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SUGARBERRY PLACE PHASE II HOMEOWNERS ASSOCIATION, INC.
RULES, REGULATIONS & POLICIES

GENERAL

- I. FINES
- II. PARKING POLICY
- III. TRASH
- IV. PETS
- V. ENFORCEMENT OF LOT MAINTENANCE
- VI. PLAYGROUND & SPORTS EQUIPMENT

The Sugarberry Place Phase II Homeowners Association, Inc. is a Texas non profit corporation located in Harris County, Texas. The subdivision was established by a Declaration filed of record in the Official Public Records of Real Property in Harris County, Texas. These rules are made and adopted pursuant to the authority granted by the Declarations, the By-Laws, and pursuant to the authority granted to the Board of Directors in Article III and XI of the Declaration.

The following Rules, Regulations and Policies are effective June 1, 2011, and are applicable to all Owners, tenants, families, and guests. All Owners are responsible for the instruction and supervision of their families, tenants, and/or guests as to the provisions of all the Rules, Regulations and Policies, Bylaws, and Declaration, and Owners must provide a copy of these documents to their tenant(s).

I. FINES

Fines may be imposed against Unit Owner(s) for any infraction of the Declaration, By-Laws, or Rules and Regulations by Owners or occupants or guests of their units. This policy will become effective June 1, 2011. The fining structure will be as follows:

- | | |
|-------------------|--|
| 1. First Offense | Thirty (30) Day Warning Notice (except where stated otherwise in these Rules and Regulations). |
| 2. Second Offense | \$50.00 fine |
| 3. Third Offense | \$100.00 fine |

If you are given a warning or are fined, you have a right to request an appeal of the warning or fine before a Board panel, in writing, within thirty days of your receipt of the warning or fine. The Board panel decision shall be final.

After the first warning if the matter is not cured or reoccurs, the Board may refer the matter to legal counsel without further warning, or assess a fine. In the event a violation threatens the health, safety or welfare of other residents or guests, the matter may be turned over to the association's attorney without sending a warning. If the matter is referred to legal counsel, legal fees will be incurred.

If the offense reoccurs or continues after the third notice, the Association will continue to assess a \$200.00 fine every month the violation exists or each time it occurs until abated, and the Board may

refer the matter to legal counsel. All fees, including all attorney's fees incurred by the Association in enforcing the governing documents and Rules, will be charged to the Owner of the Unit from which the violation occurred and will be added to the Owner's account.

The Fine Policy conditions are as follows:

1. No one will be fined without the Association first sending a thirty (30) day warning notice to the Owner (if known). (DOES NOT APPLY TO VANDALISM, GRAFFITI, FIREWORKS, GATE DAMAGE, POOL AREA DAMAGE, OVERSIZED VEHICLES, INOPERABLE VEHICLES, UNLICENSED VEHICLES, SALVAGE VEHICLES, LIVESTOCK, REFUSE, AND ITEMS OR ACTIVITIES NECESSITATING IMMEDIATE INTERVENTION, WHICH MAY BE SUBJECT TO IMMEDIATE FINES OR REFERRAL TO LEGAL COUNSEL. THE ASSOCIATION IS THE SOLE ARBITER OF ALL ITEMS OR ACTIVITIES NECESSITATING IMMEDIATE INTERVENTION).
2. All warning notices shall describe the violation and provide the required date of compliance.
3. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
4. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than thirty (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute.
5. Notification will be sent to the writer of the letter informing him or her of the date of the Board meeting when the dispute will be discussed.
6. The Owner filing the dispute will be placed on the Board Meeting agenda and the Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
7. The Board's decision after the hearing is final and any affirmed or non-appealed fines will be due and payable on the first of the next month after notification.
8. Should any offense reoccur within twelve months after the first occurrence of a similar violation, no thirty (30) day notice will be given, and the appropriate fine will be immediately imposed.
9. Any Owner who has more than two (2) violations within sixty days will be required to provide written proof of notices and action taken against any tenant(s) committing violations against the Association. The Association may request a meeting with the Owner, or take legal action to enforce the Declarations, Bylaws, or these rules.

The Hearing Policy conditions are as follows:

1. Appeal requests must be in writing, and must be delivered via e-mail, fax, regular mail or hand delivery to the Management Company within thirty days of any warning notice or imposed fine.

2. All fines will be held in abeyance pending an appeal hearing before a Board panel or the Board of Directors.
3. Written notice of appeal hearings shall be sent to a homeowner at their last known mailing address.
4. A homeowners failure to appear at an appeal hearing shall be considered a waiver of appeal rights, and all fines shall be immediately reinstated.
5. All appeal hearings shall be decided by majority vote.

II. PARKING POLICY

1. Each Owner's (or tenant's) automobiles may not be parked anywhere other than in the driveways or garages. Parking in the front yard is prohibited at all times.
2. Parking is allowed in the street, with the flow of traffic, between 5 a.m. and 12 midnight. Parking permits are available for overnight parking for up to three nights for guests.
3. Vehicles which are not in daily usage off the premises during any 72 hour period are considered stored.
4. Major automobile repairs, other than the changing of fluids are not permitted to be performed in the driveways, unless the vehicle being repaired is in the garage.
5. Inoperative vehicles are not to be stored, parked, abandoned, left or permitted in public view or stored in driveways.

III. TRASH

Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot

or stored in a suitable enclosure on the Lot.

IV. PETS

Common household pets, only, are allowed in the subdivision, provided such pets are not kept or maintained for commercial or breeding purposes, subject to the following:

1. Pet Owners are responsible for the immediate removal of wastes left by their pets anywhere off of their own property.
2. No animal shall be permitted to bark, howl or make other excessive noises which may disturb other owners or residents.
3. The Association's Bylaws and Harris County Ordinances require all pets to be on a leash and accompanied by their owner when outdoors.
4. No animal is permitted within the perimeter fencing of the swimming pool.
5. No livestock, poultry, or non-domesticated animals are permitted in the subdivision.

V. ENFORCEMENT OF LOT MAINTENANCE

Each Owner of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (and the area between the boundary lines of adjacent property and adjacent Streets if such area is not otherwise maintained), so as to keep same in a clean, sightly and safe condition and to conform with any specific standards which the Board of Directors may adopt by resolution for the Properties. An Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the removal of all snow and ice from paved areas; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets.

Homeowners shall maintain their residence in a state of repair that maintains harmony with existing structures.

VI. PLAYGROUND & SPORTS EQUIPMENT

All playground equipment such as play houses and swing sets shall be situated, concealed and shielded so as not to be visible from any Street. Basketball goals attached to the residence or mounted on a pole in the ground shall not be located on a Lot so as to be visible from the street in front of the residence or from the side street on corner Lots. Basketball goals mounted on moveable platforms may be temporarily located in the front of a residence while in use as long as they are moved to the garage or rear of the residence when not in use.

Adopted by unanimous vote of the Board of Directors of the Sugarberry Place Phase II Homeowners Association, Inc., at a meeting held on April 27, 2011.

Signed this the 12 day of May, 2011.

SUGARBERRY PLACE PHASE II HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]
Printed name: Renee Eley, Director

BY: Candis Bolton
Printed name: Candis Bolton, Director

BY: [Signature]
Printed name: Ashley Eaton, Director

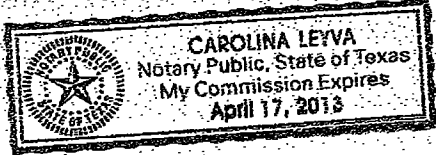
for

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 10 day of May, 2011, by Renee Foley, as a Member of the Board of Directors of SUGARBERRY PLACE PHASE II HOMEOWNERS ASSOCIATION, INC., on behalf of said Association.



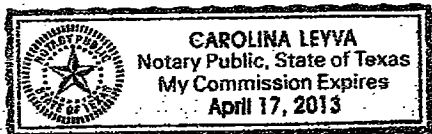
[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12 day of May, 2011, by Carole Bolton, as a Member of the Board of Directors of SUGARBERRY PLACE PHASE II HOMEOWNERS ASSOCIATION, INC., on behalf of said Association.



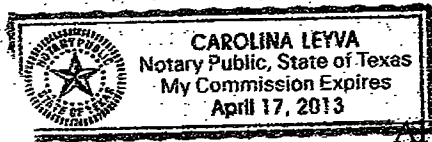
[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 13 day of May, 2011, by Ashley Eaton, as a Member of the Board of Directors of SUGARBERRY PLACE PHASE II HOMEOWNERS ASSOCIATION, INC., on behalf of said Association.



[Signature]
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

LAMBRIGHT & ASSOCIATES
5851 San Felipe, Suite 860
Houston, Texas 77057

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

FILED
2011 MAY 23 PM 1:18
Stan Stancut
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



MAY 23 2011

Stan Stancut
COUNTY CLERK
HARRIS COUNTY, TEXAS