



RESOLUTION OF
PECAN GROVE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

Regarding Ratification of
Sidewalk Maintenance and Repair Policy
for the Purpose of Filing
in the Fort Bend County Real Property Records

DATED: MAY 20, 2026.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Guy STEIGER of PECAN GROVE PLANTATION
PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), do hereby certify that at a
regular meeting of the Board of Directors of the Association, which was held on the 19 day of
MAY, 2026, with a quorum present and remaining throughout, and being duly authorized
to transact business, the following resolution for the ratification of the attached Sidewalk
Maintenance and Repair Policy for the purposes of filing in the Fort Bend County Real Property
Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas
Property Code;

WHEREAS, the Sidewalk Maintenance and Repair Policy attached hereto as Exhibit "A",
is hereby ratified for the purpose of filing in the Fort Bend County Real Property Records;

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association unanimously
adopts this formal resolution for the purpose of filing the aforementioned document in the Fort
Bend County Real Property Records.

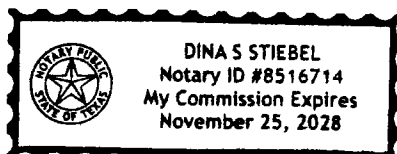
Dated: MAY 20, 2026

Guy Steiger
Guy STEIGER PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 20th day of May,
2026, by Guy Steiger as PRESIDENT of PECAN GROVE PLANTATION
PROPERTY OWNERS' ASSOCIATION, INC. on behalf of said corporation.



Dina Stiebel
Notary Public in and for the State of Texas

EXHIBIT A

SIDEWALK MAINTENANCE AND REPAIR POLICY

1 Purpose and Authority

- 1.1 This Sidewalk Maintenance and Repair Policy ("Policy") is adopted by the Board of Directors ("Board") of Pecan Grove Plantation Property Owners' Association, Inc. ("the Association") pursuant to the Association's dedicatory instruments and Texas Property Code Chapter 209. The purpose of this Policy is to clarify the pre-existing responsibility for the maintenance and repair of sidewalks located within individual Lots and to establish uniform enforcement and cost-recovery procedures.

2 Owner Maintenance Obligation

- 2.1 Each Owner is solely responsible, at the Owner's expense, for the maintenance, repair, and replacement of any sidewalk, walkway, or concrete flatwork located on or adjacent to the Owner's Lot, including but not limited to sidewalks that are cracked, uneven, raised, sunken, spalled, or otherwise damaged or unsafe.

3 Notice of Violation and Opportunity to Cure

- 3.1 If, in the Association's sole and absolute discretion, the Association determines that a sidewalk is in need of repair or replacement, the Association shall provide written notice to the Owner identifying the condition and providing a reasonable period to cure, consistent with Texas Property Code § 209.007.

4 Association Right of Entry and Self-Help

- 4.1 If the Owner fails to timely cure the sidewalk violation within the notice period, the Association may, but is not obligated to, enter onto the Lot for the limited purpose of repairing or replacing the sidewalk.
- 4.2 The Association's entry onto the Lot for this purpose shall not constitute trespass. The Association, its directors, officers, agents, contractors, and vendors shall have no liability to the Owner for such entry or the performance of the work, except for damages caused by gross negligence or willful misconduct.

5 Cost Reimbursement; Assessment; Lien

- 5.1 All costs incurred by the Association in connection with sidewalk repair or replacement, including but not limited to construction costs, inspection fees, administrative costs, and attorney's fees (if applicable), shall be charged to the Owner's account as additional assessments.

- 5.2 Such charges shall be added to the Owner's Assessment balance as additional Assessments, and will be secured by the Association's continuing vendor's lien and assessment lien against the Lot, as provided in the dedicatory instruments and Texas law.
- 5.3 Such charges shall be due and payable on the first (1st) day of the calendar month following completion of the work, and may accrue interest, late fees, and collection costs as provided by the Association's governing documents.

6 Required Inspections for Owner-Performed Repairs

- 6.1 Prior to the initiation of any sidewalk repair or replacement performed by or on behalf of an Owner, the Owner must submit a property improvement application and plan to the Architectural Control Committee. No sidewalk remediation may commence until such application and plan are approved by the Architectural Control Committee and/or the Board of Directors.
- 6.2 Sidewalks must be constructed as specified by the particular Declaration of Covenants, Conditions, and Restrictions applicable to the affected Lot.
- 6.3 The Association shall conduct a pre-pour inspection before concrete is poured and a post-pour inspection after completion. All inspection fees shall be paid by the Owner and must be paid in advance as required by the Association.
- 6.4 Failure to obtain required inspections constitutes a violation subject to enforcement under this Policy and the governing documents.

7 No Association Liability; Disclaimer

- 7.1 The Association expressly disclaims any duty or liability related to the condition of sidewalks, including but not limited to premises liability claims arising from sidewalk conditions, personal injury or property damage claims related to sidewalks, and any claim based on the Association's failure or delay in enforcing this Policy or the governing documents.
- 7.2 Nothing in this Policy shall be construed as creating a duty on the part of the Association to inspect, maintain, repair, or replace sidewalks.

8 Non-Waiver

- 8.1 The failure of the Association to enforce this Policy in any instance shall not constitute a waiver of the right to enforce the Policy in the future.