

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**MANAGEMENT CERTIFICATE OF  
EMERALD STONE HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF BRAZORIA       §

Pursuant to Tex. Prop. Code chs. 202 and 209, the undersigned officer of Emerald Stone Homeowners Association, the property owners' association for Emerald Stone, a residential subdivision in Pearland, Brazoria County, Texas, (the "Subdivision") submits this Management Certificate of Emerald Stone Homeowners Association.

1. The name of the Subdivision is Emerald Stone.
2. The name of the association for the Subdivision is Emerald Stone Homeowners Association ("Association").
3. The plats for the Subdivision are recorded in the Real Property Records of Brazoria County, Texas, at Brazoria County Clerk's Instrument No. 2007023641, in the Plat Records of Brazoria County, Texas (the "Property").
4. The Declaration for the Subdivision has been recorded in the Real Property Records of Brazoria County, Texas, under County Clerk's Instrument No. 2008014555 on March 20, 2008.
5. The contact information of the Association, and that of the person managing the Association, is c/o LPI Property Management, LLC, P.O. Box 3217, Pearland, Texas 77588-3217, attn: Jordan Cook; [jcook@lpidev.net](mailto:jcook@lpidev.net); (281) 947-8675, [lpipropertymanagement.com](http://lpipropertymanagement.com). The current transfer fee for the transfer of any Lot in the Association is \$200.00.
6. True and correct copies of the current Certificate of Filing and Certificate of Formation, and original By-laws of the Association were recorded, and re-recorded, in the Real Property Records of Brazoria County, Texas, at Brazoria County Clerk's Instrument Nos. 2008019131 and 2008022053.

7. A true and correct copy of Amended By-laws of the Association is attached to that certain Management Certificate of Emerald Stone Homeowners Association recorded in the Real Property Records of Brazoria County, Texas, under Instrument No. 2008032358.

8. True and correct copies of the current Document Retention Policy and Document Production and Copying Policy are attached to that certain Management Certificate of Emerald Stone Homeowners Association recorded in the Real Property Records of Brazoria County, Texas, under Instrument No. 2013035714.

9. A true and correct copy of the Amended By-Laws of Emerald Stone Homeowners Association is attached to that certain Management Certificate recorded in the Real Property Records of Brazoria County, Texas, under Instrument No. 2017006272.

10. That certain Delinquency Collection Policy and Alternative Payment Schedule attached to that certain Management Certificate recorded in the Real Property Records of Brazoria County, Texas, under Instrument No. 2013035714 are hereby revoked. True and correct copies of the current Delinquency Collection and Policy and Alternative Payment Schedule are attached to that certain Management Certificate recorded in the Real Property Records of Brazoria County, Texas under Instrument No. 2020028961.

11. True and correct copies of the current Delinquency Collection Policy, Alternative Payment Schedule Policy, Collection Referral Policy, Rental and Lease Policy, Architectural Review Authority and Appeals Policy, Bid Solicitation Policy, Deed Restriction Violation Dispute Policy and Architectural and Design Guidelines are attached hereto. Any document previously adopted by the Association of the same name is hereby revoked.

Signed this 19 day of November, 2021.

EMERALD STONE HOMEOWNERS ASSOCIATION

By: [Signature]  
Name: Sarah Parker  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                      §  
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 19 day of November, 2021  
by Sarah Parker, [Signature] for Emerald Stone  
Homeowners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.



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

**AFTER RECORDING RETURN TO:**

**Carl Jay Quezada  
Quezada Law Firm, P.C.  
106 E. Willowick  
Friendswood, Texas 77546**

### **DELINQUENCY COLLECTION POLICY**

**Emerald Stone Homeowners Association ("Association") has adopted this Delinquency Collection Policy ("Policy") to provide guidelines for issues surrounding the collection of delinquent amounts owing to the Association. This Policy supercedes any prior policy adopted by the Association of the same name. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.**

#### **Late Fees**

**Each owner who has not paid the entirety of any annual or special assessment by the due date, and each owner who has not paid the entirety of any balance owing on such owner's account by the due date (and payment is deemed made only upon receipt of good funds), shall be assessed:**

- (a) An initial late fee of \$25.00 per assessment effective February 1<sup>st</sup>, and**
- (b) On the first day of each month after assessment of the initial late fee, a monthly late fee of \$10.00 per assessment until the entirety of the assessments and all accrued late fees have been paid or as otherwise provided by Association policy.**

#### **Returned Check Fee (Bank Returned Payment Devices)**

**The penalty for a returned check submitted as payment to the Association is a \$30.00 fee, plus any applicable bank charges and other costs incurred in collecting the amounts to have been paid by such check.**

#### **Application of Payments**

**Any payment received and accepted from an owner who is in default under an alternative payment schedule are to be applied against amounts owing to the Association in the following order: (1) any reasonable collection costs incurred (including but not limited to reasonable attorney's fees, court costs, other reasonable collection costs and returned check fees); (2) any accrued interest; (3) any late fees; (4) any other reasonable charge that does not constitute an assessment or fine imposed by the Association; (5) any unpaid assessments; and (6) any reasonable fines levied against the owner by the Association. Payments received from an owner not in default under an alternative payment schedule are to be applied in accordance with applicable policy adopted by the Association. This policy does not require the Association to accept partial payment from a homeowner. Any partial payment received from a homeowner in the absence of a payment plan or arrangement to accept partial payment from the homeowner shall be returned to the homeowner. Partial Payment is payment made for less than the total amount due on a homeowners account.**

#### **Re-sale Certificates**

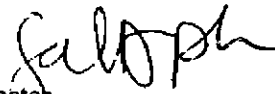
**The charge for re-sale certificates and updates to re-sale certificates as provided for under ch. 207, Texas Property Code, is \$375.00. Payment in full must be received at the time of the request for such certificate or update; no request for a re-sale certificate or update will be accepted without receipt of payment in full.**

changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a member to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same member or any other member. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

**Director's Certificate**

I hereby certify that the foregoing Collection Referral Policy was adopted by the Board of Directors of Emerald Stone Homeowners Association at a meeting thereof duly called and held on this 19 day of November, 2021.

Director



## ALTERNATIVE PAYMENT SCHEDULE POLICY

**Emerald Stone Homeowners Association ("Association") has adopted this Alternative Payment Schedule Policy ("Policy") to provide guidance regarding homeowner requests for payment plans of amounts owing to the Association. The Policy also serves to comply with legislative requirements. This Policy supercedes any prior policy adopted by the Association of the same name. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.**

**The Association will consider homeowner requests for a payment plan for any delinquent regular or special assessments or any other amount owed to the Association. The minimum term for a payment plan offered by the Association is three (3) months. The Association will consider, but is not required to approve a payment plan that extends beyond the minimum term of three (3) months. The Association is not required to enter into a payment plan with an owner who has failed to honor the terms of a previous plan within the two (2) years prior to the most recent request. The Association is not required to enter into a payment plan with a homeowner more than once in any twelve (12) month period. The Association is not required to make a payment plan available to an owner after the period for cure described by Section 209.0064 (b) of the Texas Property Code expires. The Association shall review all proposals equitably and, in consideration of all surrounding circumstances, may or may not accept the request.**

**An owner will not incur penalties associated with delinquent assessments during the term of an approved payment plan unless the owner fails to comply with the terms of the payment plan. For the purposes of this Policy, penalties will include initial and monthly late fees but will not include interest or reasonable costs associated with implementing a payment plan. The Association is not required to accept partial payments from an owner who has not entered into a payment plan approved by the Association.**

**Except as provided below, all payments, whether or not made under a payment plan, received and accepted after January 1, 2012 shall be applied to amounts owing in the following order: (1) any delinquent assessment(s); (2) any current assessment(s); (3) any reasonable attorney's fees or reasonable third party collection costs associated solely with assessments or any other charge incurred by the Association that could provide the basis for foreclosure; (4) any reasonable attorney's fees incurred by the Association that are not subject to subsection (3); (5) any reasonable fines assessed by the Association; and (6) any other reasonable amount owed to the Association, including late fees and/or interest. If a payment is received from an owner who is in default under a payment plan, the payment shall be applied to amounts owing to the Association in accordance with applicable policy adopted by the Association, or as hereafter otherwise determined by the Association, so long as fines assessed by the Association are not given priority over any other amount. For the purposes of this paragraph, fines do not include late fees, interest or attorney's assessed by the Association. Payments received prior to January 1, 2012, shall be applied to amounts owing as dictated by the governing documents, policies and general practices of the Association in effect as of that date. In no event is the Association required to accept partial payment from an homeowner outside of a payment plan. Any payment made by a homeowner for an amount that is less than the total amount then due by a homeowner may be rejected by the Association.**

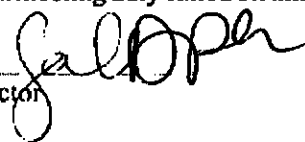
**No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors**

deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

**Board of Director's Certificate**

I hereby certify that the foregoing Alternative Payment Schedule Policy was adopted by the Board of Directors of Emerald Stone Homeowners Association at a meeting duly called on this 19 day of NOV, 2021.

\_\_\_\_\_  
Director



### COLLECTION REFERRAL POLICY

**Emerald Stone Homeowners Association ("Association") has adopted this Collection Referral Policy ("Policy") to provide guidance regarding collection actions of the Association management company or Association attorney of amounts owing to the Association. This Policy supercedes any prior policy adopted by the Association of the same name or nature. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.**

**As a general policy, unpaid assessments, whether annual or special, shall be collected in the first instance by the Association management company. The Association management company shall issue all statements for all assessments. For assessments remaining unpaid thirty days after the due date, the management company shall issue up to two (2) follow up notices at not less than thirty day intervals. The management company is hereby authorized to issue all such notices without further authorization or direction of the board of directors.**

**For all assessments remaining unpaid for at least forty-five days after the second notice as set forth above, the management company shall refer such matters to the Association attorney to issue its/his/her demand for payment. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the member.**

**The Association attorney shall, upon referral, issue its/his/her demand to each such member and shall, to the extent feasible and allowable, include therein all amounts that are to be charged to the Association for such legal services. The Association attorney may issue a follow up demand in accordance with applicable law. Upon referral, the Association attorney is authorized to issue all such demands without further authorization or direction of the board of directors.**

**Any delinquent accounts not collected by the attorney within a reasonable time after the second demand may be referred back to the management company to be held pending either (a) an instance that would cause the account to be paid or (b) for the next year's assessment.**

**Notwithstanding the above, all accounts in arrears (a) for a period of time not more than the applicable statute of limitations or (b) in the amount of \$1,000, including all charges, shall be referred to the Association attorney for final collection. At present, the statute of limitations is four years. Thus, accounts in arrears for three years shall be referred to the attorney for final collection regardless of dollar amount owed. The management company shall seek board authorization at a regular meeting of the board of directors before making such referral. Absent special circumstances, such referral shall be made without regard to the identity of the member. Upon referral, the Association attorney shall be authorized to issue further demands, file lawsuits, or take such other action to collect such accounts as may be lawful and appropriate under the circumstances**

**No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be**



changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a member to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same member or any other member. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

**Director's Certificate**

I hereby certify that the foregoing Collection Referral Policy was adopted by the Board of Directors of Emerald Stone Homeowners Association at a meeting thereof duly called and held on this 19 day of NOV, 2021.

  
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Director

## RENTAL AND LEASE POLICY

Emerald Stone Homeowners Association ("Association") has adopted this Rental and Lease Policy ("Policy") to provide guidance regarding the renting and leasing of residences within the subdivision.

Consistent with the Emerald Stone Homeowners Association governing documents, the Association has adopted the following rules and regulations:

1. Any lease, sublease or rental of a Lot, in whole or in part, for a term of less than 6 months is strictly prohibited.
2. No Lot shall be leased, subleased or rented for less than the entire Lot. Any lease, sublease or rental agreement shall be for the Lot as a whole and not for any portion thereof.
3. Lot Owners are responsible for providing a current mailing address when renting or leasing all or part of residence.
4. Lot Owners must notify all tenants and occupants of the rules and regulations applicable to the Lot. Any violation of the applicable governing documents shall be the responsibility of both the offending party and the Lot Owner, unless otherwise provided. The offending party and Lot Owner shall be jointly and severally liable for all costs associated with a violation of the governing documents.
5. Lot Owners shall be responsible for confirming payment of any annual or special assessment authorized by the Association and are hereby notified that any occupant, tenant or subtenant may be evicted as a result of foreclosure for failure to remit payment of any assessment.
6. The Association may request a copy of any lease, sublease or rental agreement by and between any tenant, subtenant or renter. The failure to provide the foregoing within 30 days of the request shall be considered a violation of this policy.
7. Any person residing on a Lot older than 18 years of age shall be named in the lease, sublease or rental agreement and shall be considered a leasee or renter, as applicable.
8. The Association may request the contact information, including name, mailing address, phone number, email address of each person who will reside at the property and named in the Lease.
9. Lot Owners are required to provide the commencement date and lease term of any lease.
10. Failure to following any of the foregoing may result in a fine of \$100.00 per month.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors,

management company and Association attorney to follow. A failure to follow this Policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this Policy as it deems appropriate.

**Director Certificate**

I hereby certify that the foregoing Rental and Lease Policy was adopted by the Board of Directors of Emerald Stone Homeowners Association at a meeting thereof duly called and held on this 19 day of November 2021.

  
\_\_\_\_\_  
Director

## **ARCHITECTURAL REVIEW AUTHORITY AND APPEALS POLICY**

**Emerald Stone Homeowners Association ("Association") has adopted this Architectural Review Authority and Appeals Policy ("Policy") to provide guidance for issues surrounding the architectural review committee. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.**

### **Committee Members**

**Notwithstanding any current members that are serving out their terms as board members, the Architectural Review Authority ("ARA") shall consist of not more than three committee members that shall be appointed by the Board of Directors of Emerald Stone Homeowners Association. At any time the committee consists of less than three members, for any reason, any decision of the current members shall not be considered void or invalid.**

**Qualifications: committee members may not be a current board, a current board members spouse or a person residing in a current board members household and must be in compliance with the Association's governing documents.**

**The Association may solicit applications for persons interested in being appointed to the ARA committee. All members of the ARA committee shall be held to the same standard of care and liability as a member of the board of directors in enforcing and following the Association's governing documents while acting in their capacity as a committee member.**

### **Denial of Application**

**A decision by the ARA denying a properly submitted application by an owner for the construction, modification or replacement of an improvement in the subdivision may be appealed to the board of directors.**

**Written notice of a denial must be provided to the owner by certified mail, hand delivery or electronic mail. The notice must: (1) describe the basis for the denial in reasonable detail, (2) include changes to the application required as a condition to approval, if applicable, (3) inform the owner that the owner may request a hearing on or before the 30<sup>th</sup> day after the date the notice was sent to the owner, (4) describe the method of submitting a request for a hearing.**

**A request for hearing must be sent in writing to the management company for the Association clearly stating that a hearing is being requested.**

### **Hearing**

**The board of directors shall hold a hearing under this policy not later than the 30<sup>th</sup> day after the date the board of directors receives the request.**

**The board of directors shall notify the owner of the date, time, and place of hearing not later than the 10<sup>th</sup> day before the date of the hearing. Prior to the commencement of the hearing the board of directors and the owner may request a postponement of the hearing. A postponement shall be**

granted for a period of not more than 10 days. An owner is only allowed one hearing under this policy per requested improvement.

During the hearing, the board and owner (or any designated representative thereof) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owners application for the construction or placement of an improvement, and the changes, if any, requested by the ARA in the notice provided to the owner. Any party to the hearing may make any audio recording of the hearing.

#### **Board of Directors**

The Board of Directors may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority committee as consistent with the subdivision's governing documents. The Board of Directors may appoint a board liaison to oversee the ARA and ensure compliance with the Association's governing documents.

Nothing provided for herein shall prohibit the ARA from seeking guidance and confirmation from the Board of Directors regarding any application submitted nor shall it prohibit the Board of Directors from providing further direction and guidance on the process of approving or denying applications.

No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

#### **Board of Directors Certificate**

I hereby certify that the foregoing Architectural Review Authority and Appeals Policy was adopted by the Board of Directors of Emerald Stone Homeowners Association at a meeting duly called on this 19 day of Nov, 2021.

Director 

## **BID SOLICITATION POLICY**

**Emerald Stone Homeowners Association ("Association") has adopted this Bid Solicitation Policy ("Policy") to provide guidance regarding the solicitation of bids applicable to this policy. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.**

### **Applicable Contracts**

**This policy is applicable to any and all contracts entered into by the Association after the adoption of this policy where the amount of the contracted services will costs more than \$50,000.**

### **Solicitation Process**

- 1. The Association shall attempt to solicit at least three bids requesting services where the expected cost of the services will exceed \$50,000.**
- 2. The amount of time to receive bids pursuant to this policy shall not be less than 30 days from the date that the Association opens the bid solicitation process.**
- 3. All bids submitted within the time frame provided by the Association shall be submitted for consideration at the next board meeting of the Association unless otherwise stated by the Board of Directors.**
- 4. The Association may vote to accept a bid submitted if the proposed bid meets the requirements set by the Association for the services requested. The Association is not required to vote for or against a bid based solely on costs.**
- 5. The board may reopen the bid process for a contract subject to this policy if the bids submitted are not satisfactory to the Association.**

### **Extensions Modifications and Renewals**

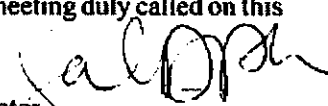
**The Association may, but is not required to, solicit new bids pursuant to this policy for any extension, modification or renewal of an existing contract for services that costs more than \$50,000.**

**No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the**

Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

**Director's Certificate**

I hereby certify that the foregoing Bid Solicitation Policy was adopted by the Board of Directors of Emerald Stone Homeowners Association at a meeting duly called on this 19 day of NOV, 2021.

Director 

## **DEED RESTRICTION VIOLATION DISPUTE RESOLUTION POLICY**

**Emerald Stone Homeowners Association ("Association") has adopted this Deed Restriction Violation Dispute Resolution Policy ("Policy") to provide guidance for issues surrounding disputes regarding deed restriction violations. This Policy is effective upon recording in the Real Property Records of Brazoria County, Texas.**

### **Request for Hearing**

**Except as provided below and only if the Lot owner is entitled to an opportunity to cure the violation, a Lot owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.**

**A request for hearing must be sent in writing to the management company for the Association clearly stating that a hearing is being requested.**

### **Hearing Date**

**The Association shall hold a hearing after a properly submitted request is received by the Association within 30 days of the date the request is received. The Association shall notify the Lot owner of the date, time and place of the hearing within no less than 10 days from the date the hearing is scheduled.**

**The board or owner may request a postponement of the hearing. Any request for a postponement shall be granted for not more than 10 days unless otherwise agreed to by the parties.**

### **Hearing Before the Board**

**Not later than 10 days before the Association holds a hearing as provided in this policy, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.**

**If the Association fails to provide the foregoing documents, the Lot owner is automatically entitled to a 15-day postponement of the hearing.**

**During the hearing, a member of the board or the Association's designated representative shall first present the Association's position regarding the violation. A Lot owner or the Lot owner's representative is entitled to present the Lot owner's information and issues relevant to the appeal or dispute only.**

**The Board shall take the matter into consideration and provide the Lot owner with a written notice of its decision after the conclusion of the appeal.**

**No policy can apply to every circumstance, and no policy can anticipate every circumstance. Accordingly, to the extent allowed by law, the foregoing Policy is subject to change, and may be changed, set aside, contradicted or not followed, in appropriate circumstances as the Board of Directors deems reasonable and appropriate after due consideration. The Policy does not create any**



rights in or to any person, and does not create any obligations of any person. This Policy is intended to be for purposes of guidance and to create a general operating procedure for the Board of Directors, management company and Association attorney to follow. A failure to follow this policy shall not create a right in or to any person nor is any deviation or failure to follow actionable in any way or create a defense to any obligation of a homeowner to satisfy his/her financial obligations to the Association. Any failure or decision not to enforce any of the foregoing on any given matter or in any given situation shall not constitute a waiver of any right to enforce the foregoing in any other matter or in any other situation, whether against the same owner or any other owner. The Board of Directors shall have the right to waive compliance with this policy as it deems appropriate.

**Board of Directors Certificate**

I hereby certify that the foregoing Deed Restriction Violation Dispute Resolution Policy was adopted by the Board of Directors of Emerald Stone Homeowners Association at a meeting duly called on this 19 day of NOV, 2021.

  
Director

## FILED and RECORDED

Instrument Number: 2022003413

Filing and Recording Date: 01/18/2022 02:41:20 PM Pages: 18 Recording Fee: \$90.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-emily