- c. This Policy, all Governing Documents, and any additional Association Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

6. Failure to Cure Violations.

- a. In accordance with Texas Property Code Section 204.010(a), the Association may request that the owner obtain a professional property management company if there is repeated failure to maintain the home in accordance with the Governing Documents. The management company must be a licensed entity located within the state of Texas and responsible for ensuring compliance with maintenance and leasing requirements. The owner must

provide the Association with the management company's contact information within ten (15) days of the request. Under reasonable circumstances the owner may request an extension not exceeding 30 days for providing requested information to the association.

- b. A failure to cure violations shall be determined by, but not limited to, the following criteria:
- i. Chronic Non-Compliance – The property has received three (3) or more documented violations within a six (6) month period for the same or similar infractions, and the violations remain unresolved beyond the specified cure period.
 - ii. Failure to Remedy Property Deficiencies – The owner has not remedied a documented maintenance issue (e.g., landscaping, exterior repairs, structural hazards, fencing, or trash accumulation) within the compliance timeline provided in violation notices.
 - iii. Health & Safety Concerns – The property poses a public nuisance or health hazard, including but not limited to: pest infestations, excessive mold or structural decay, unsecured pools, or abandoned vehicles.
 - iv. Repeated Tenant Misconduct – If tenants have received multiple infractions related to excessive noise, unauthorized occupants, improper trash disposal, or failure to adhere to community standards, and the owner has not taken corrective action.
 - v. Failure to Respond to Notices – The owner has failed to acknowledge, respond to, or take action on multiple Association communications regarding non-compliance within the designated response periods.
 - vi. Legal or Municipal Citations – The property has been issued formal citations by local authorities (e.g., code enforcement, health department) that remain unresolved beyond the deadline for correction.

The Association reserves the right to evaluate each case based on documented violations and property conditions before requesting that the owner secure a management company. Owners may appeal the request in writing within ten (10) days of notification, providing evidence of compliance or a corrective action plan.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for residential leases and rental agreements outlined herein which may have previously been in effect. Except as affected by Section 209.016 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 29th day of May 2025.

[Signature Page to Follow]

ELLA CROSSING HOMEOWNERS
ASSOCIATION, INC.

Signed: Roberta Guidry
Name: Roberta Guidry
Position: President

RP-2025-209528

**ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.
FENCE MAINTENANCE POLICY**

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the ELLA CROSSING HOMEOWNERS ASSOCIATION, INC. ("*Association*") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "*Declarations*"); and

WHEREAS, a lack of clarity exists about fencing within the Association, with specific consideration to fence maintenance, ownership, location, and material; and

WHEREAS, the Association aims to provide clarity on the responsibilities and obligations related to fence maintenance within the Ella Crossing community by establishing a policy that seeks to promote a well-maintained and aesthetically pleasing environment for all residents; and

WHEREAS, Section 202.023(b)(2) of the Texas Property Code allows for a Property Owners Association to regulate the type of fencing that a property Owner may install and Section 10.26 of the Declarations; and

WHEREAS, the Board of Directors of the Association ("*Board*") has determined that in connection with maintaining the use and appearance of the Subdivision, and specifically, to provide clear and definitive guidance regarding the maintenance of fences within the community, it is appropriate for the Association to adopt the following policy.

NOW, THEREFORE, the following *Fence Maintenance Policy* is hereby adopted by the Board and shall be effective upon the recordation in the Harris County Real Property Records:

FENCE MAINTENANCE POLICY

1. Uniform Appearance

- 1.1 All fences within the community must maintain a uniform appearance to ensure aesthetic consistency and preserve property values.
- 1.2 Color: All fences must be stained or painted in the HOA-approved color. No variations in color are permitted without prior written approval from the Architectural Control Committee ("*ACC*").
- 1.3 Leveling: Fences must be properly leveled to create a clean, professional appearance along all property lines.

2. Maintenance Responsibilities: Homeowners are responsible for the regular maintenance and repair of their fences to keep them in good condition at all times. Fences must:

- 2.1 Be free of visible signs of wear and tear, such as rotting wood, warped panels, broken posts, leaning sections, or missing boards.
- 2.2 Be replaced every 5 to 7 years, or sooner if deterioration is visible or safety is compromised.
- 2.3 Be kept free of torn boards, visible patches, temporary fixes (such as zip ties, rope, or cords), or any unsightly or unsafe repairs.
- 2.4 Homeowners are encouraged to seek professional assistance from a reputable fence company when determining whether to power wash and stain versus replace a fence.
- 2.5 If power washing and staining do not sufficiently restore the fence to a uniform and acceptable appearance, the Board may determine that full or partial replacement is required. The Board shall make the ultimate decision based on all facts, visual inspections, and evidence presented.

3. Staining and Modification Approval Process

- 3.1 Any staining, painting, or modification of fences requires submission of a Property Improvement Request to the ACC.
- 3.2 Only HOA-approved stain colors and products may be used.
- 3.3 No murals, graffiti, or decorative painting is permitted on any fence facing streets, common areas, or neighboring properties.

4. Shared Fencing Responsibilities

- 4.1 When a fence separates two properties, both homeowners are jointly responsible for ensuring the fence is properly maintained and complies with HOA standards.
- 4.2 Fences bordering common areas are the responsibility of the homeowner unless otherwise specified in the governing documents.

5. Prohibited Attachments

- 5.1 Homeowners may not attach tarps, sheets, plastic coverings, or non-permanent materials to fences visible from the street, neighboring properties, or common areas.
- 5.2 Hanging items such as lights, decorations, or signage require prior ACC approval.

6. Inspections & Enforcement

- 6.1 The HOA reserves the right to conduct periodic inspections to ensure compliance with this policy.
- 6.2 Homeowners will receive written notice if their fence is found to be non-compliant.
- 6.3 Homeowners will have 30 days to correct the violation unless the condition poses an immediate safety hazard, in which case expedited timelines may apply.

7. Fining Policy for Non-Compliance

- 7.1 To ensure adherence to this fencing policy, the HOA may levy fines against homeowners who fail to comply after receiving written notice and an opportunity to cure the violation.
- 7.2 First Notice: Courtesy letter with a 30-day compliance period.
- 7.3 Second Notice: If the violation is not corrected within 30 days, a formal violation notice will be issued, providing an additional 15 days to remedy.
- 7.4 Third Notice: If the violation persists after the second notice period, a fine as prescribed in the Fining Policy, per day may be imposed until compliance is achieved.
- 7.5 Continued Non-Compliance: If the violation continues for more than 30 days after the fine begins, the HOA may initiate further enforcement actions, including legal action, suspension of community privileges, or forced correction at the homeowner's expense, with all associated costs billed to the homeowner's account.
- 7.6 All fines and enforcement actions will be conducted in accordance with the Texas Property Code, the HOA's governing documents, and the due process procedures outlined in the HOA's enforcement policy.

8. Appeals Process

- 8.1 Homeowners have the right to request a hearing before the HOA Board to appeal any fines or enforcement actions.
- 8.2 Requests for hearings must be submitted in writing within 10 days of receiving notice of fines or enforcement actions.
- 8.3 The Board's decision following the hearing will be final.

This Policy is effective upon recordation in the Public Records of Harris County, and supersede any policy or guidelines for Fence Maintenance outlined herein which may have previously been in effect. Except as affected by relevant provisions of the Texas Property Code and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 29th day of May 2025.

ELLA CROSSING HOMEOWNERS ASSOCIATION,
INC.

Signed: Roberta Guidry
Name: Roberta Guidry

Position: President

RP-2025-209528

**ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.
FINING POLICY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the Declaration of Restrictive Covenants & Shared Common Area Agreement for ELLA CROSSING HOMEOWNERS ASSOCIATION, INC., (the "*Association*") recorded in the Real Property Records of Harris County under Clerk's File No. 200916053 (the "*Declaration*"), together with any amendments thereto, subjects Ella Crossing Homeowners Association, Inc., a subdivision in Harris County, Texas (the "*Subdivision*"), to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, pursuant to Article 12.14, of the Association's Declaration, the Association has the authority to impose and collect assessments, including interest, penalties and other sums associated with the collection of assessments; and

WHEREAS, Article III and Section 9.03 of the Association's Declaration authorizes the Association's Board of Directors (the "*Board*") to adopt, amend, repeal and enforce rules and regulations, fines, levies, and enforcement provisions as may be deemed necessary or desirable with respect to the implementation of the Declaration; and

WHEREAS the Association deems it necessary and desirable to adopt a uniform schedule of fines so as to better serve the Association's purposes and to forward the Association's goals, including the goal of protecting property values in the Subdivision; and

WHEREAS such a uniform schedule of fines shall further serve the Association's purposes by ensuring a more uniform and consistent enforcement of restrictive covenants; and

WHEREAS this Policy represents Restrictive Covenants as those terms are defined by Texas Property Code § 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants; and

NOW THEREFORE, to give notice of the matters set forth herein, the undersigned, on behalf of the Association, does hereby certify that at least a majority of the directors of the Board were present and at least a majority of the directors of the Board present duly adopted a resolution to adopt the Fining Policy as set forth below, to be effective upon recordation of this document in the Real Property Records of Harris County, Texas.

FINING POLICY

1. **Terms:** The capitalized terms used in this Fining Policy shall have the same meaning as those terms defined in Article I of the Declaration, unless otherwise defined herein.

2. **Responsibility to Obey Governing Documents:** All Owners are responsible for assuring that the occupants of their residence and all their guests and invitees ("*Owner and Related Parties*") comply with the provisions of the Declaration, all Rules and Regulations and all other "Dedictory Instruments" of the Association as that term is defined by Section 202.001(1) of the Texas Property Code.
3. **Fine Enforcement and Collection:**
- a. The purpose of fines and other charges is to maintain an acceptable appearance and uniform condition of homes and lots within the community, which protects the property values of all Owners. The Board will impose fines and/or charges as needed to encourage proper maintenance of an Owner's property.
 - b. Fines and other charges will be assessed by the Board against an Owner's account for failure to comply with the community's Declaration.
 - c. The Board will give an Owner Notice of a violation and a reasonable period of time to cure any noted deficiency in accordance with the Fine Policy. Once the reasonable period of time to cure the violation has expired and no corrective action has occurred to eliminate the violation, the Board will assess a fine or other charge against the Owner's account.
 - d. Nothing stated here shall be construed to require fining prior to any lawsuit or to prohibit the Association from filing suit in order to enjoin or enforce violations in accordance with the Declaration, or any other rule, regulation, bylaw, applicable law or other governing document of the Subdivision.
 - e. Failure to pay fines or damages may subject the property owner to the collection procedures and legal remedies provided for in the Declaration.
 - f. Payment of fines and fees does not grant a variance for the violation. All violations must be corrected to come into compliance.
4. **Uncurable Violations:** In the event an Owner and Related Parties' violation of the Declaration is considered uncurable or a threat to public health or safety, no Notices will be provided. The Board shall have the authority to immediately impose a fine upon the Owner of the residence for each violation.
- a. Uncurable violations are those violations of the Declaration where the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Uncurable violations include, but are not limited to, shooting fireworks, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage including the removal or alteration of landscape, and holding an event prohibited by the Declaration.
 - b. A violation of the Declaration which constitutes a threat to public health or safety

are those violations that could materially affect the physical health or safety of an ordinary resident.

5. **Notice:** Fines will be assessed after the Association or its agent gives written Notice to the Owner by certified mail, return receipt requested. The Notice will:
 - a. describe the violation and state the amount of the proposed fine;
 - b. inform the Owner that he or she is allowed a reasonable period by a specified date to cure the violation and avoid the fine; provided, however, if 1) the Owner was given Notice and a reasonable opportunity to cure a similar violation within the preceding six (6) month period; or 2) the violation is incurable or poses a threat to public health or safety, the fine may be levied immediately without giving the Owner a reasonable time within which to cure the violation; and
 - c. inform the Owner that not later than the thirtieth (30th) day after the date of the Notice was mailed to the Owner, the Owner may request a hearing before the Board of Directors to contest the fine under Section 209.007 of the Texas Property Code.
6. **Deed Restriction Violation Hearings:** If an Owner requests a hearing in response to any Notice from the Association, and if said Owner is entitled to a hearing pursuant to Section 209.007 of the Texas Property Code, or its successor statute, or other applicable law, then the Association will conduct such hearing in accordance with the Texas Property Code.
 - a. The hearing shall be held not later than the 30th day after the Board receives the Owner's request for a hearing, and the Board shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.
 - b. Not later than 10 days before the hearing, the Association shall provide the Owner with a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide the packet to the Owner by the 10th day before the hearing, the Owner is entitled to an automatic 15-day postponement of the hearing.
 - c. During a hearing, a Board Member or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

7. **Schedule of Fines:**

The Fines described in the Fining Policy are as follows:

I. Animal related Fines General Violations

- a. Failure to comply with the Animal Policy will result in the following fines:
 - 1. First Offense: Written Warning.
 - 2. Second Offense: \$50 fine.
 - 3. Third and Subsequent Offenses within 6 months of previous fines relating to violations of the Animal Policy: \$100 fine per occurrence.
- b. Dangerous Dog Policy Violations
 - i. Violations related to the dangerous dog policy (e.g. failure to properly confine or muzzle a dangerous dog):
 - 1. First Offense: \$100 fine.
 - 2. Second Offense: \$250 fine and mandatory removal of the dog if deemed necessary by the Board of Directors.
- c. Unregistered Pets
 - i. Failure to register pets with the local authority or maintain proper identification tags will result in a \$50 fine per unregistered pet, per month they go unregistered.
- d. Daily Non-Compliance Fines
 - i. For ongoing violations (e.g. failure to secure a dangerous dog, or allowing animals in restricted zones):
 - 1. \$50 daily fine until compliance is achieved.

II. Trash Fines

- a. Fine for noncompliance relating to activating Mandatory Trash Service: \$10 per day for failure to maintain active trash services.
- b. Trash Storage:
 - ii. Bins must be stored out of sight (e.g., behind fences or in garages or an approved Receptacle), except on collection days.
 - 1. Fine for Non-Compliance:
 - a. \$25 per day for visible bins on non-collection days.
 - iii. Trash must not be stored:
 - 1. On the side of the home (\$25 fine per day).
 - 2. On the driveway (\$25 fine per day).
 - 3. Scattered on the yard (\$25 fine per day).
- e. Move-Out Trash Management
 - i. \$75 per day for leaving trash behind after moving out.
- f. Bulk Trash and Special Items
 - i. Bulk Trash
 - 1. Bulk items left curbside outside of designated collection times will result in a \$75 fine per day.

are those violations that could materially affect the physical health or safety of an ordinary resident.

5. **Notice:** Fines will be assessed after the Association or its agent gives written Notice to the Owner by certified mail, return receipt requested. The Notice will:

- a. describe the violation and state the amount of the proposed fine;
- b. inform the Owner that he or she is allowed a reasonable period by a specified date to cure the violation and avoid the fine; provided, however, if 1) the Owner was given Notice and a reasonable opportunity to cure a similar violation within the preceding six (6) month period; or 2) the violation is incurable or poses a threat to public health or safety, the fine may be levied immediately without giving the Owner a reasonable time within which to cure the violation; and
- c. inform the Owner that not later than the thirtieth (30th) day after the date of the Notice was mailed to the Owner, the Owner may request a hearing before the Board of Directors to contest the fine under Section 209.007 of the Texas Property Code.

6. **Deed Restriction Violation Hearings:** If an Owner requests a hearing in response to any Notice from the Association, and if said Owner is entitled to a hearing pursuant to Section 209.007 of the Texas Property Code, or its successor statute, or other applicable law, then the Association will conduct such hearing in accordance with the Texas Property Code.

- a. The hearing shall be held not later than the 30th day after the Board receives the Owner's request for a hearing, and the Board shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.
- b. Not later than 10 days before the hearing, the Association shall provide the Owner with a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide the packet to the Owner by the 10th day before the hearing, the Owner is entitled to an automatic 15-day postponement of the hearing.
- c. During a hearing, a Board Member or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

RP-2025-209528

ii. Hazardous Materials:

1. Residents must use appropriate disposal services for hazardous waste. Spills of hazardous materials will result in a \$75 fine per day or the amount necessary to remove the hazardous materials.

III. Leasing Fining Policy.

- a. The Board of Directors, by their sole and absolute discretion, will issue fines for violating this policy, as determined by the Fining Policy recorded in the Real Property Records of Harris County.
- b. The Fines described in the Fining Policy are as follows:
 - i. General Violations
 1. Failure to comply with the Residential Leasing and Rental Agreement Policy will result in the following fines:
 - a. First Offense: Written warning with 10 (ten) days to correct the issue.
 - b. Second Violation: \$100 fine per occurrence
 - c. Third Violation and Beyond: \$250 fine per occurrence and potential legal action.

IV. Parking and Towing General Violations and Fines

- c. Exceeding Vehicle Limit Per Household
 - iii. First Offense: Written warning.
 - iv. Second Offense: \$50 fine.
 - v. Third and Subsequent Offenses: \$100 fine per occurrence.
- d. Abandoned Vehicles
 - vi. First Offense: \$100 fine and a 14-day notice to remove the vehicle.
 - vii. Second Offense: \$200 fine and potential towing at the owner's expense.
- e. Parking on Grass or Landscaped Areas
 - viii. First Offense: \$50 fine.
 - ix. Second Offense: \$100 fine and potential landscaping repair charges.
- f. Street Parking Violations
 - x. Includes blocking driveways, mailboxes, fire hydrants, or impeding traffic flow:
 1. First Offense: \$50 fine.
 2. Second Offense: \$100 fine.
- g. Prohibited Commercial Vehicle Parking (18-Wheelers, Tow Trucks, Work Vehicles)
 - xi. First Offense: \$100 fine and mandatory removal within 24 hours.
 - xii. Second Offense: \$200 fine and vehicle subject to towing at the owner's expense.
- h. Overnight Parking of Prohibited Vehicles (10 PM - 6 AM)
 - xiii. First Offense: \$100 fine.
 - xiv. Second Offense: \$200 fine per night until resolved.

- i. Excessive Street Driving, Racing, and Noise/Nuisance Violations
 - xv. Excessive Street Driving or Racing
 - 1. First Offense: \$150 fine.
 - 2. Second Offense: \$300 fine and potential notification to local law enforcement.
 - xvi. Extreme Noise or Public Nuisance (e.g., revving engines, loud music)
 - 1. First Offense: \$75 fine.
 - 2. Second Offense: \$150 fine.
 - 3. Third and Subsequent Offenses: \$300 fine and potential legal action.
 - xvii. Fine for Non-Compliance:
 - 1. \$10 per day for failure to maintain active trash services.

V. **Fence Violations**

- g. First Notice: Courtesy letter with a 30-day compliance period.
- h. Second Notice: If the violation is not corrected within 30 days, a formal violation notice will be issued, providing an additional 15 days to remedy.
- i. Third Notice: If the violation persists after the second notice period, a fine of \$50 per day may be imposed until compliance is achieved.

The Association reserves the right to deviate from this fine schedule on a case-by-case basis as the Board deems necessary and may charge and recover any associated administrative costs or damages in addition to any fines charged to the Owner's account.

This Fine Policy supersedes any previous resolutions adopted by the Association regarding a procedure to implement fines.

APPROVAL AND CERTIFICATION

This policy was approved and adopted by the Board of Ella Crossing Homeowners Association, Inc. on the 29th day of May, 2025.

**ELLA CROSSING HOMEOWNERS
ASSOCIATION, INC.**

Roberta Guidry

Signature (Board President)

Roberta Guidry

Print Name (Board President)

RP-2025-209528
Pages 29
06/02/2025 01:33 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$133.00

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-2025-209528