

**Violation Resolution for the  
Sableridge Homeowners' Association, Inc.**

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

Pursuant to the Bylaws of the **Sableridge Homeowners' Association, Inc.** (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the **Sableridge Homeowners' Association, Inc.**, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Policy

WHEREAS:

1. One of the Association's functions is to enforce the rules set forth in its governing documents
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

BE RESOLVED THAT:

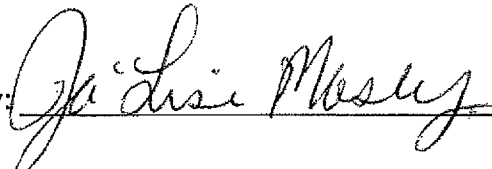
1. All rules of the Association shall be enforced
2. The Violation Procedure (attached) shall be the Association's policy of enforcement.

EFFECTIVE: February 21, 2017

  
\_\_\_\_\_  
Authorized Board Member

2/21/2017  
\_\_\_\_\_  
Date

Recorded in the Book of Minutes 2/21/17

By:   
\_\_\_\_\_

RP-2017-76244

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**Violation Resolution Schedule for the  
Sableridge Homeowners' Association, Inc.**

<b>Violation Procedure</b>	<b>Status</b>	<b>Action required</b>
A. Send courtesy notice	1 <sup>st</sup> Report/Sighting	20 days to correct
B. Send thirty-day (30) notice (certified & regular mail)	Not repaired/No application for extension	30 days to correct, if not corrected then sent to the Association's attorney
C. Send account to attorney	Not repaired/ No application for extension	Attorney will work with homeowner to correct

**General Policy**

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period the homeowner shall immediately be referred to the Association's attorney.

**Attorney Procedure**

Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. All attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

**Other:** This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

RP-2017-76244

**Collection Policy for the  
Sableridge Homeowners' Association, Inc.**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

Pursuant to the Bylaws of the **Sableridge Homeowners' Association, Inc** referenced above (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the **Sableridge Homeowners' Association, Inc.**, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Collections Policy

WHEREAS:

1. The Association's economic well-being relies on the timely payment of assessments and other allowable charges.
2. It is the Board's duty to use its best efforts to collect funds owed to the Association.

BE RESOLVED THAT:

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common areas that are an owner's responsibility, the cost of collection including but not limited to late fees, collection fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the "Collection Resolution Schedule" shall be the collection policy of the Association and shall be enforced.

EFFECTIVE DATE:           February 21, 2017

Authorized Board Member Signature: \_\_\_\_\_

Date: 2/21/2010

Recorded in the Book of Minutes:   Date: 2/21/17

By: Jacques Masley

RP-2017-76244

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## Collection Resolution Schedule for the Sableridge Homeowners' Association, Inc.

Collection Action	Late Charge	Collection Fee	Other Fees
1 <sup>st</sup> Notice: Courtesy Notice	Per governing documents	\$20 monthly fee	N/A
2 <sup>nd</sup> Notice: Notice of Intent to perform a title search	Per governing documents	\$20 monthly fee	N/A
3 <sup>rd</sup> Notice: Notice that title search was performed & fee charged (sent certified mail)	Per governing documents	\$20 monthly fee	\$50 Title Search Fee charged to owner's account.
4 <sup>th</sup> Notice: Notice that account has progressed to escalated collections & fee charged.	Per governing documents	\$20 monthly fee	\$150 Escalated Collection Fee charged to owner's account.
5 <sup>th</sup> Notice: Notice of intent to perform skip trace (sent certified mail).	Per governing documents	\$20 monthly fee	N/A
6 <sup>th</sup> Notice: Notice that skip trace was performed & fee charged (sent certified mail).	Per governing documents	\$20 monthly fee	\$95 Skip Trace Initiation Fee charged to owner's account.
7 <sup>th</sup> Notice: Hand delivery of Notice of Default & fee charged.	Per governing documents	\$20 monthly fee	\$60 Hand Delivery Fee charged to owner's account.
8 <sup>th</sup> Notice: Notice that skip trace was performed & fee charged.	Per governing documents	\$20 monthly fee	\$40 Skip Trace Fee charged to owner's account.
9 <sup>th</sup> Notice: Notice of Intent to progress account to serious collections.	Per governing documents	\$20 monthly fee	N/A
10 <sup>th</sup> Notice: Notice that skip trace was performed & fee charged.	Per governing documents	\$20 monthly fee	\$40 Skip Trace Fee charged to owner's account.
11 <sup>th</sup> Notice: Notice of Final Settlement Offer.	Per governing documents	\$20 monthly fee	N/A
Final Notice: Preparation of legal work order (sent by certified mail).	Per governing documents	\$20 monthly fee	N/A
File turned over to the Association's attorney.	Per governing documents	\$20 monthly fee	Fees are based on the attorney's agreement.

**Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent are sent roughly twenty-five to thirty days apart from each other each requiring a payment due date before the next step in the collection schedule takes place. If an owner pays in full before the payment due date then collection action will cease on that owner's account.

**General Policy:** All fees/charges paid by the Association in connection with the collection of an owner's account shall be reimbursed by the owner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Managing Agent and reimbursed by the owner.

**Payment Plans:** Payment plans shall be approved as per the Association's approved payment plan policy. Owners shall be required to sign an agreement and abide by it. If an owner does not abide by the agreement, then the owner's account shall move forward in accordance with the collections schedule.

**Collection of Account by Attorney:** Once an account is turned over to the association's attorney all methods of collection shall be pursued. If the owner does not respond to the attorney's demand letter a lawsuit may be filed and a judgment obtained. If the owner fails to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the property may be foreclosed upon in accordance with the governing documents and the current state law. Once the property is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the property in accordance with state law.

RP-2017-76244



**Architectural Guidelines for the  
Sableridge Homeowners' Association, Inc.**

Pursuant to the Bylaws of the **Sableridge Homeowners' Association, Inc** (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the **Sableridge Homeowners' Association, Inc**, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for flag poles, solar panels, rain barrels and religious displays.

WHEREAS:

1. The Association's Covenants provide architectural guidelines for lot owners and home owners concerning requirements for improvements of the lots within the subdivision;
2. The Covenants are not inclusive with regards to changing laws pertaining to allowable improvements in the Association;
3. The Covenants empower the Architectural Committee with the authority to clarify and enforce the overall interpretation of the rules.

BE IT RESOLVED THAT:

1. The Architectural Guidelines for flag poles, solar panels, rain barrels and religious displays provides clarification and specific guidelines that can be more easily understood by owners within the Association;
2. These architectural guidelines shall be the policy of the Association and the Architectural Control Committee and shall be enforced.

EFFECTIVE DATE: February 21, 2017

Authorized Board Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recorded in the Book of Minutes: Date: 2/21/17 By: J. Lee Masley

RP-2017-76244

**Payment Plan Policy for the  
Sableridge Homeowners' Association, Inc.**

4.) Fees and Payment

- a. All payments shall be due by the date specified in the Payment Plan;
- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

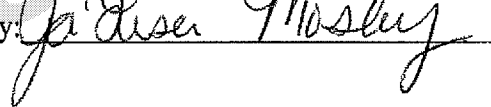
5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: February 21, 2017

Authorized Board Member Signature:  Date: 2/21/2017

Recorded in the Book of Minutes: Date: 2/21/17

By: 

RP-2017-76244

**Membership Voting Policy for the  
Sableridge Homeowners' Association, Inc.**

STATE OF TEXAS                    §  
   §  
COUNTY OF HARRIS            §

This Membership Voting Policy for the **Sableridge Homeowners' Association, Inc.** (the "Policy") is adopted by the **Sableridge Homeowners' Association, Inc.** (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE:            February 21, 2017

Authorized Board Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recorded in the Book of Minutes:    Date: 2/21/17

By: *Judith Masley*

RP-2017-76244

## **Architectural Guidelines for the Sableridge Homeowners' Association, Inc.**

### Solar Panels

Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.

### Roof Shingles

Certain types of roof shingles are designed the prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision. The shingles must match the aesthetics of other properties surrounding the owner's property.

### Flags and Flagpole guidelines

Those members wishing to fly the American Flag, Texas Flag or flag from one of the United States armed services are encouraged to do so. These flags may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the architectural review committee.

The Association has adopted the following list of rules pertaining to flags and flagpoles in the community.

1. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
2. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
3. A flagpole, whether attached to a dwelling or freestanding, must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
4. The flag display must conform to all setbacks, easements, and zoning ordinances.
5. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent and unsafe condition must be repaired, replaced or removed.
6. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
7. Flag size is limited to 3' x 5'.
8. An owner can only place a flagpole or flag on their own property and no other property.
9. You must abate any noise that is caused by the external halyard of a flagpole.

## **Architectural Guidelines for the Sableridge Homeowners' Association, Inc.**

### Religious Displays

The Association will allow owners to display one or more religious items on their entry door or door frame. The display must be motivated by the owner or resident's sincere religious belief.

The Association has adopted the following list of rules pertaining to the display of religious items.

1. The religious item cannot threaten public health or safety.
2. The religious item cannot violate the law.
3. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
4. The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
5. The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
6. The Association may remove any item that does not conform to the statute.

### Rain Barrels

The Association will allow owners to install rain barrels or water harvesting systems on their own property. The Association has adopted the following list of rules pertaining to the installation of rain barrels and water harvesting systems.

1. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
2. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
3. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
4. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
5. There must be sufficient areas on the owner's property to install the barrels or system.

**Records Retention Policy for the  
Sableridge Homeowners' Association, Inc.**

STATE OF TEXAS                    §  
   §  
COUNTY OF HARRIS            §

This Records Retention Policy for the **Sableridge Homeowners' Association, Inc.** (the "Policy") is adopted by the **Sableridge Homeowners' Association, Inc.** (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the **Sableridge Homeowners' Association, Inc.'s** Board of Directors (the "Board") on February 21, 2017.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principle office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principle office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principle office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principle office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principle office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association's principle office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE:                    February 21, 2017

Authorized Board Member Signature: \_\_\_\_\_ Date: 2/21/2017

Recorded in the Book of Minutes:    Date: 2/21/17 By: J. Lisa Masley

RP-2017-76244

**Records Inspection Policy for the  
Sableridge Homeowners' Association, Inc.**

STATE OF TEXAS

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COUNTY OF HARRIS

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This Records Inspection Policy for the **Sableridge Homeowners' Association, Inc** (the "Policy") is adopted by the **Sableridge Homeowners' Association, Inc** (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the **Sableridge Homeowners' Association, Inc's** Board of Directors (the "Board") on February 21, 2017.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
  - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
  - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
  - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
  - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

RP-2017-76244

**Records Inspection Policy for the  
Sableridge Homeowners' Association, Inc.**

EFFECTIVE DATE: February 21, 2017

Authorized Board Member Signature: \_\_\_\_\_

Date: 2/21/2017

Recorded in the Book of Minutes: Date: 2/21/17

By: Judith Masly

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RP-2017-76244

RP-2017-76244  
# Pages 35  
02/23/2017 09:01 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$148.00

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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2017-76244