

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Lone Star Ranch Property Owners Association, Inc. , a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: **Rules, Regulations and Policies Regarding Collections of Maintenance Assessments and Impositions of Fines for Violations of the Declaration.**

The documents attached hereto are subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) *Lone Star Ranch Section One*, A subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at cabinet 00L, Sheet 0001, Real Property Records of Montgomery County, Texas;
- 2) *Lone Star Ranch Section Two*, A subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at cabinet 00M, Sheet 0015, Real Property Records of Montgomery County, Texas;
- 3) *Lone Star Ranch Section Three*, A subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at cabinet 00N, Sheet 0056, Real Property Records of Montgomery County, Texas;
- 4) *Lone Star Ranch Section Four*, A subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at cabinet 00Q, Sheet 0086, Real Property Records of Montgomery County, Texas;
- 5) *Declaration of Covenants, Conditions and Restrictions* for Lone Star Ranch Section One: File number 9897851 and Film number 471-00-1038, recorded in the Real Property Records of Montgomery County, Texas;
- 6) *First Amendment of Declaration of Covenants, Conditions and Restrictions* for Lone Star Ranch Section One: File number 99024594 and Film number 513-00-2368, recorded in the Real Property Records of Montgomery County, Texas;

- 7) *Declaration of Covenants, Conditions and Restrictions* for Lone Star Ranch Section Two: File number 99042331 and Film number 537-00-2478, recorded in the Real Property Records of Montgomery County, Texas;
- 8) *Declaration of Covenants, Conditions and Restrictions* for Lone Star Ranch Section Three: File number 99096829 and Film number 620-00-0034, recorded in the Real Property Records of Montgomery County, Texas;
- 9) *Declaration of Covenants, Conditions and Restrictions* for Lone Star Ranch Section Four: File number 2001083761 and Film number 943-00-0128, recorded in the Real Property Records of Montgomery County, Texas;
- 10) *Amended and Restated Bylaws of the Lone Star Ranch Property Owners' Association*: File number 2005-137577 and Film number 974-10-2933, recorded in the Real Property Records of Montgomery County, Texas;
- 11) *Lone Star Ranch Rules, Regulations and Policies Regarding Collections of Maintenance Charges, and Imposition of Fines for Violations of Declaration*: File number 2018029462, recorded in the Real Property Records of Montgomery County, Texas;
- 12) *Lone Star Ranch Property Owners Association, Inc. Records Production and Copying Policy* recorded under Clerk's File No. 2021161553 in the Official Public Records of Montgomery County, Texas;
- 13) *Lone Star Ranch Property Owners Association, Inc. Records Retention Policy* recorded under Clerk's File No. 2021178902 in the Official Public Records of Montgomery County, Texas;
- 14) *Lone Star Ranch Property Owners Association, Inc. Resolution Regarding Alternative Payment Schedule Guidelines for Certain Assessments* recorded under Clerk's File No. 2021178900 in the Official Public Records of Montgomery County, Texas;
- 15) *Lone Star Ranch Property Owners Association, Inc. Resolution Adoption Rules and Regulations Regarding Use of Reserves* recorded under Clerk's File No. 2021178909 in the Official Public Records of Montgomery County, Texas; and
- 16) *Lone Star Ranch Property Owners Association, Inc. : Amended and Restated Bylaws* recorded under Clerk's File No. 2021178909 in the Official Public Records of Montgomery County, Texas.

SIGNED on this the 24th day of March 2022.



Printed Name: Sarah B. Gerdes
Attorney/ Agent for Lone Star Ranch Property
Owners Association, Inc.

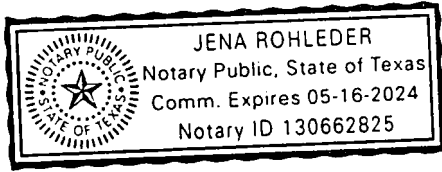
VERIFICATION

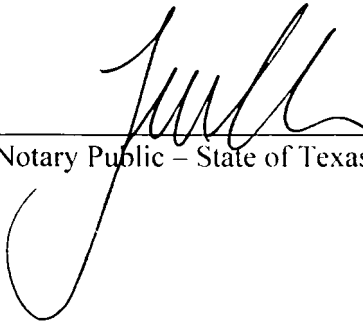
THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 24th day of March 2022.





Notary Public – State of Texas

RETURN TO:

ISG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479

**Lone Star Ranch Property Owners Association, Inc.
A Texas Non-profit Corporation**

**RULES, REGULATIONS AND POLICIES REGARDING
COLLECTIONS OF MAINTENANCE ASSESSMENTS, AND
IMPOSITION OF FINES FOR VIOLATIONS OF DECLARATION**

The Board of Directors of Lone Star Ranch Property Owners Association, Inc. ("the Association") hereby adopts the following Rules, Regulations and Policies regarding collection of maintenance assessments, and imposition of fines for violations of the Declaration of Covenants, Conditions and Restrictions for Sections one (1) through four (4) of the Lone Star Ranch Subdivision, as filed in the Real Property Records of Montgomery County, Texas ("the Declarations").

Definitions: Unless otherwise stated, the definitions set forth in the Declarations shall be applicable hereto.

COLLECTION OF MAINTENANCE ASSESSMENTS

1. As provided by the Declarations, annual Maintenance Assessments are due in full by January 10th of each year.
2. Any Maintenance Assessment which remains unpaid after the 20th day of January of each year shall be subject to a charge of \$25.00 per month; such late charge to be imposed on the 20th day of each month until outstanding late charges, attorney fees, other costs of collection, and the Maintenance Assessments, have been paid in full.
3. All payments received from an owner shall be applied against the owner's account in the following order: (1) delinquent assessments, (2) current assessments, (3) attorney's fees, (4) fines, and (5) any other amount owed.
4. If there is an account balance due on an annual Maintenance Assessment after the 20th day of January of any year, the managing agent may send a notice advising the Owner that the Maintenance Assessment is late, and that the Maintenance Assessment, late charge, and collection fee by the managing agent must be paid in full within thirty (30) days. In such event, the managing agent will inform the Owner if the Owner's right to dispute the amount shown to be due before the Board, if a written request to do so is received within thirty (30) days of the date of the letter. The letter will also inform the Owner that after forty-five (45) days, if the account balance remains unpaid, it is subject to having legal action initiated for the Association to begin formal collection activities.
5. Any Maintenance Assessment remaining unpaid as of March 31st of any year, or any account accruing five hundred (\$500.00) or more in Maintenance Assessments, late charges, attorney fees and collection charges, and/or interest may have legal action initiated for collection.
6. All attorney fees, court costs, and other related charges of collection incurred by the Association, the management company or the Association's attorney will be charged to the delinquent Owner's account. All such charges will be added to the amount of the Maintenance Assessments and collected as if they were Maintenance Assessments.
7. Once turned over to the Association's attorney, the attorney will be authorized to send demand letter demanding payment for the account balance, plus the attorney's fee for such demand letter, within thirty (30) days of such letter.
8. If the Owner does not pay the account balance and legal fees in full within the time required by the initial demand letter, the Association and/or attorney is authorized to send a second letter demanding payment in full, plus any additional fees for the second demand letter, within thirty (30) days, and if not so paid, a lawsuit may be filed against the Owner to collect all monies due and to seek foreclosure on the Owner's property.
9. If the account balance is not paid in accordance with the above demands, the Association and/or attorney is authorized to file a lawsuit seeking the monies due, in addition to all Maintenance Assessments, late charges,

attorney fees, court costs and interest which come due during the pendency of the lawsuit, and to seek an Order allowing the foreclosure of the Owner's property.

10. If a judgment is taken against the Owner, and arrangements have not been made by the Owner to pay the account balance by the foreclosure day noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale.
11. At all times during the collection process, the Association, or its attorney, is authorized to enter into reasonable arrangement with Owners in an attempt to collect the monies owed to the Association, and a fee may be charged for an agreement reflecting the payment arrangement. In the absence of a reasonable payment schedule, or full payment of the Owner's account, the Association, or its attorney, is authorized to complete the entire collection process without necessity of further instruction or authorization.
12. An owner's failure to pay Maintenance Assessments and other monies required herein shall result in the owner's loss of membership privileges as outlined in the Bylaws of the Lone Star Ranch Property Owner's Association, including, but not limited to use of common areas and Architectural Control projects approval.

FINES FOR VIOLATIONS OF THE DECLARATIONS

Fines may be imposed against any owner for any violation, whether by the owner of the property or any tenants thereof, of the Declarations, By-Laws, or the Rules, Regulations and Policies approved by the Association. The procedures regarding fines will be as follows:

Notice of Violation (209 Notice): Should the Association determine that an owner is in violation of the Declarations, then the Association, or its managing agent, shall provide to the owner a notice of such violation, which shall describe the violation, provide for thirty (30) days to cure the violation, and shall notify the owner of his right to request a meeting with Board, in writing, within thirty (30) days of the date of the notice of violation. Repeat violation shall impose the **First Notice Fine** automatically.

First Notice of Fine - \$200.00: If the violation is not cured within thirty (30) days from the **Notice of Violation** and the Owner has not requested a meeting with the Board within thirty (30) days of the notice of violation, then the Association shall impose a fine of **\$200.00** on the owner, and the Association or its managing agent shall give notice of the fine to the owner, which shall describe the violation, demand payment of the fine, and notify the owner of his right to request a meeting with Board, in writing, within thirty (30) days of the date of the notice of fine. **If the violation is not cured within the forty-five (45) day period after the date of the Notice of Fine, then, at the Board's discretion, the Association may take legal action to force the owner to cure the violation, without further notice to the owner.**

Second Notice of Fine - \$300.00 and Attorney: If the violation is not cured within thirty (30) days of the **First Notice of Fine** and the Owner has not requested a meeting with the Board within thirty (30) days of the date of the first notice of fine, then the Association shall impose a fine of **\$300.00** on the owner, and may send the violation to the Association's attorney, the Association or its managing agent shall give notice of the fine to the owner, which describe the violation and demand payment of the fine, and that the matter may have legal action taken to force the owner to cure the violation.

Legal Action: If the Violation is not cured within the sixtieth (60th) day of the date of the first notice of fine, the Association may take legal action to force the owner to cure the violation. **All fines, penalties, attorney fees, court costs, and monies awarded by the Courts in such legal action will be added to the owner's account balance and shall be due and payable to the Association.**

Exceptions to Fines Schedule: The following provision will prevail over the foregoing provisions, except that the owner will have the right to request a hearing with Board, by giving notice in writing within thirty (30) days of the notice of the violation or the notice of fine:

- 1) **Vandalism / Damage to Common Elements:**
 - In addition to notifying law enforcement authorities, and charges being filed, the owner who is responsible for the vandalism / damage (or the owner whose children / tenant are responsible for the vandalism / damage) will be liable for an automatic **\$500.00** fine which will be assessed against the owner's account, and will be liable to the Association for all repair costs.
 - If the fine and cost of repair are not paid by the responsible owner within thirty (30) days of the date the notice of the fine and costs of repairs has been sent to the responsible owner, the matter have legal action taken against the responsible owner.

- 2) **Force mows and Lot Maintenance:**
 - Notice of Violation with fifteen (15) days to cure, or the Association will "force mow"
 - If not cured within fifteen (15) days of the notice of violation, a fine of **\$50.00** will be assessed against the owner, in addition to a *minimum* mowing charge of **\$100.00**.

- 3) **Garage Sale Signs and / or Other Signage:**
 - Definition of signage: Garage sales, baby showers, birthday parties, ect. (excluding political signage which is defined by the Declarations). No For Sale or Advertising signage is allowed in common areas.
 - All signage must have a date, day, time, and address on them. It must be thirty-six by thirty-six (36x36) inches or smaller. Must comply with the Declarations.
 - If signage is not in compliance with above. It will be removed immediately.
 - All signage must be removed within twenty-four (24) hours of the ending of the event.
 - If an owner has not removed the signage within twenty-four (24) hours. Notice will be given of violation; a **\$50.00** fine will be assessed against the owner for removal of signage.

- 4) **Oversized Vehicles:** (including, but not limited to dump trucks, 18 wheelers, bob tails, trailers, commercial vehicles, and maintenance of said vehicles) and inoperable, unlicensed or "junk" vehicles as defined by the Declarations:
 - Notice of Violation requesting immediate removal of the vehicle.
 - If said vehicle is seen parked within the confines of the subdivision more than fifteen (15) days after the date of the notice of violation, a **\$200.00** fine will be assessed against the owner, and the matter may have legal action taken. Repeat violation shall impose a **Second Notice of Fine** automatically.

- 5) **Livestock and / or Health related issues such as:**
 - Fowl, pigs, goats, cattle, horse(s), ect.
 - Excessive trash, garbage and litter.
 - Notice of violations requesting immediate compliance with the Declarations.
 - If the violation is not cured within fifteen (15) days after the date of the notice of violation, a **\$200.00** fine will be assessed against the owner, and the matter may have legal action taken.

- 6) **Architectural Control Committee (ACC) Modification Request:**
 - If an owner fails to file an Architectural Control Committee Application Request Form prior to making any modifications to the owner's property, the Architectural Control Committee Application fee goes from **\$10.00** to **\$100.00**.
 - If an owner fails to file an Architectural Control Committee Modification Request prior to making any modifications to the owner's property, a **\$500.00** fine will be assessed, and the matter may have legal action taken against the non-complying owner.
 - If an owner makes any modification that differentiates from an approved Architectural Control Committee Application without prior approval, a **\$100.00** fine will be assessed.

Appeal Process: Owners who have received notices of violations and/or notices of fines may appeal the same, as follows;

- A. All Appeal of Violations Request forms shall be in writing and delivered (by mail, electronic, or hand) to the Board in care of the managing agent.
- B. All Appeal of Violation Request forms shall be postmarked within thirty (30) days of the mailing date of the notice of violation or notice of fine.
- C. In the event that a timely request for a hearing is received, any fine(s) will be held in abeyance pending the outcome of the hearing.

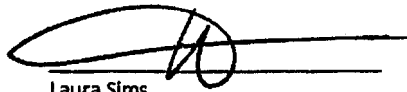
- D. The majority of Board Directors will assemble and convene the Hearing. The Hearing will be held at a time and place selected by the Board of Directors. At least fourteen (14) days notice will be given to all parties.
- E. Not less than ten (10) days prior to the hearing, the Association and owner shall have delivered to the opposite party any evidence it intends to present at the Hearing.
- F. A majority vote of the Board will decide the outcome of the Hearing.
- G. All hearing procedures are intended to comply with law of the land or any statute thereof and changes in the process and procedures will be made as necessary to satisfy this intent. The decision of the Board shall be considered the final decision.
- H. Should an owner initiate an appeal but fail to appear at the Hearing in a timely manner, the owner will be deemed to be non-responsive, the violation shall be assumed valid, and the appeal shall be denied.
- I. Upon denial of the appeal or failure of the owner to appear at the Hearing, all fines will be reinstated and charged to the owner's account. In addition, if the violation has not been cured, the matter may have legal action taken.

The foregoing Rules, Regulations and Policies regarding Collection of Maintenance Assessments, and Imposition of Fines for Violation of the Declarations, were adopted and approved by a majority vote of the Board of Directors of Lone Star Ranch Property Owners Association, Inc. at a meeting held on March 10, 2022.

Lone Star Ranch Property Owners Association, Inc.

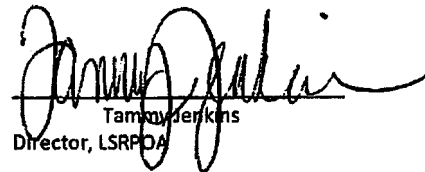


Jason Bell
President, LSRPOA



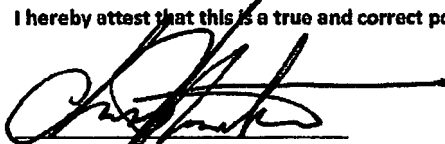
Laura Sims
Vice-President, LSRPOA

Daniel Romero
Treasurer, LSRPOA



Tammy Jenkins
Director, LSRPOA

I hereby attest that this is a true and correct policy of Lone Star Ranch Property Owners Association, Inc.



Chris Hoffmeister
Secretary, LSRPOA

E-FILED FOR RECORD

03/25/2022 09:24AM



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.

03/25/2022



County Clerk
Montgomery County, Texas