

**BOARD POLICY RESOLUTION OF
SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.**

DATED: 2/10, 2012

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WHEREAS, Savannah South Community Association, Inc., is a Texas Non-Profit Corporation governed by the Texas Property Code, and more specifically Chapter 202-211; and,

WHEREAS, Savannah South Community Association, Inc. is, as of the date of the ratification and filing of this document, still under the "Declarant Control" phase as described in the Association's governing documents. Thus, during the Declarant Control period, the Declarant board, in its sole discretion, retains all rights to approve or deny any item contained within this policy to the extent it does not conflict with applicable law;

WHEREAS, Savannah South Community Association, Inc., is given authority to appoint committees as deemed appropriate in carrying out the purposes of the Board of Directors, as authorized under Article V of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate lot appearance, including lawn maintenance, refuse containers, satellite dishes, antenna and other communications equipment as authorized under Texas Property Code § 202, *et seq.* as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

Therefore, Savannah South Community Association, Inc. hereby adopts said policy regarding Said Policy regarding the aforementioned items and improvements as follows:

I. POLICY REGARDING LAWN MAINTENANCE

Article IX, Section 19, of the Declaration requires the owner of each Lot in Savannah South Community Association, Inc. to maintain the Owner's Lot in neat and attractive condition. Article IX, Section 25 of the Declaration also authorizes the Association to go onto a Lot, after written notice, to perform required maintenance work and to charge the costs incurred by the Association to perform such work to the Owner. Required maintenance of a Lot is deemed by the Board of Directors to include, without limitation:

- a. regularly mowing and edging the lawn so that the grass does not exceed a height of six inches (6") nor encroach more than 2" over sidewalks, curbs or drives;
- b. regularly maintaining landscape beds and removing weeds;
- c. regularly trimming shrubs in landscape beds to maintain an appropriate size and shape;
- d. replacing shrubs in landscape beds that die or become diseased;
- e. regularly pruning trees on a Lot to maintain an appropriate appearance – mature canopy should be kept above 6', and crowned bi-annually;
- f. replacing trees on a Lot that die or become diseased;

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- g. regularly removing grass and/or weeds in expansion joints in sidewalks and the driveway so as to prevent grass or weeds growing over 4" tall, nor encroach more than 2" over sidewalks, curbs or drives;
- h. regular maintenance of curb and/or street gutters along owner's property line(s); and
- i. keeping said curbs and gutters free of yard debris or trash.

In the event that the Owner of a Lot fails to properly maintain his/her Lot, the Association may take the following action:

- a. A written notice shall be sent to the Owner of the Lot which reasonably describes the manner in which the Owner has failed to properly maintain his/her Lot and advises the Owner of the action which must be taken to correct the deficiency. The notice shall advise the Owner that, if the required maintenance work is not completed within ten (10) days of the date of the notice, the Association, acting through its employee or contractor, shall have the right, but not the obligation, to go onto the Lot to perform the required maintenance work. The notice shall also advise the Owner that, if the required work is performed by the Association, all costs incurred by the Association will be charged to the Owner.
- b. The written notice shall be sent to the Owner by certified mail, return receipt requested, at the last known mailing address of the Owner according to the records of the Association.
- c. If the Owner fails to respond to the Association's notice and the required maintenance work has not been completed upon the expiration of the 10-day period, the Association may, at its option, direct its employee or contractor to go onto the Lot to perform the required maintenance work. Photographs of the Lot will be taken before and after the required maintenance work is performed by or at the direction of the Association to document the condition of the Lot before and after the work is performed.
- d. As soon as possible after the work is performed, the Association shall prepare an invoice to the Owner, which invoice shall reflect the costs incurred by the Association to have the required maintenance work performed. The invoice shall be mailed to the Owner at the last known mailing address of the Owner according to the records of the Association. Payment of the invoice shall be due on receipt. The invoice shall be deemed to be delinquent if payment has not been received by the Association within thirty (30) days of the date of the invoice.
- e. If an invoice submitted to an Owner becomes delinquent, the charges reflected in the invoice shall be added to the Owner's assessment account. Payment of such charges shall be secured by the Association's lien on the Owner's Lot pursuant to Article V, Section 7, and Article IX, Section 25 of the Declaration.

- f. If the Owner of a Lot receives a notice from the Association regarding the Owner's failure to maintain his/her Lot and the violation recurs within ninety (90) days of the date of such notice, the Association may send a notice to the Owner describing the ongoing failure to maintain the Lot and advising that an additional violation within the succeeding six (6) month period may result in the exercise of the Association's right to go onto the Lot to perform maintenance work at the Owner's expense without additional notice.

II. POLICY REGARDING EXTERIOR TRASH CANS

Article IX, Section 17 of the Declarations prohibits trash cans from being kept or stored in public view except as necessary for trash pick-up. Trash cans may not be placed at the curb for trash pick-up earlier than 5:00 p.m. of the day prior to the scheduled trash pick-up day. Trash cans must be removed from view by 7:00 p.m. of the trash pick-up day. Trash cans kept on a Lot in public view are also deemed by the Board of Directors of the Association to be in violation of the Owner's obligation under Article IX, Section 19, of the Declaration to maintain the Owner's Lot in neat and attractive condition. Accordingly, if an Owner visibly keeps or stores trash cans on the Owner's Lot (except for the limited period during which a trash can may be placed at curb for trash pick-up), the Association may take the following action:

- a. A written notice shall be sent to the Owner of the Lot which directs the Owner to comply with the dedicatory instruments of the Association as they relate to trash cans. The notice shall advise the Owner that, if the trash cans are not removed from public view within two (2) days of the date of the notice and thereafter kept or stored out of public view (except for the limited period during which a trash can may be placed at the curb for trash pick-up), the Association, acting through its employee or contractor, shall have the right, but not the obligation, to go onto the Lot to remove the trash cans. The notice shall also advise the Owner that, if such action is taken by the Association, all costs incurred by the Association will be charged to the Owner.
- b. The written notice shall be sent to the Owner by certified mail, return receipt requested, at the last known mailing address of the Owner according to the records of the Association.
- c. If the Owner fails to respond to the Association's notice and the trash cans have not been removed upon the expiration of the 2-day period, or, having been removed, are again kept or stored in public view at unauthorized times, the Association may, at its option, direct its employee or contractor to go onto the Lot to remove the trash cans.
- d. As soon as possible, the Association shall prepare an invoice to the Owner, which invoice shall reflect the costs incurred by the Association to have the trash cans removed. The invoice shall be mailed to the Owner at the last known mailing address of the Owner according to the records of the Association. Payment of the invoice shall be due on receipt. The invoice shall be deemed to be delinquent if payment has

not been received by the Association within thirty (30) days of the date of the invoice.

- e. If an invoice submitted to an Owner becomes delinquent, the charges reflected in the invoice shall be added to the Owner's assessment account. Payment of such charges shall be secured by the Association's lien on the Owner's Lot pursuant to Article V, Section 7, and Article IX, Section 25, of the Declaration.
- f. If the Owner of a Lot receives two (2) or more notices from the Association regarding the Owner's failure to keep trash cans out of view (except for the limited time during which a trash can may be placed at a curb for trash pick-up) within any sixty (60) day period, the Association may send a notice to the Owner describing the ongoing failure to comply and advising that an additional violation within the succeeding six (6) month period may result in the exercise of the Association's right to go onto the Lot to remove trash cans at the Owner's expense, without additional notice.

III. POLICY REGARDING SATELLITE DISH ANTENNAS & WEATHER STATIONS

Article IX, Section 16, of the Declaration prohibits installation of all types of antennas in excess of forty inches (40") in diameter. Satellite dishes within the acceptable size limit shall be permitted, provided they are installed in conformity with the Architectural Guidelines of the Board. Approval of Satellite Dishes will be considered in accordance with strict compliance to FCC Regulations. All Satellite Dish installations must conform to the following requirements:

- a. Height of any satellite dish over 18" in diameter should be limited to 10 feet. If dish height is located at six (6) feet or below, and the dish is not visible above the fence, no screening is required.
- b. All visible dishes must be screened from street view, where "street view" is defined as visibility from any public street.
- c. Satellite dishes larger than 18" must be placed in rear/back side of house and not visible from street and any screen should be at least five (5) feet from any side and at least eight (8) feet from back fence, but not on utility easement without a consent to encroach letter.
- d. If it is not possible to receive an adequate signal from a satellite dish that is not visible from the street, the visible location of the antenna must be approved by the ARC prior to installation.
- e. A wooden or lattice screen will be used as screening of all visible satellite dishes. Edges of lattice walls must be framed in so that they are not exposed. Structure must be freestanding and cannot be joined to a side or rear fence. Screening must be of sufficient height to screen the dish.

Dated: _____

Board Member

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2012, by _____, as a board member of SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., on behalf of said corporation.

Notary Public in and for the State of Texas

Dated: _____

Board Member

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 13th day of February, 2012, by Adam Lambert, as a board member of SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC., on behalf of said corporation.

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



AFTER RECORDING, RETURN TO

✓
Lambright & Associates
5851 San Felipe, Suite 860
Houston, Texas 77057

Doc# 2012006733
Pages 7
02/16/2012 12:18PM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees \$40.00

[Signature]