STONEBROOKE COMMUNITY ASSOCIATION, INC.
ACCESS, PRODUCTION, AND COPYING POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Access, Production, and Copying Policy (this "***Policy***") is to prescribe (i) accessibility to books and records of Stonebrooke Community Association, Inc. (the "***Association***") and (ii) the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code. The Board of Directors of the Association (the "***Board***") has determined that it is in the best interest of the Association to establish this Policy concerning the production and copying of information, books, and records of the Association.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas under Clerk's File Number 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

The Board is authorized by the Dedicatory Instruments to adopt rules and policies pertaining to the governance of the Association.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the access, production, and copying of Association books and records.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. ACCESS, PRODUCTION, AND COPYING POLICY

1. Access

The books and records of the Association, including financial records, must be open to and reasonably available for examination by an Owner, or a person designated in writing signed by the Owner as the Owner's agent, attorney, or certified public accountant. An Owner is entitled to obtain from the Association copies of information contained in the books and records. An Owner, or the Owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the Association's most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records.

An attorney's files and records relating to the Association, excluding invoices requested by an Owner under Section 209.008(d) of the Texas Property Code are not records of the Association and are not subject to inspection by the Owner or to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document must be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.

The Association is not required to release or to allow inspection of any books or records that identify (a) the Dedicatory Instrument violation history of an Owner, (b) an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association, (c) an Owner's contact information other than the Owner's address, or (d) information related to an employee of the Association, including personnel files. These records may be made available only (i) with the express written approval of the Owner whose records are the subject of the request, or (ii) if a court of competent jurisdiction orders the release of the records. Information may be released in an aggregate or summary manner that would not identify an individual Owner.

If inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, must send written notice of dates that the Owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection will take place at a mutually agreed upon time during normal business hours.

If copies are requested, the Association must produce the requested records for the Owner on or before the 10th business day after the date the Association receives the request, except as otherwise provided in this Policy. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.

If the Association is unable to produce the records on or before the 10th business day after the date the Association receives the request, the Association must give the Owner notice that it is unable to produce the records within 10 business days and state a date by which the information will be sent or made available for inspection, on a date not more than 15 business days after the date the notice is given.

Notwithstanding anything contained in this Policy to the contrary, all records must be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

2. Custodian of Records

The Secretary of the Board or other person designated by the Board is the designated Custodian of the Records of Association. As such, the Secretary of the Board or other person designated by the Board, as applicable, is responsible for overseeing compliance with this Policy. Any questions regarding this Policy must be directed to the Custodian of the Records of the Association.

3. Procedures for Responding to Requests for Information

All requests for information must comply with the requirements set forth above. The dated and signed, written request must state the specific information being requested.

Requests for information will **NOT** be approved when the information (1) regards pending legal issues, unless specifically required by law; (2) regards personnel matters such as individual salaries; (3) regards other Members; or (4) is privileged or confidential.

4. Cost of Compiling Information and Making Copies of Records

The costs of compiling information and making copies may not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.

The following are the costs of materials, labor, and overhead which will be charged to the Owner requesting. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association must submit a final invoice to the Owner on or before the 30th 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 30th 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 must be issued to the Owner not later than the 30th business day after the date the invoice is sent to the Owner.

4.1 Copy Charge:

(1) Standard paper copy: The charge for paper copies reproduced by means of an office machine copier or a computer printer is $0.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy: These charges cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette – $1.00

(B) Magnetic tape – actual cost

(C) Data cartridge – actual cost

(D) Tape cartridge – actual cost

(E) Rewritable and non-rewritable CD – $1.00

(F) Digital video disc – $3.00

(G) JAZ drive – actual cost

(H) Other electronic media – actual cost

(I) VHS video cassette – $2.50

(J) Audio cassette – $1.00

(3) Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper): $0.50

(4) Specialty paper (e.g. Mylar, blueprint, blueline, map, or photographic): actual cost

4.2 Labor Charge:

For locating, compiling, manipulating data, and reproducing public information, the following charges apply:

(1) Labor charge – $15.00/hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information;

(2) When confidential information is mixed with public information on the same page, a labor charge may be recovered for time spent by an attorney, legal assistant, or any other person who reviews the requested information to redact, blackout, or otherwise obscure confidential information in order to release the public information;

(3) No labor charge may be billed for requests that are 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) 2 or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

4.3 Overhead Charge:

Whenever a labor charge is applicable to a request, the Association may include in the charges direct and indirect charges, in addition to the specific labor charge. This overhead charge covers such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, the charge will be made in accordance with the methodology described below:

(1) The overhead charge may not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge;

(2) The overhead charge is computed at 20% of the charge made to cover any labor costs associated with a particular request.

4.4 Miscellaneous Supplies:

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted and a transaction fee is charged by the credit card company, that fee may be added to the total charge.

5. Denial of Requested Information

If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting Member of that decision and the reason for it in a timely manner. The Board, or its designee, will inform the Owner, in writing of their right to appeal to the Board.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Access, Production and Copying Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of the Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 23 day of August, 2023.

_____
Notary Public – State of Texas

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

After Recording Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080167
Pages 7

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
COLLECTION, BOARD HEARING AND PAYMENT PLAN POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Collection, Board Hearing, and Payment Plan Policy (the "***Policy***") is to establish a systematic procedure for (a) the collection of Assessments and other charges of Stonebrooke Community Association, Inc. (the "***Association***"), and (b) Board hearings related to same, and for the purpose of identifying the guidelines under which Owners may request an alternative payment schedule for certain Assessments. The Board of Directors of the Association (the "***Board***") has determined that it is in the best interest of the Association to establish this Policy for property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas, under Clerk's File No. 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

The Board is authorized by the Dedicatory Instruments to adopt rules and policies pertaining to the governance of the Association.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy or Guidelines that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. COLLECTION, BOARD HEARING, AND PAYMENT PLAN POLICY

A. Collection Policy and Board Hearings

1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each calendar year of the Association covering the estimated costs of operation of the Association during each year.

2. NOTICE

The Board must fix the amount of the Annual Assessment against each Lot for the following year and must, at that time, prepare a roster of the Lots and Assessments applicable thereto, which roster will be kept in the office of the Association and made open to inspection by any Owner. Upon completion of the roster, written notice of the Assessment due may be sent to every Owner subject to the Assessment. An Owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent Assessments on the basis of such Owner's failure to receive notice if such notice was sent via regular mail or via certified mail return receipt requested to the most recent address of the Owner according to the records of Association. Each Owner has the obligation to notify the Association in writing of any change in address, which change becomes effective 5 days after written notice has been received.

3. DUE DATE

All Assessments are due and payable on an annual basis, as determined by a majority of the Board for that Assessment year. If any Assessment due the Association is not paid on the date when due, then such Assessment will become delinquent 30 days after the due date. Charges disputed by an Owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan as set forth in Section B of this Policy.

4. INTEREST

If the Assessment is not paid within 30 days after the due date, the Assessment will bear interest from the due date at the rate set forth in the Declaration until the Assessment is paid in full.

5. DELINQUENCY NOTIFICATION

The Association may cause to be sent one or more of the following notification(s) to delinquent Owners:

a. PAST DUE NOTICE: In the event that an Assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Past Due Notice), a Past Due Notice may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due, including any late fees that may be charged by the Association. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due, including any previously imposed late fees, and that the Owner is entitled to a Payment Plan as set forth in Section B of this Policy. **In the event an Owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full.**

b. FINAL NOTICE: In the event an Assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Final Notice), a Final Notice may be sent via certified mail to each delinquent Owner. The Final Notice may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records, as well as by any other method that the Board determines that the Final Notice may be received by the Owner. The Final Notice must set forth the following information and the result of failure to pay, including an explanation of:

1) Amounts Due: All delinquent Assessments, interest and other amounts due, including any late fees that may be charged by the Association, and the total amount of the payment required to make the account current;

2) Options: If the Owner has a right to a Payment Plan, as set forth below, the options the Owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a Payment Plan through the Association;

3) Period to Cure: A period of at least 45 days for the Owner to cure the delinquency before further collection action is taken;

4) Hearing: Owners must be given notice and an opportunity for a hearing before the Board. A hearing must be granted if a written request for a hearing is received by the Association not more than 30 days from the date the Final Notice is mailed to the Owner.

If a hearing is requested within 30 days from the date the Final Notice is mailed to the Owner, further collection procedures are suspended until the hearing process is completed and the period to cure has expired;

5) Payment Plan: The Final Notice must contain a statement that the entire remaining unpaid balance of the Assessment, including any previously imposed late fees, is due and that the Owner is entitled to a Payment Plan as set forth in Section B of this Policy. In the event an Owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full;

6) Common Area Rights Suspension: If a hearing is not requested within 30 days from the date the Final Notice is mailed to the Owner, the Owner's use of recreational facilities and common properties may be suspended once the Owner's period to cure has expired; and

7) Military Notice: If the Owner is serving on active military duty, the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

c. TURNOVER TO COLLECTION AGENT/ATTORNEY: If a Final Notice is sent to an Owner and a hearing is not requested within 30 days from the date the Final Notice is mailed to the Owner, Member privileges may be suspended, the account may be sent to a collection agent or the Association's attorney for collection and any fees and expenses may be charged to the Owner's Assessment account once the Owner's period to cure has expired.

6. NOTICE OF ASSESSMENT LIEN. Prior to the filing in the Official Public Records of Montgomery County, Texas of a lien, lien affidavit, or other lien instrument evidencing nonpayment of Assessments or other charges owed to the Association by an Owner ("***Assessment Lien***"), the Association must provide the Owner with notices of delinquency as provided below; provided, however, that this Section does not apply in the event the Association is providing an Owner covered by the Servicemembers Civil Relief Act the protections to which the Owner is entitled under the Servicemembers Civil Relief Act.

a. FIRST NOTICE. The first notice of the delinquency ("***First Notice***") must be provided:

1) by first class mail to the Owner's last known address, as reflected in the records maintained by the Association; or

2) by email to an email address the Owner has provided to the Association.

b. SECOND NOTICE. The second notice of delinquency ("***Second Notice***") must be provided (i) not earlier than the 30th day after the First Notice is given and (ii) by certified mail, return receipt requested, to the Owner's last known mailing address, as reflected in the records maintained by the Association.

c. The Association may not file an Assessment Lien before the 90th day after the date the Second Notice was sent to the Owner.

7. BOARD HEARING

In the event an Owner requests a Board hearing pursuant to this Policy, the following rules will apply:

a. TIMING OF BOARD HEARING: The Board hearing must be held no later than the 30th day after the date the Board receives the Owner's request for a Board hearing. The Board or the Owner may request a postponement and, if requested, a postponement must be granted for a period of not more than 10 days. Notwithstanding the foregoing, the Board hearing may be scheduled outside of these parameters by agreement of the parties.

b. NOTICE OF BOARD HEARING: The Board must provide notice of the date, time, and place of the Board hearing to the Owner not later than 10 days before the date of the Board hearing (the "***Notice***"). The Board hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board hearing is the "place" of the Board hearing for purposes of the Notice.

1) The Board must include with the Notice a packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board hearing (the "***Hearing Packet***").

2) If the Board fails to provide the Hearing Packet to the Owner at least 10 days before the Board hearing, the Owner is entitled to an automatic 15 day postponement of the Board hearing.

c. OWNER'S EVIDENCE: Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than 5 days before the Board hearing.

d. HEARING PROCEDURE:

1) During the Board hearing, a member of the Board or the Association's designated representative will first present the Association's case against the Owner. An Owner or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or the Owner's designated representative.

2) Either party may make an audio recording of the hearing.

3) All parties participating in the Board hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board hearing if the Board, in its sole and absolute discretion, determines the Board hearing has become unproductive or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board hearing that is terminated pursuant to this Section.

e. RULING: The Board is not required to deliberate or to reach a determination during the Board hearing; rather, all information gleaned from the Board hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within 30 days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.

f. TIME LIMIT: The Board may set a time limitation for the Board hearing, to be determined at the Board's sole discretion. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; and (iii) the Board's finite amount of time available to consider such issues.

g. NUMBER OF HEARINGS: Upon receipt of a Final Notice as set forth in Section 5 of this Policy, Owners are entitled to request only 1 Board hearing as it relates to the violations set forth in the Final Notice unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.

h. ALTERNATIVE DISPUTE RESOLUTION: In accordance with Section 209.007(e) of the Texas Property Code, an Owner or the Board may use alternative dispute resolution services.

8. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, to protect the Association's interests, including, but not limited to, sending demand letters; filing a lawsuit against the delinquent Owner for a money judgment; instituting an expedited foreclosure action; and filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case.

As a prerequisite to foreclosure of the Association's lien, either the Association's attorney or the Association must send a notification via certified mail to any holder of a lien of record on the Owner's property whose lien is inferior or subordinate to the Association's lien, as evidenced by a deed of trust. The notification may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines that the notification may be received by such lien holder(s). Said notice will provide such lien holder with the total amount of the delinquency giving rise to the foreclosure and an opportunity to cure before the 61st day after the day the notice is mailed.

In the event the Association has determined to foreclose its lien as provided in the Declaration, and to exercise the power of sale thereby granted, such foreclosure must be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code.

9. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

10. REQUIRED ACTION

Nothing contained in this Policy, not otherwise required by the Declaration or by law, requires the Association to take any of the specific actions contained in this Policy. The Board has the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its best judgment, deems reasonable.

11. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including, but not limited to, Non-Sufficient Funds (NSF) or stop payment order (the "***Unpaid Amounts***"). The amount of the service charge assessed by the Association is equal to the amount charged by the financial institution related to any such Unpaid Amounts plus any administrative costs incurred by the Association as a result of such Unpaid Amounts.

B. Payment Plan

The Association establishes a Payment Plan schedule by which an Owner may make partial payments to the Association for delinquent Assessments, or any other amount owed to the Association, without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. Any late fees imposed prior to a request for a Payment Plan may be made part of such Payment Plan at the discretion of the Board. The Payment Plan Schedule is as follows:

1. The term for the Payment Plan is determined at the discretion of the Board, but must be no less than 3 months;

2. A Payment Plan may require equal monthly payments based on the number of months for such Payment Plan, with each payment due on the first day of each month;

3. Failure to pay the first monthly payment of the delinquent amount is considered a default of the Payment Plan;

4. An Owner, upon written request, may request a longer period of time;

5. The Association is not required to enter into a Payment Plan with an Owner who failed to honor the terms of a previous Payment Plan during the 2 years following the Owner's default under a previous Payment Plan;

6. If an Owner requests a Payment Plan that extends into the next Assessment cycle, the Owner is required to pay future Assessments by the due date in addition to the payments specified in the Payment Plan;

7. The Association is not required to offer a Payment Plan to an Owner after the 30 day period to cure the delinquency has expired;

8. The Association is not required to allow an Owner to enter into a Payment Plan more than once in any 12 month period.

C. Application of Payments

1. Except as provided in subsection 2 immediately below, a payment received by the Association must be applied in the following order of priority:

    a. Any delinquent Assessment;

    b. Any current Assessment;

    c. Reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with Assessments or other charges that can be the basis of foreclosure;

d. Reasonable attorney's fees not subject to "c" above;

e. Reasonable fines; and

f. Any other reasonable amount owed to the Association.

2. If/when an Owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above. Any payment(s) received by the Association after such default of a Payment Plan must be applied in the following order of priority:

a. Reasonable costs;

b. Reasonable attorney's fees;

c. Interest;

d. Late fees;

e. Delinquent Assessments;

f. Current Assessments; and

g. Reasonable fines.

As to each category identified in this subsection C, payment must be applied to the most-aged charge first. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Collection, Board Hearing and Payment Plan Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of the Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23 day of August, 2023.

_____
Notary Public – State of Texas

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

After Recording Please Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080169
Pages 11

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
RESIDENTIAL DEDICATORY INSTRUMENT
ENFORCEMENT, BOARD HEARING, AND FINE POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy (this "***Policy***") is to provide Owners with a better understanding of the process of Dedicatory Instrument enforcement, Board hearings, and fines. The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy for the property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded under Clerk's File No. 2023064045 in the Official Public Records of Montgomery County, Texas, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to suspend Owners' use of the Common Areas and to impose reasonable fines against Owners for violations of restrictive covenants contained in the Dedicatory Instruments.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. DEDICATORY INSTRUMENT ENFORCEMENT METHODS

A. **209 Notice Required.** Before the Association may suspend an Owner's right to use a Common Area, file a suit against an Owner for violation of a Dedicatory Instrument, charge an Owner for property damage, or levy a fine for a violation of the Dedicatory Instruments, the Association or its agent must give written notice to the Owner as set forth below:

1. **Types of Violations**. Section 209.006 of the Texas Property Code (the "***Code***") refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below. In the event of a Dedicatory Instrument violation, the enforcement procedure to be followed by the Association depends upon whether a violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *or* poses a threat to public health or safety.

    a. Curable Violations – By way of example and not in limitation, the Code lists the following as examples of curable violations:

        i. a parking violation;

        ii. a maintenance violation;

        iii. the failure to construct improvements or modifications in accordance with approved plans and specifications; and

        iv. an ongoing noise violation, such as a barking dog.

    b. Uncurable Violation – The Code defines an uncurable violation as a violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Code lists the following as examples of uncurable violations:

        i. an act constituting a threat to health or safety;

        ii. discharging fireworks;

        iii. a noise violation that is not ongoing; and

        iv. holding a garage sale or other event prohibited by the Dedicatory Instruments.

    c. Violation that is a Threat to Public Health or Safety – The Code defines a violation that is a threat to public health or safety as a violation that could materially affect the physical health or safety of an ordinary resident.

If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided however, this Policy may not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its sole discretion, decides that enforcement action is not warranted or necessary.

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

   a. Courtesy Letter (Optional) – Upon verification of a curable violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

   b. Violation Letter (Optional) – After the expiration of the time set forth in the courtesy letter, if sent, or as an initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner, as determined in the sole discretion of the Board. The Association is not required to send a violation letter. If sent, the violation letter will include:

      i. a description of the violation;

      ii. the action required to correct the violation;

      iii. the time by which the violation must be corrected; and

      iv. notice that, if the violation is not corrected within the time provided or if there is a subsequent similar violation, a fine may be imposed or other enforcement action may be initiated.

   c. Demand Letter – Either upon initial verification of a curable violation, or after the expiration of the time period stated in the courtesy letter or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board

determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner's last known address as shown in the records of the Association. Depending on the severity of the violation or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter or a violation letter), as determined by the Board in its sole discretion.

d. Content of the Demand Letter – The demand letter must include the following:

i. Violation: a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;

ii. Fines/Amounts Due: the amount of the proposed fine and any amount due to the Association;

iii. Right to Cure: notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge, or fine;

iv. Time to Cure: a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;

v. Right to Request a Hearing: a notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

vi. Active Military Duty: notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

e. Hearing Not Requested – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter.

f. Remedies – Fines, suspension of the right to use the Common Area, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the expiration of the 30 day time frame provided to the Owner to request a hearing. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing

is not requested, after the date by which the Owner must request a hearing. A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

3. **Enforcement – Uncurable Violations and Violations that Pose a Threat to Public Health or Safety**. Upon initial verification of an uncurable violation or a violation that constitutes a threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner's last known address as shown in the Association's records.

   a. Content of the Demand Letter – The demand letter must include the following:

      i. Violation: a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;

      ii. Fines/Amounts Due: the amount of any fine and any amount due to the Association;

      iii. Right to Request Hearing: notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

      iv. Active Military Duty: notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

   b. Remedies; Hearing not Requested – Regardless of whether the Owner chooses to request a hearing, fines, suspension of the right to use the Common Areas, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the mailing of the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. A notice of violation may also be recorded in the real property records.

4. **Subsequent Similar Violations**. If an Owner has been given notice in accordance with Article III, Section A of this Policy in the preceding 6 month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first

sending another demand for compliance.

B. **209 Notice Not Required.** The Association is entitled to exercise additional enforcement methods which do not require that a demand letter be sent or an opportunity to request a hearing be offered to the violating Owner as provided in Section A above. Such remedies include, but are not limited to, the following (collectively, the "***Additional Enforcement Methods***"):

1. The Association may exercise its Self Help remedy pursuant to the terms set forth in the Declaration and any costs associated with the exercise of this remedy are the personal obligation of the Owner and are supported by the lien created in the Declaration.

2. The Association may file a suit for a temporary restraining order or temporary injunctive relief.

3. The Association may temporarily suspend a person's right to use the Common Areas due to a violation that occurred in a Common Area that involved a significant and immediate risk of harm to others in the Property; such temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by Article III, Section A.3 of this Policy.

Although the Additional Enforcement Methods are not subject to the 209 notice requirements set forth in this Policy, they may be subject to certain notice requirements as provided for in the Dedicatory Instruments or by Texas law.

IV. BOARD HEARINGS

In the event an Owner requests a hearing pursuant to Article III, Section A. of this Policy, the following rules will apply.

A. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than 10 days. The hearing may be scheduled outside of these parameters by agreement of the parties.

B. **Hearing Notice** – Notification of the date, time, and place of the hearing will be sent not later than the 10th day before the hearing. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing is the "place" of the hearing for purposes of the notice.

C. **Hearing Packet** – The Board must include with the hearing notice a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least 10 days before the hearing, the Owner is entitled to an

automatic 15 day postponement of the hearing.

D. **Owner's Evidence** – Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than 5 days before the Board hearing.

E. **Ruling** – The Board is not required to deliberate or to reach a determination during the Board hearing; rather, all information gleaned from the Board hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within 30 days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.

F. **Time Limit** – The Board may set a time limitation for the Board hearing, to be determined at the Board's sole discretion, taking into account factors including, but not limited to, the complexity of the issues, the number of exhibits, and whether witnesses will be presented. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; and (iii) the Board's finite amount of time available to consider such violations.

G. **Conducting the Hearing** – During the hearing, a member of the Board or the Association's designated representative will first present the Association's case against the Owner. The Owner or the Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or the Owner's designated representative.

All parties participating in the Board hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board hearing if the Board, in its sole and absolute discretion, determines the Board hearing has become unproductive or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board hearing that is terminated pursuant to this Section.

Either party may make an audio recording of the hearing.

H. **Number of Hearings** – Upon receipt of a demand letter as set forth in Article III, Owners are entitled to request only 1 Board hearing as it relates to the violations set forth in the demand letter, unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.

I. **Alternative Dispute Resolution** – In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

V. FINES

Subject to the notice provisions set forth in Article III, Section A. of this Policy, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule. For violations of the of the Dedicatory Instruments which are curable and which are not a threat to public health or safety, the Association may continue to assess fines, as set forth in the schedule below, until the violation is cured. Fines may be assessed for any violation of the Dedicatory Instruments, including, but not limited to, architectural violations, violations for using a Lot in a prohibited manner, failure to take required action, and failure to maintain a Lot or the structures thereon.

Pursuant to Section 209.0061 of the Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

Curable Violations

Notice	**Time to Cure (estimate)**	**Fine Amount if not Cured**
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Pre-Fine Notice (if sent)		No Charge
1st Notice (Chapter 209 - Demand Letter)	30 days	$50.00
2nd Notice of Fine Letter	30 days	$100.00
3rd Notice of Fine Letter	30 days	$200.00
Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	$200.00

Uncurable Violations and Violations Posing a Threat to Public Health or Safety

Notice	**Time to Cure (estimate)**	**Fine Amount**
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	$200.00

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Dedicatory Instruments, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board may not be construed as a waiver of the fine schedule or the Dedicatory Instruments. Fines against an Owner will be assessed against

the Owner's Lot. The Owner will be responsible for the actions of all residents, guests, and invitees of the Owner and any fines against such residents, guests, and invitees will also be assessed against the Owner's Lot.

CERTIFICATION

I certify that as Secretary of Stonebrooke Community Association, Inc., the foregoing Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED this 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument, and as the act and deed of said corporation.

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

_____
Notary Public – State of Texas

After Recording, Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080170
Pages 10

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
DOCUMENT RETENTION POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Document Retention Policy (this "***Policy***") is to prescribe the document retention policy pursuant to Section 209.005 of the Texas Property Code. The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy concerning the retention of records of the Association.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas, under Clerk's File No. 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. DOCUMENT RETENTION POLICY

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

The Association retains specific documents for the time periods outlined in the attached **Exhibit A**. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to them as listed in the 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 attached **Exhibit A** will be maintained for the identified time period.

The Custodian of 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 via shredding. Destruction of any electronic records of the Association will be made via a reasonable attempt to remove the electronic records from all known electronic locations or repositories.

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Document Retention Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of the Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 23 day of August, 2023.

_____
Notary Public – State of Texas

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

After Recording Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

EXHIBIT A DOCUMENT RETENTION POLICY			
DOCUMENT TYPE	**DEFINED**	**TIME PERIOD**	**EXCEPTION**
Account Records of Current Owners	Member assessment records	5 years	Unless period of ownership exceeds 5 years, then retain last 5 years.
Audit Records	Independent Audit Records	7 years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus 4 years	
Financial Books & Records	Year End Financial Records and supporting documents	7 years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual Member meetings	7 years	
Restrictive Covenants	And all amendments	Permanently	
Tax Returns	Federal and State Income and Franchise Tax Returns and supporting documentation	7 years	

Doc #: 2023080168
Pages 4

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
FLAG DISPLAY POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Flag Display Policy (the "***Policy***") is to provide guidance regarding the display of flags authorized by Texas Property Code 202.012. The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy regarding the display of flags on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded under County Clerk's File No. 2023064045 in the Official Public Records of Montgomery County, Texas, as same has been or may be amended or supplemented from time to time (the "***Declaration***"), and any other property which has been or may be annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (the "***ARC***") means prior written approval by the ARC.

Pursuant to the authority granted in Section 202.012 of the Texas Property Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. FLAG DISPLAY POLICY

The display of flags is permitted under the following parameters:

A. NUMBER OF FLAGPOLES

Owners may have a total of 1 flagpole per Lot.

B. TYPES OF FLAGS

The following flags may be displayed in accordance with this Policy:

1. United States flag
2. Texas flag
3. Official or replica flag of a branch of the United States armed forces

C. TYPE AND LOCATION OF FLAGPOLE

1. The flagpole may be either freestanding or mounted to the residential structure under the following parameters:
    a. A freestanding flagpole:
        (i) must not be taller than 20 feet when measured from ground level (including the pole ornamentation);
        (ii) must be mounted on an appropriate footing;
        (iii) is subject to ARC approval and all applicable zoning ordinances, easements and setbacks of record; and
        (iv) may be placed in either:
            (a) the back yard (preferred location); or
            (b) the front yard, if the Lot has a front building setback line with a setback of not less than 15 feet, extending the full width of the Lot between the front Lot line and the front building setback line. If front building setbacks of record are greater than 15 feet, then the greater setbacks will control.
    b. A flagpole mounted to the residential structure:
        (i) must be no greater than 5 feet in length; and
        (ii) may be attached to the front or rear of the residential structure.
2. Owners are prohibited from placing a flagpole within an easement on an Owner's Lot, or in a location that encroaches on a setback on an Owner's Lot.
3. Owners are prohibited from locating a flag or flagpole on property owned or maintained by the Association.
4. Owners are prohibited from locating a flag or flagpole on property owned in common by the Members of the Association.

D. MATERIALS, MAINTENANCE AND ETIQUETTE

1. All flagpoles 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.

2. All flagpoles must be installed per the manufacturer's guidelines.

3. All flags and flagpoles must be properly maintained at all times, including, but not limited to, immediate replacement of faded, frayed or torn flags and replacement of poles that are scratched, bent, rusted, faded, leaning or damaged in any way.

4. The size of the flag must be appropriate for the length of the flagpole, and the ARC has sole discretion as to this determination.

5. Flagpole halyards must be securely fastened at all times and may not make noise under any conditions.

6. Telescoping flagpoles may not make noise under any conditions.

7. The United States flag must be displayed in accordance with federal law. Additionally, if more than one flag is displayed along with the United States flag on a flagpole, the United States Flag must be flown above all other flags on such flagpole.

8. The Texas flag must be displayed in accordance with Texas state law.

9. If evening display of the flag is desired, the flag may be lit from the base of the flagpole (maximum of 2 bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag and may not cause any type of light spillover onto adjoining properties. All exterior lighting must be submitted to the ARC for prior approval.

10. Flags must be attached to a flagpole in order to be displayed.

11. A flagpole mounted to the residential structure must be removed from view when no flag is displayed.

II. ARC APPROVAL

A. MOUNTED FLAGPOLES

A flagpole mounted to a residential structure does not require approval from the ARC if it complies with the terms of this Policy.

B. FREESTANDING FLAGPOLES

1. Freestanding flagpoles require prior written approval from the ARC. Completed applications must be submitted to the ARC in accordance with the following:

a. If a back yard location is desired, an application must be submitted with a copy of the applicable plat or survey showing the proposed location of the freestanding flagpole, along with pictures showing the location of the improvement and the manufacturer's brochures or a sample of material, if applicable;

b. If a front yard location is desired, an application must be submitted with a copy of the applicable plat or survey indicating the front Lot line, front building setback line, and proposed location of the freestanding flagpole, along with pictures showing the location of the improvement and the manufacturer's brochures or a sample of material, if applicable;

c. Locations closer to the Dwelling are typically preferred; and

d. Regardless of desired location, the color of the materials being used in relation to house color, the location of the flagpole in relation to the Dwelling, and any noise created are of specific concern.

Any installation not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

This Flag Display Policy does not apply to property that is owned or maintained by the Association.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Flag Display Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of the Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23 day of August, 2023.

_____
Notary Public – State of Texas

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

After Recording, Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080171
Pages 6

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
STANDBY ELECTRIC GENERATOR POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Standby Electric Generator Policy (this "***Policy***") is to provide guidance regarding the installation and operation of standby electric generators pursuant to Texas Property Code Section 202.019. The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy concerning the installation of standby electric generators on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas under Clerk's File No. 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (the "***ARC***"), means prior written approval by the ARC.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in Section 202.019 of the Texas Property Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. STANDBY ELECTRIC GENERATOR POLICY

A. DEFINITIONS

For purposes of this Policy, "***Standby Electric Generator***" means a device that converts mechanical energy to electrical energy and is:

1. Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;

2. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;

3. Connected to the main electrical panel of a residence by a manual or automatic transfer switch; and

4. Rated for a generating capacity of not less than 7 kilowatts.

B. PARAMETERS FOR APPROVAL

The installation and operation of permanently installed Standby Electric Generators are permitted, subject to approval by the ARC, under the following parameters:

1. Standby Electric Generators must be installed and maintained in compliance with:

   (a) the manufacturer's specifications; and

   (b) applicable governmental health, safety, electrical, and building codes;

2. All electrical, plumbing, and fuel line connections for Standby Electric Generators must be installed only by licensed contractors;

3. All electrical connections for Standby Electric Generators must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

4. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for Standby Electric Generators must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

5. All liquefied petroleum gas fuel line connections for Standby Electric Generators must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;

6. Nonintegral Standby Electric Generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;

7. All Standby Electric Generators and their electrical lines and fuel lines must be maintained in good condition;

8. Any deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed, as appropriate;

9. A Standby Electric Generator must be screened if it is:

   (a) visible from the street that the residence faces;

   (b) located in an unfenced side or rear yard of a residence and visible either from an adjoining residence or from adjoining property owned by the Association; or

   (c) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and visible through the fence either from an adjoining residence or from adjoining property owned by the Association;

10. Periodic testing of Standby Electric Generators should be in accordance with the manufacturer's recommendations and must occur between the hours of 10:00 a.m. and 4:00 p.m.; and

11. The preferred location for Standby Electric Generators is:

   (a) at the side or back plane of the home;

   (b) outside of any easements located upon such Lot; and

   (c) outside of all side setback lines for such Lot.

   However, in the event that the foregoing preferred location either (i) increases the cost of installing the Standby Electric Generator by more than 10%, or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than 20%, then the Standby Electric Generator will be located on the Lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) noted above.

C. PROHIBITIONS

1. Standby Electric Generators may not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

2. Owners are prohibited from locating Standby Electric Generators on property owned or maintained by the Association.

D. ARC APPROVAL

Owners are required to obtain written approval from the ARC prior to the installation of a Standby Electric Generator. The submission of plans must include a completed application for ARC review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as noted in Section B), and a copy of the manufacturer's brochures. The Association may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in Section B.

Any installation not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

This Standby Electric Generator Policy does not apply to property that is owned or maintained by the Association.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Standby Electric Generator Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of the Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23rd day of August, 2023.

_____
Notary Public – State of Texas

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

After Recording Please Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080176
Pages 6

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
RAIN BARREL POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Rain Barrel Policy (this "***Policy***") is to provide guidance regarding the installation of rain barrels pursuant to Texas Property Code Section 202.007(d). The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy concerning the installation of rain barrels on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas, under Clerk's File No. 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (the "***ARC***"), means prior written approval by the ARC.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in Section 202.007(d) of the Texas Property Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. RAIN BARREL POLICY

An application must be submitted for review by the ARC, and formal written approval from the ARC is required before installation may begin.

A. RAIN BARRELS

1. Prohibited Rainwater Harvesting Systems/Rain Barrels:

Rainwater harvesting systems or rain barrels (collectively referred to as "***Rain Barrels***") are prohibited in the following circumstances:

a. Rain Barrels that are located on property owned by the Association;

b. Rain Barrels that are located on property that is owned in common by the Members of the Association;

c. Rain Barrels that are located between the front of the Owner's home and an adjoining or adjacent street;

d. Rain Barrels that are of a color not consistent with the color scheme of the home; and

e. Rain Barrels that display language or content other than the manufacturer's typical display.

2. Rain Barrels Located in Areas Visible from a Street, Lot, or Common Area:

Rain Barrels that are located on the side of a house or at any other location that is visible from a street, another Lot, or a Common Area must comply with the following:

a. Rain Barrels must have adequate screening, as determined by the ARC;

b. Only commercial and professional grade Rain Barrels are permitted;

c. All Rain Barrels must be fully enclosed and have a proper screen or filter to prevent mosquito breeding and harboring; and

d. Rain Barrels may not create unsanitary conditions or be of nuisance to any neighboring properties.

B. ARC APPROVAL

An applicant's submission of plans must include a completed application for ARC review and a site plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or a sample of material, if applicable. The color of the materials being used in relation to the house color, the visibility from public streets and neighboring properties or Common Areas and any noise created are of specific concern to the Association and the ARC.

Any installation not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

This Policy does not apply to property that is owned or maintained by the Association.

CERTIFICATION

I certify that, as Secretary of Stonebrooke Community Association, Inc., the foregoing Rain Barrel Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23rd day of August, 2023.

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

_____
Notary Public – State of Texas

After Recording Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080173
Pages 4

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
DISPLAY OF RELIGIOUS ITEMS POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Display of Religious Items Policy (this "***Policy***") is to provide guidance regarding the display of religious items authorized by Texas Property Code Section 202.018 (the "***Code***"). The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy regarding the display of religious items on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas, under Clerk's File No. 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (the "***ARC***") means prior written approval by the ARC.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in the Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. DISPLAY OF RELIGIOUS ITEMS POLICY

Owners and Occupants are generally permitted to display or affix one or more religious items on the Owner's or Occupant's Lot or Dwelling, the display of which is motivated by the Owner's or Occupant's sincere religious belief.

ARC Application Required. Before a religious display contemplated by the Code is displayed or affixed on an Owner's or Occupant's Lot or Dwelling, an ARC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

1. Type and description of the proposed religious display; and

2. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the Owner's or Occupant's Lot or Dwelling.

Notwithstanding the foregoing, one or more religious items displayed or affixed on the entry of an Owner's or Occupant's Dwelling and not exceeding 25 square inches, do not require ARC approval. All other religious displays require ARC approval as set forth above.

The display or affixing of a religious item on the Owner's or Occupant's Lot or Dwelling is prohibited under the following circumstances:

1. The item threatens public health or safety;

2. The item violates a law other than a law prohibiting the display of religious speech;

3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;

4. The item is installed on property:

   a. owned or maintained by the Association; or

   b. owned in common by Members of the Association;

5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or to the Association's Dedicatory Instruments; or

6. The item is attached to a traffic control device, streetlamp, fire hydrant or utility sign, pole or fixture.

The display of a religious item that is not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Display of Religious Items Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23 day of August, 2023.

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

_____
Notary Public – State of Texas

After Recording Please Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080172
Pages 4

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
SECURITY MEASURES POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Security Measures Policy (the "***Policy***") is to provide guidance regarding security measures on Lots as authorized by Texas Property Code 202.023 (the "***Code***"). The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy regarding security measures on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded under Clerk's File No. 2023064045 in the Official Public Records of Montgomery County, Texas, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (the "***ARC***"), means prior written approval by the ARC.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in the Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. The provisions of this Policy are in addition to any other applicable guidelines, rules, or policies. This Policy is effective upon the recording of same. After the effective date, in the event of a conflict between the terms of this Policy and any previously adopted guidelines, rules, or policies addressing security measures, this Policy will control.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. SECURITY MEASURES POLICY

1. **ARC Application Required**. Before any security measure contemplated by Section 202.023(a) of the Code is constructed or otherwise erected on a Lot, an ARC application must be submitted to the Association and approved in writing in accordance with the Dedicatory Instruments. The following information must be included with the application:

a. Type of proposed security measure;

b. Location of proposed security measure;

c. General purpose of proposed security measure; and

d. Proposed construction plans or site plan.

Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;

b. Easements in the area in which the security measure is to be installed; and

c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ARC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

2. **Type of Fencing**. The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

a. The following type of security measure fencing is approvable:

i. Steel flat top metal fencing measuring 6 feet in height. Fence must be painted black. Decorative embellishments are prohibited.

ii. Pickets must be 3/4", 4" on center with 1-1/4" top and bottom rails.

iii. Any driveway or pedestrian gates installed must be comprised of the same material as the security measure fencing, must swing inward and equipment must be kept screened from view with evergreen shrubs.

iv. *When a metal picket fence meets a wood fence, the metal fence may not be attached to the wood fence. The metal fence is to be terminated with a 3 inch post adjacent to the wood post.*

v. *Placement of fencing must comply with all state and local regulations.*

The ARC has the discretion to determine any other types of approvable security measure fencing that are in addition to the type listed in this Policy.

b. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) (the "***Affected Lots***"), all Owners of record of the Affected Lots must sign the ARC application evidencing their consent to the security measure fencing before the requesting Owner (the "***Requesting Owner***") submits the ARC application to the ARC. In the event that the Affected Lot Owner(s) refuse to sign the ARC application as required by this section, the Affected Lot Owner(s) and Requesting Owner acknowledge and agree that the Association has no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

3. **Burglar Bars and Security Screens**. All burglar bars, security screens, and front door entryway enclosures must be black, or any color approved by the ARC. Notwithstanding the foregoing, the ARC has the discretion to approve another color for burglar bars, security screens and front door entry enclosures if, in the sole and absolute discretion of the ARC (subject to an appeal to the Board in the event of an ARC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the Dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or an add-on) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

4. **Location**. A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence may be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

5. **Disputes; Disclaimer; Indemnity**. Security measures, including, but not limited to, security cameras and security lights, may not be permitted to be installed in a manner that the security measure is aimed or directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or Occupant. **In the event of a dispute between Owners or Occupants regarding security measure fencing, or a dispute between Owners or Occupants regarding the aim or direction of a security camera or security light, the Association has no obligation to participate in the resolution of the dispute. The dispute will be resolved solely by and between the Owners or Occupants.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ARC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ARC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ARC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ARC (COLLECTIVELY REFERRED TO AS THE "*INDEMNIFIED PARTIES*") FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

The installation of a security measure that is not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Security Measures Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23 day of August, 2023.

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

_____
Notary Public – State of Texas

After Recording, Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080175
Pages 6

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
SOLAR ENERGY DEVICES AND ROOFING MATERIALS POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Solar Energy Devices and Roofing Materials Policy (this "***Policy***") is to provide guidance regarding the installation of solar devices and roofing materials pursuant to Texas Property Code Sections 202.010 and 202.011. The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy concerning the installation of solar energy devices and roofing materials on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas, under Clerk's File No. 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee ("***ARC***"), means prior written approval by the ARC.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in Sections 202.010 and 202.011 of the Texas Property Code, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. SOLAR DEVICES AD ROOFING MATERIALS POLICY

A. SOLAR ENERGY DEVICES

Pursuant to Texas Property Code §202.010, solar energy devices, including solar panels, are restricted in the following manner:

Prohibited Solar Energy Devices:

Solar energy devices, as referred to in this Policy, are defined as set forth in the Texas Tax Code §171.107. Solar energy devices are prohibited in the following circumstances:

1. Solar energy devices that have been adjudicated by a court to be a threat to public health or safety, or to violate a law;

2. Solar energy devices that are located on property owned or maintained by the Association;

3. Solar energy devices that are located on property that is owned in common by the Members;

4. Solar energy devices that are located on the Owner's property, other than:

   a. On the roof of the Dwelling or another permitted structure; or

   b. In a fenced yard or patio owned and maintained by the Owner;

5. Roof-mounted solar energy devices that extend higher than or beyond the roofline;

6. Subject to Item 7 below, if roof mounted, solar energy devices that are mounted in an area other than the back of the home;

7. Roof-mounted solar energy devices that are located in an area *other* than an area designated by the Association, unless the alternate location increases the estimated annual energy production by more than 10% above the area designated by the Association (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory);

8. Roof-mounted solar energy devices that do not conform to the slope of the roof and have a top edge that is not parallel to the roofline;

9. Roof-mounted solar energy devices that have frames, support brackets, or visible piping or wiring containing colors other than silver, bronze, or black tones;

10. Solar energy devices that are located in a fenced yard or patio that are taller than the fence;

11. Solar energy devices that, as installed, void material warranties; and

12. Solar energy devices that were installed without prior approval by the Association or ARC.

If the proposed solar energy devices do not fall within one of the above-prohibited categories, the Association or ARC may not withhold approval of the installation of the solar energy devices unless the Association or ARC determines in writing that placement of the solar energy devices, as proposed by the Owner, constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to a person of ordinary sensibilities. The written approval of the Owner's proposed location by all Owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

B. ROOFING MATERIALS

Pursuant to Texas Property Code §202.011, the installation of the following roofing materials is permitted:

1. Wind or hail resistant roofing materials;

2. Materials that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and

3. Materials that provide solar generation capabilities.

The above-enumerated acceptable materials, when installed, must:

1. Resemble the shingles used or otherwise authorized for use within the Property;

2. Be more durable than, and of equal or superior quality to, the shingles authorized for use within the Property; and

3. Match the aesthetics of the property surrounding the Owner's property.

C. ARC APPROVAL

An applicant's submission of plans must include a completed application for ARC review, a site plan or roof plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or a sample of material, if applicable. The color of the materials being used in relation to the roof or house color, the visibility from public streets and neighboring properties or Common Areas, and any noise created and/or light reflected are of specific concern to the Association and the ARC.

Any installation not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

This Policy does not apply to property that is owned or maintained by the Association.

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Solar Energy Devices and Roofing Materials Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of the Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23rd day of August, 2023.

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

_____
Notary Public – State of Texas

After Recording Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

Doc #: 2023080174
Pages 5

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

STONEBROOKE COMMUNITY ASSOCIATION, INC.
SWIMMING POOL ENCLOSURES POLICY

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Swimming Pool Enclosures Policy (this "***Policy***") is to provide guidance regarding swimming pool enclosures authorized by Texas Property Code Section 202.022 (the "***Code***"). The Board of Directors (the "***Board***") of Stonebrooke Community Association, Inc. (the "***Association***") has determined that it is in the best interest of the Association to establish this Policy regarding swimming pool enclosures on property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Stonebrooke, recorded in the Official Public Records of Montgomery County, Texas, under Clerk's File No. 2023064045, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into Stonebrooke and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

Any reference made in this Policy to approval by the Architectural Review Committee (the "***ARC***"), means prior written approval by the ARC for the Association.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority granted in the Code, the Board adopts this Policy which runs with the land and is binding on all Owners and Lots within the Property. The provisions of this Policy are in addition to any other applicable guidelines, rules, or policies. This Policy is effective upon the recording of same. After the effective date, in the event of a conflict between the terms of this Policy and any previously adopted guidelines, rules, or policies addressing swimming pool enclosures, this Policy controls.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. SWIMMING POOL ENCLOSURES POLICY

A. DEFINITIONS

For purposes of this Policy, "***Swimming Pool Enclosure***" means a fence that:

1. Surrounds a water feature, including a swimming pool or spa, located on a Lot within the Property;

2. Consists of transparent mesh or clear panels set in metal frames;

3. Is not more than 6 feet in height; and

4. Is designed to not be climbable.

B. SWIMMING POOL ENCLOSURES

1. Approved Swimming Pool Enclosures

The installation of a Swimming Pool Enclosure that is black in color, consists of transparent mesh set in metal frames, is less than or equal to 6 feet in height, and conforms to all applicable state or local safety requirements ("***Approved Swimming Pool Enclosure***") is considered pre-approved by the ARC and does not need to be submitted to the ARC for review and approval.

2. Swimming Pool Enclosures Requiring ARC Approval

The installation of a Swimming Pool Enclosure, other than an Approved Swimming Pool Enclosure, on a Lot requires prior written approval from the ARC. Any such Swimming Pool Enclosure is subject to the following parameters:

(a) Swimming Pool Enclosures may not exceed 6 feet in height, unless otherwise approved by the ARC.

(b) Swimming Pool Enclosures must conform to all applicable state or local safety requirements.

(c) Swimming Pool Enclosures may contain frames (a) composed of materials such as, by way of illustration and not limitation, metal, wood, or polycarbonate plastic; and (b) composed of colors such as, by way of illustration and not limitation, white, silver, transparent, or black tones.

(d) Swimming Pool Enclosures may contain panels or screens (a) composed of materials such as, by way of illustration and not limitation, transparent mesh, glass, or polycarbonate plastic; and (b) composed of colors such as, by way of illustration and not limitation, clear, white or light blue.

The submission of plans related to a Swimming Pool Enclosure must include a completed application for ARC review, a site plan showing the proposed location of the Swimming Pool Enclosure, the type of Swimming Pool Enclosure to be used, and a copy of the manufacturer's brochures or a sample of material, if applicable. In considering the appearance of a Swimming Pool Enclosure, the ARC may take into account such factors including, but not limited to, the overall size of the pool, the size and configuration of the Lot, the location of the Lot in the Property, the location of the pool and Swimming Pool Enclosure on the Lot and the visibility of the Swimming Pool Enclosure from streets, other Lots, and Common Areas.

The installation of a Swimming Pool Enclosure that is not in compliance with this Policy is considered a violation of the Dedicatory Instruments governing the Property.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as Secretary of the Stonebrooke Community Association, Inc., the foregoing Swimming Pool Enclosures Policy was approved on the 23rd day of August, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 23 day of August, 2023.

By: _____
Print Name: Travis Janik
Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF Fort Bend §

BEFORE ME, on this day personally appeared Travis Janik, the Secretary of Stonebrooke Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 23 day of August, 2023.

ETHAN SCOTT ZENZEN
Notary ID #134411028
My Commission Expires
June 15, 2027

_____
Notary Public – State of Texas

After Recording Please Return To:
Jane W. Janecek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Doc #: 2023080177
Pages 5

E-FILED FOR RECORD
08/24/2023 08:16AM

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas

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

08/24/2023

L. Brandon Steinmann
County Clerk,
Montgomery County, Texas