

ASSOCIATION SECRETARY'S CERTIFICATION
Of
STONEHENGE LAKE SECTION HOMEOWNERS ASSOCIATION,
INC.

*Policies & Procedures for:
Posting, Maintenance, and Removal of Signs*

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned is the Secretary and Keeper of Records for Stonehenge Lake Section Homeowners Association Inc. (Hereafter referred to as "Association"), a Texas non-profit corporation first set forth and described by the "Declaration of Covenants, Conditions and Restrictions Stonehenge Lake Section," recorded under file number F619664 in the Harris County Real Property Records. The secretary hereby certifies that the attached document is a true and correct copy of the Association's

"Policies & Procedures for: Posting, Maintenance, and Removal of Signs"

IN WITNESS WHEREOF, the undersigned secretary executes this certification, on the 30th day of October, 2013.

By: Melvin D. Vicars
Secretary

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RP 089-42-0047

Ret:
Randall Management
6200 Savoy Dr. Ste # 420
Houston, Tx. 77036

Date: 10/30/13

By: Carolina Leyva

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of October, 2013



Notary Public in and for the State of Texas



RP 089-42-0048

STONEHENGE LAKE SECTION HOMEOWNERS ASSOCIATION, INC.

*Policies & Procedures for:
Posting, Maintenance, and Removal of Signs*

1.0 PURPOSE

To define the Association's policy on the posting, maintenance and removal of signs of all types in the subdivision.

2.0 SCOPE

Applies to all owners and residents of Stonehenge Lake Section Homeowners Association, Inc. (hereinafter, "Lake at Stonehenge") residing in the Property Owners' Association, plus all other individuals, companies, associations, and similar entities desiring to post or maintain signs in the subdivision.

3.0 DEFINITION

- Sign: Any permanent or temporary publicly displayed message meant to advertise or convey information. Includes messages and/or information applied to fixed objects as well as such objects as posters, boards or paper materials containing information meant to be read;
- Association: Stonehenge Lake Section Homeowners Association, Inc.;
- Committee: The Architectural Control Committee of the Association;

4.0 REFERENCES

- Tex. Prop. Code §§ 202, 204, 209
- Deed Restrictions for Lake at Stonehenge

5.0 POLICY

- a) Except for signs described in Sections 5.0 (f) and (g), no sign of any type may be erected or allowed to remain in the subdivision without prior written approval of the committee;
- b) Except for "Vehicle for Sale" signs attached to the vehicle for sale, all signs must be free-standing. No sign of any type may be attached to any part of any fence, mailbox, house, garage, structure or existing sign, including the support structure for that existing sign.

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Example: No sign may be taped to the post supporting any City, County or State-owned road signs;

- c) No sign may be placed on any property other than the owner's except as specifically set out herein or as approved in writing by the committee. This includes vacant lots, esplanades, right-of-ways, easements, recreational areas and common areas;
- d) No commercial notices may be placed on any common element, and no home improvement company or similar signs may be placed on lots at any time;
- e) Signs which violate Deed Restrictions, these policies and/or local City, County, State or Federal Laws may be removed by the Association and the Association will devote its best efforts to recovering the costs of such removal services from the individual or company erecting the sign. In calculating these costs, the Association will include all related expenses, including (but not limited to):
 - a. Legal;
 - b. Accounting;
 - c. Administrative;
 - d. Mailing;
 - e. Amortization of related equipment such as video cameras used to gather evidence;
 - f. Supplies such as video tape, camera film, office supplies, and gasoline;
 - g. Contract labor.
- f) The following types of signs are approved for continuous display, and no additional approvals are required from the association.
 - City, County and State street signs;
 - Traffic control, warning, and information signs erected by government agencies;
 - Warning or informative signs erected by utility companies, including security service providers;
 - Builders' signs for builders who are actively involved in building and selling homes in the subdivision, if approved by the owner of the property where the sign is posted. Such signs must be removed within thirty (30) days after the sale of the builder' last house in the subdivision;

- House numbers on a house, mailbox, curb, or in the yard;
 - High-quality permanent wood or metal information signs erected by the Association's Sales office, Country Club or Garden Club (if applicable);
- g) The following types of signs not larger than 28" x 28" are approved for temporary display, for the specified intervals:
- a. Real estate "For Sale" and "For Lease" signs posted in front of the property in question, while the property is for sale or lease;
 - b. Not more than three (3) real estate "Open House" signs posted at the nearest corners, while an open house event is in progress, which signs must be removed immediately after the ending of the open house;
 - c. School activity signs (band, sports, etc.) when erected on the property where the named individual resides, while the named individual continues to participate in the named activity;
 - d. Dated "Lost & Found" signs pertaining to pets or personal belongings, for a maximum of seven (7) consecutive days, when erected at street intersections;
 - e. Garage Sale signs erected only in the yard at the location where a garage sale is being conducted, and on the nearest two (2) street corners. Garage Sale signs advertising a future sale may not be erected more than twenty-four (24) hours prior to the sale, and must be removed immediately upon completion of the sale;
 - f. Yard maintenance warning signs, for a maximum of two (2) days following the application of chemicals on the yard;
 - g. Vehicle "For Sale" signs attached to the vehicle which is for sale, when the vehicle is parked on the drive at the owner's residence. (Note: Deed restrictions related to the parking or storage of vehicles still apply);
 - h. Signs announcing special occasions, such as birthdays, new babies, anniversaries, graduations, block parties, etc., if confined to the property of the honoree and/or consenting neighbors, for up to three (3) days per occasion;
 - i. Signs erected as part of holiday decorations (any size acceptable) for the duration of the specific holiday season;
 - j. Political Signs, in conformity with Tex. Prop. Code § 202.009, *et. seq.* (see below):

Sec. 202.009. REGULATION OF DISPLAY OF POLITICAL SIGNS.

- a. Except as otherwise provided by this section, a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner from displaying on the owner's property one or more signs advertising a political candidate or ballot item for an election:
 - (1) on or after the 90th day before the date of the election to which the sign relates; or
 - (2) before the 10th day after that election date.
- b. This section does not prohibit the enforcement or adoption of a covenant that:
 - (1) requires a sign to be ground-mounted; or
 - (2) limits a property owner to displaying only one sign for each candidate or ballot item.
- c. This section does not prohibit the enforcement or adoption of a covenant that prohibits a sign that:
 - (1) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
 - (2) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
 - (3) includes the painting of architectural surfaces;
 - (4) threatens the public health or safety;
 - (5) is larger than four feet by six feet;
 - (6) violates a law;
 - (7) contains language, graphics, or any display that would be offensive to the ordinary person; or
 - (8) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.
- d. A property owners' association may remove a sign displayed in violation of a restrictive covenant permitted by this section.

6.0 PROCEDURES

- a) To obtain the Association's written approval for a sign not specifically covered in the preceding sections, the resident shall submit a written request including the resident's name, address, e-mail address, telephone number, telefax number (if available), an accurate diagram or sample of the proposed sign (including dimensions), proposed posting location(s), the date interval for which approval to post is requested, and the date on which the request is submitted. This shall be submitted in person to any board member at least seven (7) calendar days before the proposed posting interval begins, or it may be mailed to the Association at least ten (10) calendar days before the proposed posting

interval begins. The Association will consider the request and respond promptly in writing, stating the reason for rejecting any request which is rejected.

- b) If a violation appears to be occurring, the investigating individual may acquire photographic evidence, and note the identity and address of the violator if possible. The investigating individual may be a member of the Association's Architectural Control Committee, one of the subdivision's Courtesy Patrol Employees, or a volunteer authorized by the Committee. This will occur either (1) upon receipt of a Deed Restriction Complaint regarding a sign; or (2) when an apparent violation is noticed by the investigating individual.
- c) The violator will be notified as soon as practical, in a manner best suited to the situation, as judged by the investigator and/or the Committee.
- d) The investigating individual may confiscate the offending sign as evidence, but only after obtaining photographic evidence clearly indicating the nature of the alleged violation.
- e) The violator may be immediately advised that a deed restriction violation is occurring and remedial costs will be incurred if the violator does not promptly remedy the situation. (The investigator is encouraged to allow the offender up to one (1) hour to remove the offending sign, if notification is practical and reasonable, in the investigator's sole judgment).
- f) If necessary, the investigator, Committee member, Courtesy Patrol employee, or maintenance worker retained by the Committee may remove the offending sign(s) and repair any damage related to the posting of the sign(s). All such work will be promptly reported to the Committee, including details of expenses incurred for labor and supplies.
- g) The Committee will arrange for the violator to be billed for the reasonable costs incurred for sign removal.
- h) The Association may arrange for a lien to be placed on the property of a violator who does not reimburse the Association for these expenses within thirty (30) days of the mailing of an invoice via certified mail to the violator's last known address. Legal, accounting, and administrative expenses are to be included in the computation of costs incurred.

7.0 RESPONSIBILITIES

- a) The Association's Architectural Control Committee is responsible for the maintenance and application of these Policies, subject to review by the Board of the Association with advice of legal counsel.

- b) The Association's accounting firm may calculate expenses relating to sign removal and will create and mail invoices, make collections, and report noncompliance, upon receipt of supporting information from the Committee.
- c) The Association's attorney or accounting firm will make arrangements for the placement of liens to secure payment of unpaid invoices, upon receipt of instructions and supporting documentation from the Committee.
- d) The Association retains the right to change these policies at any time, as governed by the Association's bylaws and the relevant Deed Restrictions.

003-47-0054

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be adequate for the best photographic reproduction (use case of film, carbon or plastic, microfilm, and paper). All electronic, additional, or other information at the time the instrument was filed and recorded.

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FILED

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Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

NOV -5 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS