



NOTICE OF ANNUAL MEETING

You are hereby notified that the Annual Meeting of the Members of Saddlecreek Farms Property Owners Association, Inc., a Texas nonprofit corporation (the "Association") will be held on the following date, and at the following time and location:

Date: Monday, November 5, 2007
Time: 7:30-9:00 p.m.
Location: Crosby Community Center
409 Hare Road, Crosby TX 77532

The Association is the sole "Association" or "Property Owners Association" to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Saddlecreek Farms, Sections I, II & III recorded in the real property records of Harris County, Texas at Clerk's File No. W711387, as it may have been and may be supplemented and amended from time to time (the "Declaration").

Meeting Purpose:

The purpose of this annual meeting will be to:

1. To elect no less than three (3) no more than five (5) individuals to serve as Directors of the Association for a term commencing January 1, 2008 and ending December 31, 2008, and as otherwise provided in the By-Laws; and
2. To consider and act upon such other business as may properly come before the meeting and any adjournment(s) or postponement(s) thereof.

After the election, the newly elected Directors of the Association have the authority under the By-Laws to appoint no less than three (3) no more than five (5) Architectural Control Committee members and assign necessary committees to perform such tasks and to serve for such periods as may be designated by the Directors.

Members Entitled to Attend Meeting:

Each property owner in the following subdivision (the "Subdivision") is a member of the Association:

SADDLECREEK FARMS, a subdivision of 252.37 acres out of the Frederick H. Rankin Survey, Abstract 57, City of Houston, Harris County, Texas according to the map or plat thereof recorded at Film Code Number 519014 of the Map Records of Harris County, Texas, and Clerk's File No. V993462 of the real property records of Harris County, Texas.



Voting rights or members of the Association are set forth as stated in the Declaration and Bylaws.

Article VI Section 5.01

...“Each lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each Lot owned.”

The Association maintains the right to suspend Member’s voting rights if Maintenance Fees or any other assessments are not current.

Record Date for This Notice:

Pursuant to Art. 1396-2.11A (A) of the Texas Non Profit Corporation Act, the record date for determining the members entitled to this Notice of Annual Meeting is the close of business on the business day preceding the date on which this Notice of Annual Meeting is mailed.

Record Date for Voting:

Pursuant to Art. 1396-2.11A (B) of the Texas Non Profit Corporation Act, members of the Association on the date of the meeting who are otherwise eligible to vote are entitled to vote at the meeting.

All members of the Association are cordially invited to attend the Annual Meeting in person. Those members unable to attend in person are urged to complete and sign a proxy complying with Section 9 of the Bylaws and delivering it to the Secretary of the Corporation as promptly as possible (and, in any event, prior to the commencement of the Annual Meeting).

The date of this Notice, also being the date this Notice is mailed to the Members is October 26, 2007.



Jack Campbell, Vice President



2007 ANNUAL MEETING AGENDA

November 5, 2007 • 7:30 p.m.

- I. Call to Order and Verification of Quorum, 7:30 p.m.

- II. Welcome, Jack Campbell

- III. Adopt Agenda

- IV. Introduction of Board of Directors and Architectural Control Committee
Members, Gina Sprinkle

- V. Year in Review, Jack Campbell

- VI. Officer and ACC Opportunities

- VII. Election of Officers, Gina Sprinkle

- VIII. Deed Restriction Amendment Vote, Jack Campbell

- IX. General Comments from the Membership

- X. Announcement of Election Results and Amendments, Gina Sprinkle

- XI. Adjournment of Annual Meeting, 9:00 p.m.



**PROPOSED CHANGES TO THE
SADDLECREEK FARMS PROPERTY OWNERS ASSOCIATION, INC.
DEED RESTRICTIONS • • November 5, 2007
(2 items)**

Line Item 1: (Summary of amendment change) All Lots are subject to the maintenance charge including but not limited to Lots owned by Owners, Declarant, and Builders. Any person or entity, including the Declarant, owning more than one Lot, shall pay the full maintenance charge on any additional Lots owned beginning January 1, 2008.

NOW THEREFORE, Article VI, Section 6.02 (a) of the Declaration is hereby amended to read as follows:

"The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund," which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or residential building site) to the Association annually, in advance, on or before the 31st day of the 1st month of each calendar year, or on such other basis (monthly, quarterly or semi-annually) as the Declarant or the Board of Directors of the Association may designate in its sole discretion. All of the Lots are subject to the maintenance charge including but not limited to Lots owned by Owners, Declarant, and Builders. Any person or entity, including the Declarant, owning more than one Lot, shall pay the full maintenance charge on any additional Lots owned beginning January 1, 2008. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.04 hereof, such Composite Building Site shall be considered one Lot for the Maintenance Charge purposes beginning upon the completion of the main dwelling unit improvements thereon."

NOW THEREFORE, Article VI, Section 6.02 (b) of the Declaration is hereby amended to read as follows:

"The maintenance charge shall be paid annually in advance by January 31 of each year. After the Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot may be increased by the Association when it assumes administration of responsibilities. The annual assessment per Lot may be increased by the Association when it assumes administration of the fund in accordance with its by-laws. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance charge shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of the law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot."

NOW THEREFORE, Article VI, Section 6.03 (c) of the Declaration is hereby amended to read as follows:

"The Declarant, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems property to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder."



NOW THEREFORE, Article VI, Section 6.09 of the Declaration is hereby amended to read as follows:

"The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; (c) all properties owned by the Association or a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; and (d) any lots, area, or properties within the subdivision designated as drill sites however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge. "

Line Item 2: *(Summary of amendment change)* **Variations may be authorized only by the Board of Directors.**

Restriction: Article IV Architectural Control Committee, Section 4.05 Variance

Amendment: Remove Declarant or the Committee, change to Board of Directors

"The Board of Directors may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Board of Directors, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Board of Directors reserves the right to grant variances as to building set-back lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by a majority of the Board of Directors. If any such variances are granted, no violation of the provision of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat."

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*According to Article IX Section 9.02 Amendments, "a quorum for purposes of such meeting, shall consist of no less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote."
Please attend the meeting to place your vote or send in your signed proxy form.*



SADDLECREEK FARMS PROPERTY OWNERS ASSOCIATION
C/O ASSOCIATION MANAGEMENT, INC.
900 ROCKMEAD DR., SUITE 144
KINGWOOD, TEXAS 77339

P R O X Y

For the 2007 Annual meeting of members of SADDLECREEK FARMS PROPERTY OWNERS ASSOCIATION to be held November 5, 2007.

_____/I/We, being the owner of (address)_____,
do hereby Appoint _____ or Chairman to be my Proxy, to represent me on the issues to be discussed at the Annual Meeting of the members of the Corporation to be held November 5, 2007 and to vote on my behalf on the issues at the meeting, or any adjournment or postponement thereof, or in the event that a quorum shall fail to attend, at such time and place as this meeting shall resume.

Should the Owner(s) give no direction, leaving any of the above choices blank, the proxy-holder may vote in his/her discretion.

Owner(s) may designate as proxy holder any individual, any candidate for Board of Administrators, or the President or the Secretary of **SADDLECREEK FARMS PROPERTY OWNERS ASSOCIATION**. Owner(s) may revoke the proxy at any time up to the time the ballot is cast by giving actual notice of the revocation in writing to the Board of Directors: 5295 Hollister Street, Houston TX 77040 or actual notice in person at the time of Annual Meeting.

Complete, sign, date, and deliver to 5295 Hollister Street, Houston TX 77040, by November 2, 2007. If mailing, place in a SEALED envelope in the self-addressed, stamped envelope and mail on or before October 31, 2007.

Signature(s)_____

Date of Signature (*required/or proxy to be valid*): _____

If a proxy is not selected, it will be deemed to be in favor of the chairman of the meeting and will be used for quorum purposes only.



Officer and ACC Responsibilities

Description Summary

PRESIDENT

- Attend and preside over monthly Board meetings.
- Attend and preside over Board of Director's meetings as needed.
- Coordinate with Secretary in preparing meeting agendas.
- Designated as public and Member contact person.

VICE PRESIDENT

- Attend monthly Board meetings. Preside over meeting if President is unavailable.
- Attend Board of Director's meetings as needed. Preside over meeting if President is unavailable.

SECRETARY

- Attend monthly Board meetings.
- Attend Board of Director's meetings as needed.
- Prepare Agenda and Meeting Minutes for monthly meeting.
- Notify Board members of meeting locations/date/time changes.
- Take notes at each meeting and prepare documented Meeting Minutes each month.
- Responsible for sending correspondence to property owners and public.
- Check PO Box at Huffman Post Office weekly. Distribute mail accordingly to appropriate Board member.
- See that website information is maintained. (actual updating is done by C.McGregor)

TREASURER

- Attend monthly Board meetings.
- Attend Board of Director's meetings as needed.
- Keep record/receipts of all transactions and bookkeeping.
- Write checks to pay POA monthly expenses.
- Prepare Treasurer's Report and Collections Status Report for monthly meetings.
- Prepare Annual Budget.
- Prepare invoices/billing for Member Annual Maintenance Fee collection.

ARCHITECTURAL CONTROL COMMITTEE CHAIRPERSON AND MEMBERS

- Chairperson to prepare monthly status report on deed restriction violations
- Attend monthly Board meetings.
- Be available to meet and review plans for new construction and improvements/additions.
- May require communications with property owners regarding compliance with deed restrictions.

OTHER COMMITTEES OF INTEREST

- Communications Committee (help with Website, Newsletter)
- Events Planning
- Neighborhood Watch

If you have any interest in serving on a committee, or have ideas on ways to improve or add to the quality of living in Saddlecreek Farms, please contact your new Board Members.