

PINEY POINT PLACE OWNERS ASSOCIATION
c/o Creative Management Company
8323 Southwest Frwy. – Suite 330 - Houston, Texas 77074
(Office) 713-772-4420; (Fax) 713-772-8655

Dear Owner,

On behalf of the Association and the Board of Directors, we welcome you to your new home at Piney Point Place. We are here to assist you in settling into your new home as soon as possible. To aid you, we have prepared this quick reference summary of information, which should answer any initial questions you may have about Piney Point Place and Creative Management Company. We hope you find this information helpful. Please feel free to contact us for any assistance you may need or any inquiries you may have.

Sincerely,

Lynn Marticiuc

Property Supervisor

713-772-4420 X 142; lmarticiuc@cmctx.com

COMMUNITY INFORMATION

Monthly Assessment Payment Options:

- Option 1- ACH:** Allows CMC to draft your monthly assessments directly from your bank account on the 5th of every month.
- Option 2 - ONLINE PAYMENT OR RECURRING PAYMENT:** Allows owners to make a one-time payment or set up a recurring payment online.
- Option 3 – PAYMENT MAILED. Please allow 7-10 days for payment to be received and processed.**
- Option 4 – BILL PAYMENT:** Allows owners to request their personal bill payment system to process the payment. We recommend that owners allow 7-10 days for payment to be received and processed.

<u>TO REQUEST ACCOUNT/PAYMENT INFORMATION:</u>

Contact Creative Management Accounting Department – Monique Garza @ mgarza@cmctx.com or 713-772-4420 X 116
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Amenities Included in Your Monthly HOA Dues:

- **Maintenance:** Pool, Clubhouse, Gym, Foundation, Exterior Building Facade (excluding balconies, windows, exterior doors & garage doors) Roofs, Landscaping, Tree Trimming, Fencing, Sidewalks, Common Plumbing Lines (includes sewer back- ups) Fido Stations, Cluster Mailboxes (Locks & Keys are an owner's responsibility), Common Electrical Repairs, Exterminating (Termites and Wasp/Bee Removal) and Fire Alarm & Sprinkler System (Does not include repair of alarms or sprinkler equipment in unit.)
- **Property Insurance** (does not include personal contents or betterments. It is strongly recommended consult with your insurance agent to ensure that you are adequately insured. Please refer to the Insurance Deductible Resolution contained in this packet for details, as well as a copy of the certificate of insurance, which may be required by your mortgage company, if applicable.
- **Trash –Door-to-door pick-up:**

PICK-UP SCHEDULE: VF Waste 713-787-9790 (P/U days: Wed. & Sat. Heavy Trash on Sat. (For large items and appliances, please contact trash provider –VF/WCA Waste 713-787-9790 to inquire if they will pick-up.) **Recycle Waste Pick-Up Schedule:** Mondays

CONTAINER REQUIREMENTS: All garbage for pick- up MUST be in a VF Waste container. No other cans may be used for trash pick-up and no trash will be picked up if not in a VF Waste container. Each unit was previously issued a VF Waste container, which has been stickered with your unit number. Replacement containers & unit identification numbers may be requested by contacting your Property Supervisor, Lynn Marticiuc.

STORAGE OF CONTAINERS: Trash cans are to be stored in the garage, stacked single file between units or placed beneath the garage overhang. After trash is picked up on Wednesday & Saturday, cans are to be placed back in position no later than 6am the following morning. Recycling bins are to be placed back in garage (Recycling bins are to be kept in the garage only) no later than 6am the following morning following pickup on Mondays.

• **FIRE ALARMS & SPRINKLERS SYSTEM:**

Each unit is equipped with a fire alarm horn and sprinkler system, which must be inspected annually. Owners are required to grant access to their unit for this inspection. Also, the water line for the sprinkler system runs through the second floor just below the stairs, as well as the wall adjacent to the stairs on the second floor (interior wall – not party wall); Therefore, no drilling or sheetrock penetration of any kind is permitted on this wall. To do so may rupture the sprinkler line causing severe flooding to the unit. All costs associated with the repair of the sprinkler line will be the financial responsibility of the owner.

NOTE: Cable/Internet: Owner is responsible to obtain as this service is NOT included in the monthly maintenance fee.

• **Resident Community Access:**

1. Access to community may be secured by submitting your cell number to Creative Management Company, which will be programmed into the gate system. You will call your unit from the gate phone, when your cell phone rings, press 9 on your phone and the East Gate (On the right) will open.

OR

2. Access to community may be secured by a Fob, which may be purchased at Creative Management Company. Each Fob is \$ 85.00 and payable by check only. Please be prepared to provide proof of residency at the time of purchase.

Fob Button Functions: **Red Button:** Opens gym door - **Top Small Button:** Opens west gate
Top Large Button: Opens east gate -**Small Bottom (black button):** May be programmed, by owner, to open garage door.

• **Community Access Codes: (For Resident Use Only. These Codes Are Not to be Given Out)**

Pedestrian Gate: 5114 - **Pool Gate:** 5114 - **Fitness Room (Located in Clubhouse):** Accessible from pool side door to clubhouse by Fob only –red button.

• **Guest Community Access:**

Must call resident from the entrance gate phone, once you answer, press 9 on your phone and the gate will open.

• **Resident Deliveries: (The HOA and management company are not responsible for any resident deliveries)**

If you have deliveries sent to your home, you may want to consider registering your cell number with CMC for gate programming so you can hit 9 on your phone to grant someone access into the property even if you are not at home. You may also want to include your cell number when placing an order under Delivery Instructions as this community does not utilize access entry codes. If this poses an inconvenience, you may want to consider having your deliveries sent to an alternate address.

- **Community Vehicle Decal (s):** May be secured at Creative Management Company by contacting Liz Fleck at lfleck@cmctx.com or 713-772-4420. Please be prepared to provide vehicle information and proof of residency.
- **Individual Unit Water Shut -Off Valve:** Located in garage.
- **Exterior Modifications to Unit:** Replacement of doors, garage and any others, windows, installation of security cameras, etc.) must be approved by the Board of Directors prior to commencement of any work performed. A copy of this form is included in this packet.
- **Monthly Board Meetings:** Held on the second Monday of every month at 6:45 P.M. at the community clubhouse.

- **Piney Point Place Facebook Page:** <https://www.facebook.com/pages/Piney-Point-Place/197166470362701>.
- **Email address for Board of Directors:** pineypointplace@gmail.com

CREATIVE MANAGEMENT CONTACT INFORMATION
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TO REQUEST REPAIR OR MAINTENANCE (for association responsible repairs only) -DURING OFFICE HOURS (8:00 A.M. -5:00 P.M. Monday through Friday):

- Contact Creative Management Work Order Department workorders@cmctx.com or 713-772-4420 X 189

AFTER HOURS AND WEEKEND EMERGENCIES ONLY:

- Dial 713-772-4420 and follow the automated phone prompts until you reach our after-hours answering service. Your Property Supervisor will be notified and will promptly return your call.

TO REQUEST ACCOUNT/PAYMENT INFORMATION:

- Contact Creative Management Accounting Department – Monique Garza @ mgarza@cmctx.com or 713-772-4420 X 116

TO REQUEST GATE REMOTES, VEHICLE STICKERS OR CLUBHOUSE RENTAL:

- Contact Liz Fleck – lfleck@cmctx.com or 713-772-4420 X 106

Piney Point Place Owners Association, Inc.
INFORMATION SHEET

PLEASE PRINT

PROPERTY ADDRESS: _____ **12-DIGIT ACCT#:** _____

I. OWNER INFORMATION:

Is unit owner residing in unit? Yes or No

Owner: _____ Co-Owner: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Work Phone: _____

Home Phone: _____

Cell Phone(s): _____

E-Mail: _____ (please print clearly)

II. RESIDENT/TENANT INFORMATION:

Resident #1 - Name: _____ Age: _____

Resident #2 - Name: _____ Age: _____

Resident #3 - Name: _____ Age: _____

Resident #4 - Name: _____ Age: _____

Home Phone: _____ Work: _____

Other Phone(s): _____

III. EMERGENCY CONTACT (friend or relative required):

Name: _____

Address: _____

Day Phone: _____ Night Phone: _____

IV. OTHER INFORMATION THAT MIGHT BE HELPFUL: _____

SIGNATURE: _____ DATE: _____

PLEASE RETURN TO:

Creative Management Company
8323 Southwest Freeway, #330
Houston, TX 77074
Fax: 713-772-8655
Email: general@cmctx.com

Our Website Address is www.cmctx.com

**ANY HOMEOWNER LEASING HIS/HER UNIT IS REQUESTED TO SUBMIT A COPY
OF THE LEASE AGREEMENT WITH OUR OFFICE FOR THE RECORDS OF THE ASSOCIATION**

June 28, 2018

All Owners
Piney Point Place Owners Association, Inc.

RE: Association Property Insurance

Dear Owner,

Your Association renewed the property insurance covering the buildings and common areas effective July 1, 2018. The new Insurance Agent is Brady, Chapman, Holland & Associates, Inc. (BCH).

Your mortgage company may receive notice from the previous insurance company that coverage has not been renewed or cancelled. We must notify them as to our new coverage. Therefore, please provide your current Mortgage Company information (Name, mailing address, loan number and fax number) to BCH immediately. This will provide them with the information necessary to notify your mortgage company prior to them sending you notification.

You may contact the insurance agent, BCH, using the following options

- Evidence of Property Insurance - Call (713) 688-1500, OR
- Use their website @ www.bch-insurance.com. In the upper left choose “client tools” then choose “condo/townhouse evidence of property request” Complete the Fillable Evidence of Property Request Form and hit submit, OR
- Print the Evidence of Property Request Form and fax to BCH at (713) 456-2725, OR
- Email the printed form to ehoacerts@bch-insurance.com, OR
- Mail the printed form to their office at 10055 West Gulf Bank, Houston, TX 77040
Attn: HOA Certs

Enclosed with this letter is a list of the most frequently asked questions and answers concerning the insurance policy your Association has purchased.

While some of the following may be a duplication of items on the enclosed list, we want to ask you to pay particular attention to the following items:

1. Be sure you purchase insurance for yourself to cover items for which the Association is not responsible. You will need to consult with your own professional agent to be sure you are getting the coverage you need. At the least, please remember that you are responsible for:
 - a. Your contents (furniture, clothing, dishes, etc.)
 - b. Any improvement or betterments made to your unit beyond original construction quality (example: if the floors were carpeted upon original construction and you now have \$100 per square foot imported marble, you are responsible for the upgrade).

- c. Your personal liability
 - d. Additional living expenses should you need to move (or have a loss of income) from the property due to damage to your unit
2. As a unit owner, you can be held liable for paying for damage within the deductible on the Association's insurance policy. For example, if you, your tenant, or a guest caused the loss or if the loss was caused by something maintained by you or under your control. The deductible for a fire is \$10,000.00, and the deductible for water damage is \$15,000.00. If you have a properly written personal Condominium Owner's Policy (which provides the best coverage for a townhome owner as well), then that policy should pay the vast majority of your responsibility. As mentioned above, the Association's policy does not pay for betterments and improvements. We suggest that you evaluate your needs in regard to your betterments and improvements and purchase at least \$15,000.00 of this coverage, whether you feel you have any "improvements or betterments" needs, or not due to your responsibility of damage caused by you. Please keep in mind that you may need more, depending on the valuation of your betterments and improvements and how much personal contents coverage that you need.
3. The deductible for a "named" storm (any storm given a name by the National Weather Service) is significant. In the event of a loss, it is likely that each unit owner will be special assessed to cover the deductible. You have the ability to "insure" this special assessment by purchasing the "Condominium Loss Assessment Endorsement" as part of your personal insurance coverage that was addressed in #2 above. Please consult with your personal insurance agent about your individual needs and verify with them that you have the proper coverage, which is generally referred to as a Homeowners-Condominium Owner Policy (HO-CON or HO6). You can add the "Condominium Loss Assessment Endorsement" to your HO-CON or HO6 policy for a minimal cost per year which will help cover you in the event of a special assessment due to a named storm deductible. The Loss Assessment Endorsement can be purchased with coverage starting at \$1,000.00 and up. Some communities, if damaged by a named storm, could end up with a Special Loss Assessment of \$5,000.00 or more per unit. Adding the Special Loss Assessment to your policy is very important.
4. Our insurance requires that we annually notify all unit owners that they are to have working smoke detectors in their units. Whether you reside in your unit or not, you are responsible for making sure you have smoke detectors that are working. Please make sure, today, that they are working and in place.

We certainly hope that we do not have any losses, but in the event that we do we all need to be as protected as possible.

If you have any questions, please do not hesitate to contact our office at (713) 772-4420.

Very truly yours,

CREATIVE MANAGEMENT COMPANY
Agent for Piney Point Place Owners Association, Inc.

Lynn Marticiuc
Property Supervisor

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10/11/17
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**CERTIFICATE OF CORPORATE RESOLUTION
PINEY POINT PLACE OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**RELATING TO
INSURANCE DEDUCTIBLE(S)**

The undersigned is the Secretary for **Piney Point Place Owners Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **PINEY POINT PLACE CONDOMINIUM** (the "Condominium") pursuant to (a) that certain "Declaration of Condominium for Piney Point Place Condominium", recorded under Film Code No. 188260 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); (c) the Rules and Regulations of the Association (the "Rules"); and (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE. As the keeper of the minutes, books, and records of the Association pursuant to the Bylaws, the undersigned hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on February 13th, 2017, the Board adopted the following **INSURANCE DEDUCTIBLE RESOLUTION:**

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INSURANCE DEDUCTIBLE RESOLUTION

[Capitalized terms have the meaning as set forth in the Declaration and/or Bylaws and/or Rules]

WHEREAS, pursuant to applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE, the Declaration, and the Bylaws, the Association, acting by and through its Board of Directors ("Board") is responsible for administering the Condominium and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, generally the Association is required to insure the Insurable Common Elements and Condominium Units in accordance with the Declaration and applicable law to the extent that such property insurance is reasonably available; and

WHEREAS, the Board, having considered all relevant factors, and based on its business judgment to secure such insurance on a reasonably available basis, has agreed to obtain one or more policies of insurance containing certain policy deductible(s), which are both reasonable and necessary; and

WHEREAS, the Board is of the opinion that under certain circumstances, in the event of a casualty loss, Owners should be responsible for the payment of all or portions of the applicable policy deductible(s), and therefore it is necessary to adopt and enforce an equitable policy in regard to the allocation of liability for payment of the applicable policy deductible(s); and

WHEREAS, Section 82.111(a) and (b) of the Texas Uniform Condominium Act ("TUCA") generally provides that the Association must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and

WHEREAS, Section 82.111(c) of TUCA provides that if the insurance required by

82.111(a) and (b) of TUCA is not reasonably available, that generally the Association shall cause notice of that fact to be delivered or mailed to all Owners and lienholders; and

WHEREAS, the Board has obtained insurance policies required by 82.111(a) and (b) of TUCA, however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with certain policy deductible(s) applicable to the respective insured risks, and it is reasonable and customary for a condominium association located in Houston, Harris County, Texas to obtain such insurance with stated policy deductible(s) applicable to the respective insured risks; and

WHEREAS, Section 82.111(k) of TUCA provides that the Association, acting by and through its Board, may, by resolution, determine the allocation and responsibility for payment for the cost of the policy deductible and costs incurred before insurance proceeds are available; and

WHEREAS, the Board is desirous of, pursuant to this Resolution: (i) notifying all Owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111(a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that while the Association shall procure such insurance covering the buildings, Common Elements and Condominium Units, such coverage shall be LESS and EXCEPT such deductible amount; and (ii) pursuant to Section 82.111(k) of TUCA, adopting and enforcing an equitable policy in regard to the allocation and responsibility for payment of the applicable policy deductible and costs incurred before insurance proceeds are available;

NOW THEREFORE, BE IT RESOLVED THAT:

1. Notice is hereby given to all Owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has one or more stated deductible(s) applicable to the respective insured risks, and as a result, the insurance obtained by the Association covering the buildings, Common Elements, and Condominium Units is for an amount LESS and EXCEPT such respective deductible amounts applicable to the respective insured risks.
2. *If the Association's insurance provides coverage for the loss and the cost to repair the damage to a Condominium Unit or a Common Element **is more than the amount of the applicable insurance deductible**, then the entire cost of the applicable stated insurance deductible and costs incurred before insurance proceeds are available shall be assessed against the Owner and the Owner's Unit and paid to the Association by the Unit owner *under any of the following circumstances:*
 - a. if such insured loss was caused by or was the result of the negligence, willful misconduct, or wrongful act of the Owner, an occupant of the owner's Condominium Unit, or the Condominium Unit Owner's or occupant's family, guests, employees, contractors, agents, or invitees; or
 - b. if such insured loss was due to an occurrence or condition within the Owner's Condominium Unit which was a result of or arose from (i) the failure or malfunction of any component or item within or forming a part of the owner's Condominium Unit, whether constituting a fixture (plumbing, electrical, etc.), appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for*

which the Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law, all irrespective of any negligence; or


- c. If the cause of the insured loss cannot be determined, but such loss originated wholly within the Owner's Condominium Unit, or from any item for which the owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law.


In situations other than those described above, the Association will pay the applicable policy deductible, as a common expense. In accordance with the Association's dedicatory instruments, such common expense may be levied by the Association as an assessment (i.e. special assessment, insurance loss assessment, or other type of assessment) against the Units, and the Unit Owners shall be responsible for payment of such assessment.

3. *If the Association's insurance provides coverage for the loss but the cost to repair damage to a Condominium Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible*, then except as provided in Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall pay the cost of the repair of the damage to the Unit or Common Elements.
4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with the applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to a Unit or Common Elements is due wholly or partly to an act or omission of any Owner or a guest or invitee of the Unit owner, the Association may assess the deductible expense and any other expense in excess of insurance proceeds against the Owner and the Owner's Unit; and (ii) an Owner may also be subject to liability pursuant to applicable provisions of, and without limitation: Section 12 of the Declaration; applicable sections of the Bylaws; and Sections A-1, B-2, and B-6 of the Rules.
5. The determination of whether the occurrence or cause of a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board, whose decision shall be final. Sums determined to be payable by the Owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the Owner and sent by certified mail/return receipt request to the Owner's last known mailing address according the records of the Association, or by personal delivery.
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a Unit and an Owner's personal property and improvements as set forth in the Declaration, Bylaws, Rules, or applicable law. Nothing herein shall affect the right of an

Owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or entity other than the Owner whose wrongful or negligent acts may have caused such loss, or to recover such sums from the Owner whose acts, or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of an Owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such Owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board.

7. This Policy Resolution shall supersede and replace, in its entirety, any existing policies or resolutions of the Association now in existence relating to insurance deductibles.
8. The Policy Resolution shall be deemed effective upon the recordation of same as a "Dedicator Instrument" in the Real Property Records of Harris County, Texas.



(signature)


(name printed)
**SECRETARY, PINEY POINT PLACE
OWNERS ASSOCIATION, INC., a Texas
non-profit corporation**

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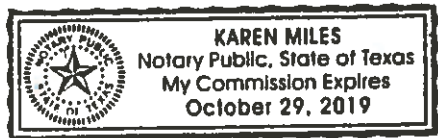
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 28 day of February, 2017 by Veronica Gaston, Secretary of **PINEY POINT PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.



Notary Public - State of Texas

Ret ✓
RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway, Suite 250
Houston, Texas 77024



FILED FOR RECORD

2:43:06 PM

Tuesday, March 21, 2017

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

Tuesday, March 21, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RESPONSIBILITY AND INFORMATION CHART

PINEY POINT PLACE OWNERS ASSOCIATION - RESPONSIBILITY MATRIX -Last revision: 4-27-15

*IF YOU HAVE ANY QUESTIONS REGARDING THE RESPONSIBILITIES REFLECTED ON THIS MATRIX,
PLEASE REFER TO COVENANTS, CONDITIONS & RESTRICTIONS (DECLARATION) THAT
GOVERNS PINEY POINT PLACE OWNERS ASSOCIATION*

	ASSOC.	OWNER
ROOF REPAIR	X	
FENCING	X	
JULIETTE BALCONIES	X	
INTERIOR REPAIR		
A. Sheetrock interior walls		X
B. Sheetrock perimeter walls & ceilings		X
C. Floor incl. Carpet, tile, vinyl, etc.		X
D. Wallpaper, paint, texture, floor coverings		X
E. Other interior repairs		X
FOUNDATION	X	
SUB FLOOR		X
FIREPLACES /CHIMNEYS		
A. Interior fixtures, incl. Firebox & Flue		X
B. Cleaning		X
C. Chimney Caps	X	
D. Structure	X	
FIRE ALARM HORNS & SPRINKLERS (Inside Units) (HOA will arrange repair/replacement and owner will be charged for parts/service)		X
SMOKE DETECTORS (Inside units)		X

RESPONSIBILITY AND INFORMATION CHART

PAGE 2

ASSOC. OWNER

PLUMBING LEAKS:

- A. All pipes from the point at which the plumbing line or other fixture commences service to the unit. X
- B. Water Shut off Valves (located in garage) X

SEWER BACK-UP**

- A. Sheetrock interior walls X
- B. Sheetrock perimeter walls & ceilings X
- C. Floor incl. Carpet, tile, vinyl, etc. X
- D. Wallpaper, paint, texture X
- E. Other interior repairs X

ELECTRICAL

- A. Breakers (Master) X
- B. Breakers (inside unit) X
- C. Exterior lights X
- D. Exterior lights controlled by switch inside unit X
- E. Interior plugs and switches X

DOORS

- A. House X
- B. Garage incl. Opener X
- D. Hardware X
- E. Doorbell X
- F. Painting (Interior) X
- (Exterior) X

WINDOWS

- A. Glass X
- B. Window glazing X
- C. Window Caulking -Interior X
- D. Window Caulking -Exterior X
- E. Screens X

RESPONSIBILITY AND INFORMATION CHART

PAGE 3	ASSOC.	OWNER
EXTERMINATING		
A. Interior		X
B. Exterior (Rodents only-common area)	X	
C. Termites		X
CABLE (Not provided by HOA)		X
HEATING & AIR CONDITIONING		X
MISC.		
Dryer Vent		X
Hose Bibs	X	
Door numbers	X	

** If there is an insured loss and it is below the deductible, then the Association and owner must repair those items for which they would otherwise have the normal maintenance and repair obligations . (i.e. the Association would repair damaged common elements and the unit owner would repair the sheetrock, floor coverings, wall coverings, etc.); and if the insured loss is more than the insurance deductible so tha an insurance claim can be made, the Association's insurance will be used to make repairs to the commone elements, the unit, and the deductible amount, which is a common expense, will be paid by the association.

ADDITIONAL HOA RESPONSIBILITIES NOT LISTED ABOVE: Insurance (does not include contents or betterments; consult with your insurance agent on coverage) Driveways, Sidewalks, Exterior Walls, Fencing, Pool/Clubhouse/Gym, Common Area Landscaping, Door-Door Trash Pick-Up, Water and Sewer.

SCHEDULE "A" TO BYLAWS

RULES

OF

PINEY POINT PLACE OWNERS ASSOCIATION, INC

These Rules have been adopted by the Board of Directors of Piney Point Place Owners Association, Inc., a Texas nonprofit corporation and condominium association (the "Association"), in accordance with the provisions of Section 8F of the Declaration of Condominium for Piney Point Place Condominium (the "Declaration"), to be recorded in the Real Property Records of Harris County, Texas.

These Rules apply to the Units and Common Elements of Piney Point Place Condominium ("Piney Point Place" or the "Condominium"). By owning or occupying a Unit in Piney Point Place, each Owner and Resident agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws.

For the convenience of Owners and other persons occupying a Unit, whether owner, tenant, guest, patron or other invitee ("Residents") of Piney Point Place, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Condominium Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), Articles of Incorporation, Bylaws, these Rules, the community policies promulgated by the Board (lowest).

A. COMPLIANCE

- A-1. COMPLIANCE.** Each Owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "Condominium Documents"). Each Owner, additionally, shall be responsible for compliance with the Condominium Documents by the occupants of his or her Unit, and his or her or their respective families, invitees, tenants, agents, employees, or contractors. Use of "Owner" or "Resident" in these Rules shall be deemed to include and apply to the Owner of a Unit in Piney Point Place and to all persons for whom the owner is responsible. An Owner should contact the Board of Directors if he or she has a question about these Rules.
- A-2. ADDITIONAL RULES.** Each Resident shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of the amenities, pool area (including hours and type of use), any recreational facilities, and the Common Elements. Such posted rules are

incorporated in these Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.

- A-3. **WAIVER.** Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective. Any consent or approval given under these Rules by the Board of Directors shall be revocable at any time.
- A-4. **FINES.** The Association may levy a fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be), for violations of these Rules.
- A-5. **SUSPENSION OF CERTAIN RIGHTS.** The Association, at its sole discretion, upon written notice to an Owner, may suspend the voting privileges of an Owner or the use by the Owner or a Resident of certain general common elements (e.g. pool, exercise room, meeting room, etc.) when the Owner of such Unit is delinquent for more than 30 days in the payment of assessments.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. **SAFETY.** Each Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium to whom the Resident has a duty of care, control, or custody.
- B-2. **DAMAGE.** Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Residents or their guests, or to the *Common Elements and Improvements*, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible. Each Owner shall close all exterior windows and doors when necessary to avoid possible damage from storms or the elements. All damage to the Condominium caused by construction or repair activities within an Owner's Unit, or by the moving of any article therefrom or by the carrying of any article thereto, shall be paid for by the Owner responsible for such construction or repair activities or the presence of such article.
- B-3. **ASSOCIATION DOES NOT INSURE.** Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Condominium and/or property not covered by the Association's insurance, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Condominium shall be solely at the risk of the owner of such personal property. Each Resident is also solely responsible for such Resident's liability to third parties for occurrences within the Resident's Unit. The Association urges Owners and Residents to purchase property insurance on their personal

belongings and liability insurance for occurrences within their Units and incidental damage resulting therefrom.

- B-4. **RISK MANAGEMENT.** No Resident shall permit anything to be done or kept in his or her Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. **REIMBURSEMENT FOR ENFORCEMENT.** An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Condominium Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-6. **REIMBURSEMENT FOR DAMAGE.** An Owner shall promptly reimburse the Association for the cost or damage to the Condominium caused by the negligent or willful conduct of the Owner or the persons for whom the Owner is responsible. Such Owner shall indemnify and hold the Association harmless for any such cost or damage.

C. OCCUPANCY STANDARDS

- C-1. **NUMBERS.** A Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- C-2. **DANGER.** The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- C-3. **OCCUPANCY DEFINED.** Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 noncontinuous days in any 12 month period.
- C-4. **TERM OF LEASE.** A Unit may not be leased for hotel or transient purposes or for a term of less than six (6) months. Less than the entire Unit may not be leased.
- C-5. **WRITTEN LEASES.** Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments affecting title to the condominium property. Any failure by a tenant to comply with the terms of any such documents shall constitute a default under such lease enforceable by the Association as the intended third-party beneficiary of the same. An Owner shall provide the Board of Directors with a copy of each lease of that Owner's Unit.

D. GENERAL USE AND MAINTENANCE OF UNIT

- D-1 RESIDENTIAL USE.** Each Unit must be used solely for Residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a Resident from using his or her Unit for a limited business purpose, provided that: (i) such use is incidental to the Unit's Residential use; (ii) such use conforms to all applicable laws and ordinances; and (iii) there is no external evidence of such use and such use otherwise complies with the Restrictions on use for Residential Units set forth in the Declaration. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of their Unit or involve the sale of goods or merchandise to the public. In addition, consultation with clients or customers at a Unit shall not be permitted. Notwithstanding the foregoing, the use of a Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of these provisions.
- D-2. ANNOYANCE.** No Unit may be used in any way that: (i) may reasonably constitute a nuisance to other Unit Owners; (ii) may be calculated to reduce the desirability of the Condominium as a residential community; (iii) may endanger the health or safety of other Residents; or (iv) may violate any law or any provision of the Condominium Documents.
- D-3. MAINTENANCE.** Each Owner, at his or her sole cost and expense, shall maintain his or her Unit and any Limited Common Elements appurtenant thereto in a clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, telephone, water, gas, cable, television, plumbing, power or other utility systems throughout the Condominium and each Owner shall be responsible for his or her negligence or misuse of any of the Common Elements or his or her own facilities resulting in damage to the Common Elements.
- D-4. FLOORING.** No Owner may alter the floor/ceiling assembly, which is designed to mitigate sound transmission, without approval of the Board and, in the Board's sole discretion, certification by a qualified engineer that such alternative floor system has equal or greater sound transmission mitigation properties (as measured by the STC Rating of the alternative floor system). Any wood, tile or other hard surface flooring within a Unit shall have such sub-flooring as the Association may require to insure that such wood, tile or other hard surface flooring shall not create a nuisance or disturbance to other Owners. Floor/flooring as used in this provision shall also apply to interior stairs within Units; provided, however that all such interior stairs shall be fully carpeted or have rug/carpet "runners" installed over any wood, tile, or other hard surface stair material.

- D-5. BALCONY/ ENTRY PATIO/GARAGE APPROACH.** Each Resident shall keep his or her Balcony, Entry Patio, Garage Approach, and Limited Common Element patio/yard (if any) in a good state of cleanliness, taking care that the use and/or cleaning of his or her balcony, entry patio, garage approach, and patio/yard does not annoy or inconvenience other Residents. No plants shall be watered on a balcony, entry patio or garage approach such that water overflows onto any other balcony, entry patio or garage approach on the exterior surface of the Building. No animal shall be fed on or from any balcony, entry patio, or garage approach. Each Owner shall be responsible and liable for any item which falls or is thrown from such Owner's balcony, entry patio, or garage approach by any person for whom the Owner is responsible. A balcony entry patio/garage approach may not be enclosed or used for storage purposes. If the Board of Directors determines that a balcony/entry patio/garage approach/patio-yard is unsightly, the Owner shall be given notice by the Board of Directors to correct the problem within 5 days, after which the Board of Directors may take corrective action at the Owner's expense.
- D-6. WATER CLOSETS.** Water closets and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse or clogging of any water closet or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused. All clothes washers shall use a low sudsing detergent.
- D-7. GLASS.** Each Owner, at his or her sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors.
- D-8. AIR CONDITIONING EQUIPMENT.** Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit.
- D-9. COMBUSTIBLES.** No Owner shall use or permit to be brought into or stored in the Condominium (including within a Unit) any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Directors or the manager hired by the Association.
- D-10. BARBECUE GRILLS.** The Board of Directors reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills if, in the Board of Directors's discretion, such grills constitute a fire hazard. If the use of outside grills is permitted, (i) open fires must be supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; and (iv) a grill may not be used near combustible materials; provided, however, that any such usage must be in full compliance and accord with the City of Houston fire code.

D-11. **REPORT MALFUNCTIONS.** A Resident shall immediately report to the Board of Directors his or her discovery of any leak, break, or malfunction of any Item fixture, or component of any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.

E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

E-1. **INTENDED USE.** Every area and facility in the Condominium may be used only for its intended and obvious use. For example, unless otherwise provided in the Rules, walkways, stairways, sidewalks, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation. The Common Elements shall not be used for storage of supplies, personal property, garbage or refuse of any kind (except common garbage receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Developer or the Board), nor shall the Common Elements, Balconies, Entry Patios, or Garage Approach be used in any way for the drying, shaking or airing of clothing or other items. No Owner shall do any act or place any object in his or her Unit which would create a structural hazard or endanger the structure of the Condominium or adjacent Units, nor shall any Owner construct or maintain any object in his or her Unit which exceeds the maximum weight-bearing capacity of the Condominium, which amount may be obtained from the Condominium manager upon request.

E-2. **GROUNDS.** Unless the Board of Directors designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, climbing, and use by pets for "relieving" themselves.

E-3. **ABANDONED ITEMS.** No item or object of any type shall be stored, placed, or maintained anywhere on the General Common Elements, including window sills, passageways, and driveways, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board of Directors.

E-4. **STORED ITEMS.** If the Association provides storage areas for use by Residents, Resident agrees that the Association is not responsible for items stored there by Resident, who shall be solely liable at all times for his or her personal property.

F. COMMUNITY ETIQUETTE

F-1. **COURTESY.** Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.

- F-2. **ANNOYANCE.** No unlawful, noxious or offensive activity shall be conducted or carried on in any Unit, or upon the Common Elements or anywhere else in the Condominium, nor shall anything be done therein or thereon which may be or become an annoyance or a nuisance to other Owners or the neighborhood or cause unreasonable noise or disturbance to others, or which shall interfere in any manner with any Owner's quiet enjoyment of his or her Unit.
- F-3. **NOISE AND ODORS.** Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. The use or discharge of firearms, firecrackers or fireworks is expressly prohibited within or from the Condominium.
- F-4. **RECEPTION INTERFERENCE.** Each Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.
- F-5. **NO PERSONAL SERVICE.** The Association's employees and agents are not permitted or authorized to render personal services to Residents. Each Resident agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Resident.
- F-6. **COMPLIANCE WITH LAW.** Residents may not use the Condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Houston, Texas. A Resident who violates this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** No alterations of any portion of the Common Elements or additions or improvements thereon or of any portion of the Unit visible from the exterior of the Unit shall be made by any Owner without the prior written approval of the Board of Directors or the Association. Further, any alterations within a residence that include electrical or plumbing modifications and/or wall changes must be submitted in writing for approval by the Board of Directors of the Association. No Owner shall make any structural modification or substantial improvement to or alteration of or to his or her Unit or the Common Elements, including any alteration or modification involving plumbing, electricity, fire protection and security systems, heating, ventilating, air conditioning systems or any mechanical or structural systems, except in a manner authorized in writing by the Board or the Association. At no time will construction of a permanent nature covering an exterior window or a portion of a window be allowed. Unit owners shall be responsible for any and all glass breakage. To the extent deemed necessary by the Board, all payment and performance bonds required by the Association or Declarant, names of all contractors,

subcontractors and other parties which will be involved therewith, plans, specifications, mechanical and engineering drawings and renderings for any proposed structural modification or substantial alteration, improvement to or modification of a Unit must be submitted, no less than thirty (30) days prior to the date of commencement of such work, by such Owner to the Board for review and approval. The Board may impose such specifications and requirements as it may reasonably deem necessary in connection therewith, including, without limitation, the right to require (but having no duty to so require) that the Owner provide assurances that the alterations, additions, improvements, and modifications comply with all applicable governmental requirements. Further, the Board has the right to approve or deny any of such alterations, additions, modifications or improvements, or the contractors, subcontractors or other personnel performing same, so that, among other reasons, the quality, integrity and safety of the Condominium can be promoted and in order to ensure that the alterations, additions, improvements and modifications (i) are consistent and compatible with the existing Building, and (ii) do not encourage or involve a violation of the Condominium Documents. Upon reasonable notice and reasonable time(s), if requested by the Board of Directors, an Owner shall allow the Board or its agents the right to inspect all work in progress. Provided however, that if the Board or its agents perform any such inspections, same shall not be construed as a representation or warranty as to the quality or scope of the work for any particular purpose. In the event any Owner constructs or causes to be constructed any alteration, addition, improvement or other modification to his or her Unit which encroaches on any Common Element or any other Unit, the Board may require such Owner, at his or her sole cost and expense, to remove such encroachment and to restore and repair any damage caused by same or attributable thereto. No approval by the Board of any such alterations, additions, modifications or improvements, or the plans, specifications, mechanical and engineering drawings and renderings, or the contractors, subcontractors or other personnel performing same, will be or constitute any representation or warranty by the Board as to the adequacy or sufficiency thereof, or of the compliance of same with any applicable laws, codes or ordinances. All alterations, additions, modifications or improvements must be performed in a prompt, diligent and professional manner, must comply with the plans, specifications, mechanical and engineering drawings and renderings submitted to the Board (with any requisite changes, additions, modifications or alterations thereto which may be imposed by the Board), all necessary building permits must be obtained, and all such work must comply with all applicable codes, ordinances, laws and regulations applicable thereto.

G-2. PROHIBITED ACTS. No person may:

- a. Post or inscribe signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit, including "For Sale" or "For Lease" signs.

- b. Place or hang an object in, on, from, or above any window, interior window sill, balcony, or patio that, in the opinion of the Board of Directors, detracts from the appearance of the Condominium.
- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
- d. Erect or install exterior horns, lights, speakers, aerials, antennas, satellite dishes or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof
- e. Place decorations on exterior walls, windows, or doors, or on the General Common Elements.

G-3. WINDOW TREATMENTS. An Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:

- a. Any window treatment, including drapes, blinds, shades, or shutters, must be clear or white when viewed from outside the Unit;
- b. Aluminum foil and reflective window treatments are expressly prohibited; and
- c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board of Directors.

G-4. BOARD OF DIRECTORS APPROVAL. To obtain the Board of Directors's written consent for a modification, an Owner must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors's failure to respond to the Owner's written request within 45 days after it receives the Owner's request shall be construed as no objection to the proposed changes.

G-5. CONSTRUCTION AND CONTRACTOR RULES. Outside contractors are at Piney Point Place Condominium at the invitation of the respective unit owner. In addition to applicable governmental laws, rules, regulations and ordinances, contractors are required to abide by the following rules and regulations so that Owners and other residents are not unduly disturbed by work-related activities:

HOURS. Working hours are Monday - Friday, 8:30 am - 4:30 pm. Contractors may arrive on the property no earlier than 8:00 am to prepare for work and must have cleaned up and have departed the premises no later than 5:00 pm. Any work involving impacting or drilling of the concrete slab is prohibited prior to

10:00 am. This includes the operation of impact hammers, rotary hammer drills, core drills, nail guns and the installation or removal of carpet tack strips.

PARKING. Parking spaces for contractors are located offsite, no provisions for contractor parking being made in the Condominium.

SCHEDULING. All information and appropriate scheduling of work within a Unit must be submitted in writing to the managing agent of the Association. This information must include names and telephone numbers of all construction supervisors and the workers who are allowed access to the building. Failure to provide such information may result in contractors being refused access.

Contractors are responsible and liable for any damage to the common areas and will be required to restore the damaged areas to their original condition to the satisfaction of Management.

NOXIOUS ODORS. The use of paints, chemicals or solvents that cause noxious or unpleasant odors to enter common areas or other residents' units is prohibited.

TRASH. All trash and debris is to be completely removed from the property by the contractor. Dumpsters and any trash receptacles present on the property, are NOT to be used for construction trash.

APPLIANCES. Unit appliances are not to be used for disposal of trash or cleaning equipment or for any other reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing painting equipment or disposal of any construction materials.

INSURANCE. All contractors performing work in the Building must obtain and have in full force and effect the following insurance:

I. Insurance Provided by Contractor

A. Coverage

Minimum Limits of Liability

1. Worker's Compensation and Occupational Diseases Employer's Liability Statutory Limits

2. Contractors' Comprehensive General Liability Insurance (including Contractors' Protective Liability, Completed Operations Liability and Broad Form Contractual Liability) \$500,000

a. Comprehensive General Liability

1. Bodily Injury \$500,000 each occurrence

	\$500,000 aggregate
2. Broad Form Property Damage	\$100,000 each occurrence \$100,000 aggregate
3. Personal Injury	\$500,000 aggregate
b. Comprehensive Automobile Liability Insurance to include non-owner, hired or rented vehicles as well as owned vehicles:	
1. Bodily Injury	\$250,000 each person \$500,000 each occurrence
2. Property Damage	\$100,000 each occurrence
3. Completed operations and products liability coverage for a period of two years after date of final completion	Same limits as set forth in section 1 and 2, Section 2a
4. Umbrella liability coverage in excess of the limits in subsections 1, 2 & 3 above.	combined single limit of not less than \$1,000,000

- B. Before commencing work, Contractor shall furnish Owner and the Association or Management Agent with certificates evidencing insurance as required above.
- C. If Owner is not named as an additional insured, Contractor shall obtain and deliver to Owner a waiver of subrogation by the carrier of the insurance referred to above for any claims whatsoever that it may have in connection therewith against Owner.

II. Notices

Each policy of insurance required to be purchased and maintained by Contractor and each certificate of insurance required to be furnished by said contractor shall provide that the insurance provided or evidenced thereby shall not be changed or canceled except upon 30 days' written notice to Owner.

Should an owner contemplate major repair or additions requiring approval from the Board of Directors, a contractor must furnish insurance as evidenced above. A copy of this Certificate of Insurance must be delivered to the Management Office prior to commencement of work.

For minor repairs or additions, such as carpet laying, fixture hanging, light painting, floor polishing, etc., the Board realizes small contractors may not carry extensive insurance coverage. In this instance, the Unit owner may furnish the Board with evidence of personal liability coverage of at least \$1,000,000 of General Liability. This insurance policy is readily obtainable, very inexpensive,

and permits the insured to hire small contractors. It is understood that the resident assumes all responsibility for such employees, including any damages to Piney Point Place Common Areas caused by workers in the resident's employ.

H. VEHICLE RESTRICTIONS

- H-1. **VEHICLE OPERATION.** Each Owner shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the parking area so as to minimize the risk of property damage and personal injury.
- H-2. **PERMITTED VEHICLES.** For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) upon the Condominium. Without limitation, a vehicle shall be deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or are incapable of being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks), and the like shall not be parked on the Condominium unless wholly within the garage which forms a part of the Unit except to the extent that the placement of such vehicle in the garage results in the Owner or occupant not having room in the garage to park all of his/her other vehicles. No noisy or smoky vehicles may be operated on the Condominium unless wholly within the garage which forms a part of the Unit. No motorcycles without mufflers shall be permitted in the Condominium.
- H-3. **REPAIRS.** Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-4. **SPACE USE.** Because of limited off-street parking, all garages in the Condominium shall be used for parking purposes only, and may not be used for storage to the extent that such storage will not allow the placement of vehicles therein (one vehicle for a one car garage; two vehicles for a two car garage). No garage shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space. Except when necessary for vehicular and pedestrian ingress and egress to and from a garage, the garage doors must be kept closed.
- H-5. **GUEST/SERVICE VEHICLE PARKING.** Parking for guests of any Owner or Resident shall be in areas designated in the Condominium Plan. Each Owner shall require his or her construction and household employees, including cleaning and maintenance personnel, to park in the garage which forms a part of the Unit, unless Owner's personal vehicle occupies such garage, in which event the Owner will require the employees to park in the area designated by the Association.

- H-6. **NO OBSTRUCTION.** No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for other Owners, guests or service vehicles, in fire lanes, or in any area designated as "No Parking."
- H-7. **NUISANCES.** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No Resident shall cause or permit the blowing of a horn of any vehicle in which such Resident or his or her guest or family shall be occupants while approaching or in the parking areas or garage serving the Condominium. No vehicle may be kept on the Condominium if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.
- H-8. **VIOLATIONS.** Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board of Directors, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

- I-1. **GENERAL DUTY.** Residents shall not litter Common Elements, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in the trash dumpster, or in receptacles provided specifically by the Association for that purpose, or in any other manner as may be directed by the Association from time to time. No garbage, trash, rubbish, waste, or waste bins or receptacles therefor shall be permitted to remain on any portion of the Common Elements, except in areas specifically designated by the Association therefor.
- I-2. **TRASH DUMPSTER OBSTRUCTIONS.** Any owner that creates an obstruction to a trash dumpster, if any, shall be held responsible for the cost of unblocking or removal of the obstruction.
- I-3. **HAZARDS.** Resident may not store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident shall ensure that the debris is thoroughly cold.
- I-4. **EXCESS TRASH.** Resident shall place trash entirely within the Trash Dumpster(s) as may be located on the property, and may not place trash outside, next to, or on top of the trash dumpster. If a trash dumpster is full, Resident should locate another trash container or hold his or her trash. Boxes and large objects should be crushed or broken down before placed in trash dumpster. Trash dumpster doors are to be closed at all times when not in use. Resident shall arrange privately for removal of discarded furnishings or any unusually large volume of

debris. Owner and Owner's contractors, subcontractors, agents, employees and other parties involved in any construction to or on such Owner's Unit shall confirm that any and all refuse, waste, trash, garbage, rubbish, remains, scraps, and other materials and supplies which are brought onto the Condominium by such parties, or any of them, is removed, at such Owner's expense, at such times, manners and locations as may be required by the Association or the Managing Agent (if any).

J. PETS

J-1. CONDITIONAL PERMISSION TO KEEP OR MAINTAIN PETS. Pet(s) shall be conditionally permitted in accordance with the provisions of this paragraph J. Provided that, and as conditions precedent, all of the following rules are met and maintained at all times, each resident shall be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with the following rules (conditional permission). If any of the following rules are violated, the conditional permission to keep or maintain any pet in violation of such rules shall be subject to being revoked by the Board in the Boards' sole and absolute discretion.

J-2. RESTRICTIONS AS TO PET(S). The following rules shall apply to all residents and their pet(s). Violation of any of the following rules may be the basis for revocation of the conditional permission to keep such pet(s).

(a) No animals shall be kept except normal and customary household domestic pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, and endangered species are expressly prohibited.

(b) A resident may keep up to two (2) animals within a Unit. There shall be no restriction on the number of fish within the Unit.

Permitted pets may also include specifically trained animals that serve as physical aids to handicapped residents.

(c) Upon request by the Association, all residents shall provide the Association with a list of the household pets kept or maintained in their unit (i.e. number, species, breed, etc.).

(d) No pets may be kept or bred for any commercial purpose.

(e) No pet shall be kenneled or tethered unattended for any period of time on any balcony, patio, or any part of the limited or general common elements of the property.

(f) ALL PETS MUST BE ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF THEIR OWNER WHILE ON THE COMMON AREA. THERE SHALL BE NO EXCEPTIONS (the City of Houston leash law also mandates this). No pet shall be allowed to run loose within the property. Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier.

- (g) No savage or dangerous animal shall be kept, or any animal deemed by the Board of Directors to be a potential threat to the well being of other Residents or visitors or animals..
- (h) Each resident who maintains a pet shall be responsible to pick up and dispose of any defecation by such pet on the property..
- (i) Except as provided herein, PETS ARE NOT ALLOWED IN THE SWIMMING POOL OR IN THE POOL ENCLOSURE AREA AT ANY TIME.
- (j) Residents are not permitted to bathe dogs and/or cats outside or in the common area. All animals must be bathed inside the resident's unit.
- (k) Cats are not allowed to roam on or about the property. Cat traps may be set out periodically and any stray cat caught in any such trap will be turned over to the City of Houston department of Animal Registration and Care (or its then existing equivalent).
- (l) Residents who keep or maintain pet(s) in accordance with these rules must be responsible pet owners and not allow their pet(s) to unreasonably interfere with the rights of the other residents or disturb another resident's rest or quiet and peaceful enjoyment of his or her Unit or the common elements.
- (m) All pet(s) shall have such care and restraint so or not to be obnoxious or offensive on account of noise, odor, or unsanitary condition. No pet shall be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated percent of time.

J-3 VIOLATION OF RULES, REVOCATION OF CONDITIONAL PERMISSION. In the event that any resident violates any of the foregoing rules, or fails or refuses to maintain and care for his/her/their pets, or allows their pets to unreasonably interfere with the rights of the other residents, or such pets are determined to be offensive on account of noise, odor, or pose a threat to other residents, the Board, in its sole discretion, shall have the right to revoke the permission to keep any pet in violation of the rules and these provisions, and the resident shall be obligated to promptly remove and relocate any such animal determined by the Board to be in violation of these provisions. The Association shall have the right to pursue all available legal remedies to cause the owner/resident to remove any such pet, including, without limitation, a mandatory injunction.

J-4 DAMAGE/INDEMNITY. Each Resident shall be responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Each Resident shall compensate any person injured by his/her pet. Any resident who causes any animal to be brought or kept upon the premises of the condominium property shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises.

K. SATELLITE DISH(ES)

K-1. Covered Antennas. These rules shall cover the installation of any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), telecommunication broadcast and multipoint distribution service (MDS), including conduits and wiring and other accessories necessary for the proper installation, maintenance, and use, all as covered by the Telecommunications Act of 1996 (the "FCC Rules"), and which includes the following:

- a) Antennas designed to receive Direct Broadcast Satellite (DBS) Service that are 39.4 inches (1 meter) or less in diameter; and
- b) Antennas designed to receive multipoint Distribution Service (MDS) Service that are 39.4 inches (1 meter) or less in diameter.

(collectively, the "Covered Antennas")

All other antennas, satellite dishes, receiving or transmitting devices shall be expressly prohibited unless wholly within a Unit or not visible to the exterior of the Buildings.

K-2 Installation Rules

- a) No Covered Antenna of any kind shall be permitted or installed on the exterior of any unit or building or that protrudes from the walls or out of the windows of the building save as are expressly in writing previously approved by the Association.
- b) Notwithstanding the foregoing general prohibition as to Covered Antennas, Covered Antennas may be installed in accordance with these Rules. Satellite dishes which are designed to receive satellite signals which are larger than one meter (39 inches) are prohibited.
- c) The following provisions shall be applicable to a Covered Antennas:
 - (i) *Location.* Covered Antennas may only be installed (i) wholly within a condominium unit, or (ii) wholly within the Entry Patio, Balcony, or Garage Approach appurtenant to such condominium unit, which may be sometimes referred to as the "exclusive use area" for such respective unit. Except as set forth above, installation of a Covered Antenna is never permitted on any common element, including, without limitation, any parking area, roof, exterior wall, or fence.
- d) Covered Antennas shall not encroach upon any of the common elements of the Condominium, the common area air space, on the individually owned property of other Owners, or the airspace of another Owner's

individually owned property. No Covered Antenna may protrude beyond the vertical or horizontal space forming the perimeter of the balcony or patio/entry for the exclusive use of a respective unit. Due to, among other considerations, safety concerns, no Covered Antenna may be attached or affixed in any way to the balcony railings.

- e) If Covered Antennas can receive acceptable quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location. This section does not permit installation on the common elements.
- f) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- g) All installations shall be completed so that same do not damage any common elements, or void any warranties of the Association or in any way impair the integrity of any building.
- h) All cable/conduit must be hidden and located in those areas as designated by the Board of Directors as the area where wiring and conduits are to be located.
- i) Any installer of a Covered Antenna, including an Owners, shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:
 - (i) Contractor's General Commercial Liability (including completed operations): \$1,000,000.00.
 - (ii) Worker's Compensation: Statutory limits.

The purpose of this rule is to ensure that Antennas are installed in a manner that complies with all applicable building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to residents at the Condominium.

- j) No liens in connection with the installation or maintenance of any Covered Antenna shall be filed against the common elements of the Condominium.
- k) Covered Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near antennas, including but not limited to, damage from wind velocity. A Covered Antenna must be securely mounted to a base so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed.

No Covered Antennas may be attached to a balcony railing.

- l) Only one Covered Antenna per unit may be installed by an Owner.
- m) Installation of Covered Antennas shall only occur between the hours of 8:00 a.m. and 6:00 p.m.

K-3 Maintenance

- (a) Owners who install or maintain Covered Antennas are responsible for all associated costs, including but not limited to costs to:
 - (i) Install, repair, maintain, replace, move or remove Covered Antennas;
 - (ii) Repair damage to any property caused by Covered Antennas installation, maintenance or use;
 - (iii) Pay medical expenses incurred by person injured by Covered Antenna installation, maintenance or use;
 - (iv) Reimburse other Owners and residents of the Association for damage caused by Covered Antenna installation, maintenance or use; and
 - (v) Restore Covered Antenna installation sites to their original condition.
- b) Owners shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Covered Antenna maintenance repair and replacement and the correction of any safety hazard.
- c) If Covered Antennas become detached, Owners shall repair such detachment or remove the Covered Antenna within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the Antenna without liability and at the sole cost and expense of the Owner. The Association is not liable for any damage to the Covered Antenna caused by the Association's removal

K-4 Safety

- a) Covered Antennas shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.

- b) Covered Antennas shall not obstruct access to or exit from any condominium unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Condominium. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Condominium.
- c) Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's condominium unit.
- d) To prevent electrical and fire damaged, Antennas shall be permanently grounded.
- e) Exterior wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around the Antennas and such exterior wiring from injury.

K-5 *Antenna Camouflaging*

- a) Covered Antennas shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with reception or impair the ability to receive a signal.
- b) If Covered Antennas are visible from the street or other condominium units, camouflaging said Covered Antennas through inexpensive screening is required, provided that such screening does not interfere with reception or impair the ability to receive a signal; provided however, that said screening must be approved in accordance with the architectural control provisions of the Declaration.
- c) Exterior wiring shall be installed so as to be minimally visible and meet the requirements of set forth in Section 2, Paragraph (i) and Section 4, Paragraph (e) herein above.

K-6 *Covered Antenna Removal*

- a) Covered Antennas removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

K-7 Association Maintenance of Locations upon which Antennas are Installed

- a) If Covered Antennas are installed on any portion of a Balcony, Entry Patio, or Garage Approach which is/are maintained by the Association the Owner(s) retain responsibility for maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
- b) If maintenance requires the temporary removal of the Covered Antenna, the Association shall provide Owners with reasonable written notice. Owners shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterwards, if an Owner so desires. If the Covered Antennas is not removed in the required time, then the Association may do so at the Owner's expense. The Association is not liable for any damage to the Covered Antennas caused by Association removal.

K-8 Notification Procedures

- a) Prior to the installation of any Covered Antenna, the Owner or resident must have executed an agreement, whereby such Owner or resident shall expressly agree to: (i) be responsible for all damages or loss caused by the installation or use of the Covered Antenna, (ii) indemnify and hold harmless the Association for all such damage or loss, and (iii) provide the Association with a certificate of insurance showing that the Owner or resident has the appropriate amount of liability insurance to cover any such damage or loss.

K-9 Enforcement

- a) If these Guidelines are violated or if Covered Antenna installation poses a serious, immediate safety hazard, the Association, after ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction or the Federal Communication Commission. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Guidelines. In addition, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any, if these Guidelines are violated. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

K-10 General

- a) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any Covered Antenna.
- b) No Covered Antenna shall ever be used for the transmission of any signal whatsoever and same Covered Antenna shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.
- c) No Covered Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

K-11 Severability

- a) If any of these Guidelines are determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

L. MISCELLANEOUS

- L-1. SECURITY.** The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.
- L-2. RIGHT TO HEARING.** An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Owner or a Resident of the Owner's Unit. The Board of Directors will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-3. MAILING ADDRESS.** An Owner who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the

Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Condominium Documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.

- L-4. **COMPLAINTS.** Complaints regarding the service of the Condominium and grounds or regarding action of other Owners shall be made in writing to the Board.
- L-5. **REVISION.** These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until 10 days after the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit.
- L-6. **OTHER RIGHTS.** These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Articles of Incorporation, and the laws of the State of Texas.
- L-7. **EFFECTIVE DATE.** These Rules are the initial Rules of Piney Point Place Owners Association, Inc. and shall become effective _____, 20____.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the initial Rules of Piney Point Place Owners Association, Inc., a Texas nonprofit corporation and condominium association, as adopted by the initial Board of Directors at its organization meeting on the 13th day of MAY, 2004.

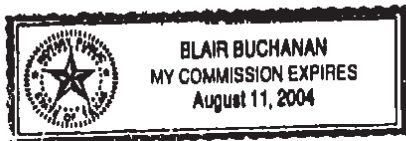
IN WITNESS WHEREOF, I hereunto set my hand this the 12th day of MAY, 2004.

PINEY POINT PLACE OWNERS ASSOCIATION, INC.

By: [Signature]
Scott E. Wise

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this 13th day of MAY, 2004, personally appeared SCOTT E. WISE Secretary of Piney Point Place Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.



[Signature]
Notary Public, The State of Texas

PINEY POINT PLACE

Trash Can Rules and Regulations EFFECTIVE JANUARY 1, 2017

December 25, 2016

Dear Resident,

Please be advised that as of January 1, 2017, the following Rules and Regulations regarding trash containers will go into effect. These Rules and Regulations have been implemented in order to maintain uniformity and curb appeal of the community.

1. All garbage for pick up MUST be in a VF Waste container. No other cans may be used for trash pick-up and no trash will be picked up if not in a VF Waste container. Each unit was previously issued a VF Waste container. If you do not have one, please contact me at lmarticiuc@cmctx.com.
2. Each VF Waste container has been stickered with your unit number. Trash cans are to be kept in the garage, stacked single file between units or placed beneath the garage overhang. After trash is picked up on Wednesday & Saturday, cans are to be placed back in position no later than 6am the following morning.
3. Recycling bins are to be placed back in garage (Recycling bins are to be kept in the garage only) no later than 6am the following morning following pickup on Mondays
4. Fines will be assessed to units who fail to comply with the waste container placement mandate.

Thank you,

Lynn Marticiuc
Property Supervisor
lmarticiuc@cmctx.com
713-772-4420 X 142

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CERTIFICATE OF CORPORATE RESOLUTIONS OF
BOARD OF DIRECTORS
PINEY POINT PLACE OWNERS ASSOCIATION, INC.

Relating to the amendment and adoption of
**VEHICLE RESTRICTIONS
OF THE
RULES OF PINEY POINT PLACE OWNERS ASSOCIATION, INC.**

The undersigned Secretary of **PINEY POINT PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on February 13th, 2017, with at least a majority of the Board of Directors being present, the following resolutions were duly made and approved by the Board of Directors:

[Capitalized terms used herein have the same meaning as set forth in the Declaration]

WHEREAS, pursuant to that certain "Declaration of Condominium for **Piney Point Place Condominium**" recorded under Film Code No. 188260 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), and the Bylaws of the Association, the Association is responsible for administering the general common elements of the Piney Point Place Condominium (the "Property") and the restrictive covenants set forth therein; and

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WHEREAS, Section 82.102 of the Texas Property Code, and Article 8, Section F of the Declaration generally provide Association with the authority, acting through its Board of Directors, to adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification and appearance of Units and Common Elements to the extent the regulated actions affect Common Elements and other Units; and

WHEREAS, Article 15 of the Declaration expressly authorize the Board of Directors of the Association from time to time to institute, invoke, and terminate non-discriminatory Rules and Regulations which the Board may deem necessary or convenient from time to time to insure compliance with the general guidelines of the Declaration; and

WHEREAS, Article 15, Section G of the Declaration specifically authorizes the Board to adopt and rules and regulations governing guest parking on the Property; and

WHEREAS, Article VI of the Bylaws expressly authorize the Board of Directors of the Association to adopt and amend rules and regulations from time to time; the existing Rules of the Association being attached as Schedule "A" to the Bylaws of the Association; and

WHEREAS, pursuant to the authority provided by applicable law, the Declaration, and the Bylaws, the Board of Directors have deemed it necessary to amend **Section H** presently titled "**Vehicle Restrictions**" of the "**Rules of Piney Point Place Owners Association, Inc.**" attached as Schedule "A" to the Bylaws of the Association.

NOW THEREFORE, the Board of Directors of the Association do hereby amend **Section H** presently titled "**Vehicle Restrictions**" of the "**Rules of Piney Point Place Owners Association, Inc.**" by deleting the existing Section H in its entirety, and replacing such Section H with the following "**AMENDED AND RESTATED VEHICLE RESTRICTIONS**".

Formal notice is hereby given to all existing Owners of Condominium Units at the Property and to all future Owners of Units at the Property that from and after the effective date set forth below, the following **"AMENDED AND RESTATED VEHICLE RESTRICTIONS"** shall be in full force and effect:

**RULES OF PINEY POINT PLACE OWNERS ASSOCIATION
(attached as Schedule "A" to the Bylaws of the Association)**

SECTION H. AMENDED AND RESTATED VEHICLE RESTRICTIONS

H-1. **VEHICLES.** For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles.

All vehicles must be currently registered and must conform to all state and federal regulations, must be in safe driving and running order, must display valid license plates and inspection sticker(s), and must be in regular use by the resident.

No over-sized vehicle, whether consisting of a RV, boat, boat rigging, mobile home, trailer, jet skis, bus, cargo van, truck, pick-up truck van, or bus shall be allowed to be parked on or within the Condominium. For purposes of these Rules, a vehicle shall be deemed to be over-sized if it cannot be parked wholly within a Garage space with the garage door closed; or, as applicable for guest parking, if it cannot be parked wholly within the boundaries of a guest parking space (as described in Section H-7) without encroaching/overlapping onto an adjacent parking space or any portion of the Common Element driveways.

Boats, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks), and the like shall not be parked anywhere on or within the Condominium property except within enclosed garages, unless by doing so there is no room in such enclosed garage for such Owner/resident to park his/her/their vehicle(s). No noisy or smoky vehicles may be operated within the Condominium property.

H-2. **INOPERABLE VEHICLES.** A vehicle shall be conclusively presumed to be "Inoperable" if the vehicle is incapable of being operated due to a mechanical condition; or the vehicle does not have both a current and valid license plate and current and valid state inspection sticker. No inoperable vehicle may be placed or stored in any guest parking space (as described in Section H-7). Inoperable vehicles owned by an Owner/Resident may be placed or kept wholly within an enclosed Garage appurtenant to the Owner/Resident's Condominium Unit, but not for any period longer than thirty (30) days.

H-3. **VEHICLE OPERATION.** Each Owner shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the Private Driveways (as described in Section H-8) or other parking areas so as to minimize the risk of property damage and personal injury. The speed limit on the Condominium property is 10 MPH. Parties violating the speed limit or driving recklessly may receive three (3) notices of such violations requesting safe driving compliance. After such three (3) notices, the Association shall seek to enforce such violations by applicable legal recourse, including the levy of fines against the Owner of the Condominium Unit where such violator resides, irrespective of whether the Owner is the resident.

Notices shall be provided to the Owner and resident if different individuals (to the extent that the name of the resident is known to the Association).

- H-4. **PERMITTED VEHICLES.** Except as provided in Section H-7 hereof: (i) as to a one (1) bedroom Unit, no resident or Owner at the Condominium shall be allowed to maintain more than one (1) vehicle on the Condominium property; and (ii) as to a two (2) bedroom Unit, no resident or Owner at the Condominium shall be allowed to maintain more than two (2) vehicles on the Condominium property.

The Association, acting by and through its Board, shall have the authority to waive the provisions of this Paragraph H-4 in whole or part, on a temporary/or limited time frame basis, upon written request of an Owner or Resident of a Condominium Unit, in accordance with the provisions of Section H-7 or otherwise. Any waiver approved by the Board shall be evidenced by a written variance, in accordance with the provisions of Section H-7 or otherwise. Any written variance shall include the terms of any such waiver.

No motorcycles without mufflers shall be permitted in the Condominium. Motorcycles, motorbikes, motor-scooters, or other similar vehicles, licensed or unlicensed, shall not be operated within the Condominium property except for the purpose of transportation directly to or from a garage to a point outside the Condominium property. Go-carts and similar vehicles shall not be operated on or within the Condominium Property.

- H-5. **REPAIRS.** Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-6. **SPACE USE.** The ownership of each Condominium Unit shall entitle the owner or owners of such Condominium Unit the use of one (1) or two (2) parking spaces, which constitutes the Garage made a part of such Owner's Condominium Unit (One bedroom Condominium Units have a one car garage; two and three bedroom Condominium Units have a two car garage). No portion of any Garage shall be diverted to any use other than the parking of vehicles and other generally accepted and customary usage of a garage. No Garage shall be converted for living, recreational or business purposes, nor shall anything be stored in any Garage which would prohibit the parking of at least one (1) vehicle in a one car garage; or two (2) vehicles in a two car Garage.

Because of limited off-street parking, all garages in the Condominium shall be used for parking purposes only, and shall not be used for storage to the extent that such storage does not allow the placement of vehicles therein (one vehicle for a one car garage; two vehicles for a two car garage). Except when necessary for vehicular and pedestrian ingress and egress to and from a garage, the garage doors must be kept closed.

Resident(s) must first utilize their Garages for the parking of their vehicles (i.e. two vehicles for a two car garage; one vehicle for a one car garage); any additional vehicles owned by such Resident(s) must be parked (i) on/within the Garage apron immediately in front of the Resident's Garage; or (ii) on/within available parallel parking spaces on one or more of the public streets adjoining the Condominium, or (ii) on/within available guest parking spaces/areas for periods of time not to exceed 48 hours, as set forth in Paragraph H-7 below. Provided, however, that parking on

or within the Resident's Garage apron shall be subject to the following restrictions and limitations: vehicles must be parked "head-in" (as opposed to parallel parked) in front of the Garage; vehicles must not extend into the Private Driveways as described in Section H-8 hereof; such vehicles may be parked on the Driveway apron in addition to, and not in lieu of, utilization of the Garage for parking; and no vehicle shall be stored on or within such Garage apron area.

- H-7. GUEST/SERVICE VEHICLE PARKING. Parking for guests of any Owner or Resident shall be (i) on/within the Garage apron immediately in front of the Resident's Garage; or (ii) in any open space within the Condominium property clearly designated or marked on the pavement/concrete, or on curbs, or by sign(s) as a parking space (or on the public street(s) outside of the access gates adjoining or adjacent to the Condominium property). Provided, however, that for guests of any Owner or Resident on or within the Resident's Garage apron shall be subject to the following restrictions and limitations: vehicles must be parked "head-in" (as opposed to parallel parked) in front of the Garage; and vehicles must not extend into the Private Driveways as described in Section H-8 hereof.

Each Owner/resident shall require his or her construction and household employees, including cleaning and maintenance personnel, to park in the garage which forms a part of the Unit, unless Owner's personal vehicle occupies such garage, in which event such construction and household employees may (i) park on/within the Garage apron immediately in front of the Resident's Garage; or (ii) park on/within available guest parking spaces for periods of time not to exceed 48 hours, or (iii) park on/within such areas of the Condominium Property as designated by the Association.

"Guest parking" spaces are intended for the primary use of guests and visitors. For periods not to exceed forty-eight (48) hours, family, guests, and invitees of Owner(s)/Resident(s) may park their vehicles in the guest parking spaces/areas.

In addition, as to Owners/residents of a one (1) bedroom Unit who own or maintain in excess of one (1) vehicle, and as to Owners/residents of a two (2) bedroom Unit who own/maintain more than two (2) vehicles: Such Owners/residents may utilize guest parking space(s) for the parking of such any excess vehicles for a period not to exceed forty-eight (48) hours.

This forty-eight (48) hour time limitation shall apply to any vehicle parked on or within the guest parking spaces/area, whether such vehicle is parked by an Owner, Resident, or the family, guests, or invitees of any such Owner or Resident. The Association or its agents may from time to time monitor vehicles parked within such Guest Parking spaces/areas and any vehicle which is not moved within forty-eight (48) hours shall be in violation of these Rules and subject to being towed without notice.

Owner(s) or Resident(s) may request a variance, on a first-come, space available basis for the use of a guest parking space for longer than such forty-eight (48) hour period on such terms and provisions as the Board of Directors shall establish from time to time (which may include, without limitation, the payment of a nominal use fee); and in such event, such Owner(s) or Resident(s) shall be issued a parking permit which will be required to be displayed on/within such vehicle to allow the parking within a guest parking spaces/areas for the time period shown on the parking permit.

The Association, acting by and through its Board, may at any time and from time to time hereafter designate or mark some of such guest parking spaces, as exclusively for the use of visitor/guest parking ONLY. If and when such parking spaces are designated as such, such designation will be made by appropriate signage or curb markings identifying such space(s) as Visitor/Guest Parking ONLY. In such event, the Association or its agents may from time to time monitor vehicles parked within such designated Visitor/Guest Parking ONLY spaces/areas and in the event any Owner or resident shall park such Owner/resident's vehicle in such a space, such vehicle shall be in violation of these Rules and subject to being towed without notice. In the event that such Visitor/Guest Parking ONLY spaces/areas are designated, the forty-eight (48) hour time limitation shall apply to any visitor/guest vehicle parked on or within any such Visitor/Guest Parking ONLY spaces/areas and any vehicle which is not moved within forty-eight (48) hours shall be in violation of these Rules and subject to being towed without notice.

- H-8. **NO OBSTRUCTION; FIRE LANES.** No vehicle may be parked in a manner that interferes with access to any entrance to or exit from the Condominium property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for other Owners, or in any area designated as "No Parking." The Site Exhibit attached to the Condominium Plan in Exhibit "B" to the Declaration depicts and labels the private driveways which serve the respective Buildings and Units (the "Private Driveways"). With the exception of those parking spaces, if any, clearly designated or marked on the ground or by sign(s) as parking spaces within the Private Driveways within the Condominium property, ALL of the Private Driveways within the Condominium property serving the Buildings and Units constitute Fire Apparatus Access Roads /Fire Lanes ("Fire Lanes") and must remain clear of parked vehicles at all times. NO PARKING IS ALLOWED IN OR ON ANY PORTION OF THE PRIVATE DRIVEWAYS DESIGNATED AS FIRE LANES HEREIN EXCEPT WHERE CLEARLY DESIGNATED OR MARKED AS PARKING SPACES ON THE GROUND OR BY SIGN(S). NO OWNER SHALL PARK ANY VEHICLE IN FRONT OF A GARAGE, ON ANY GARAGE APPROACH AREA, OR ON ANY PORTION OF THE PRIVATE DRIVEWAY IN FRONT OF SUCH OWNER OR RESIDENT'S UNIT (whether head-in parked or parallel parked or otherwise) and any vehicle so parked shall be deemed to obstruct such Fire Lane and shall be subject to removal from the Condominium Property by towing.
- H-9. **NUISANCES.** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No Resident shall cause or permit the blowing of a horn of any vehicle in which such Resident or his or her guest or family shall be occupants while approaching or in the parking areas or garage serving the Condominium. No vehicle may be kept on the Condominium if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules. No owner or resident shall cause or permit any vehicle to leak any fluid sufficient to stain the cement or parking surface of any portion of the Private Driveways, or Guest Parking area or spaces, or that presents a hazard or threat to persons or property. The Owner of such vehicle shall be responsible for all costs incurred in removing any such leaked fluids and cleaning any cement or parking surface which is stained or damaged.

H-10. **VIOLATIONS.**

The Association, may, but shall not be required to, provide courtesy notices of parking violations and an opportunity to cure such violations prior to any

enforcement action. Enforcement action may include the levy of fine(s), towing, or the filing of lawsuits seeking appropriate injunctive relief. All costs and expenses, including reasonable attorney fees and costs, incurred in connection with any enforcement action, shall be charged to the Owner of the Condominium Unit (irrespective of whether the Owner is the actual resident or the owner of the vehicle in violation), whether or not a lawsuit is filed.

The Association shall have the authority to levy a fine in the amount of \$25.00 for any first violation of the Parking Rules and Regulations. Upon the second violation, and all subsequent violations, such fine shall be increased to \$50.00 for each violation. Within thirty (30) days of receipt of notification of the issuance of a fine for the first violation, the Owner may ask the Board, in writing, for a hearing before the Board. Such hearing will be held within thirty (30) days of the Board's receipt of such request.

In addition, any vehicle in violation of these Rules may be towed or otherwise removed from the Condominium by or at the direction of the Association, or the Association's managing agent, at the expense of the vehicle's Owner. All expenses incurred for towing and removal shall be allocated to, and be the sole responsibility of the owner of such vehicle. The Association may maintain contracts from time to time with wrecker or towing contractors who shall be authorized to tow motor vehicles in violation of these rules; signs shall be posted at and/or within the Properties with the telephone number of such wrecker or towing service. **Towing may be immediate and without prior notice if any vehicle is unattended on any portion of the Private Driveways; or obstructs vehicular entry or exit of the Condominium; or prevents a vehicle from entering or exiting a Garage; or is in or obstructs a marked or designated "No Parking" area of "Fire Lane"; and/or is leaking a fluid that presents a hazard or threat to persons or property.** Towing of vehicles shall be in accordance with Chapter 2308 of the Texas Occupations Code (Vehicle Towing and Booting).

Any and/or all of the above and foregoing remedies shall be cumulative and the Association shall have the right to pursue any or all of such remedies at any time in the sole discretion of the Board.

The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations. Any Owner and/or Resident in violation of any of the Rules governing parking set forth herein shall be liable for any damage to the common areas/common elements, any Condominium Unit; or any damage, injury, or death to any other person whomsoever, to the extent such damage or injury is a result of, directly or indirectly, or is attributable to, such violation.

All expenses incurred for towing and removal shall be allocated to, and be the sole responsibility of the owner of such vehicle. The Association may maintain contracts from time to time with wrecker or towing contractors who shall be authorized to tow motor vehicles in violation of these rules; signs shall be posted at the Condominium Property with the telephone number of such wrecker or towing service. The Association and/or its managing agent shall maintain information on notices issued and towed motor vehicles.

FILED FOR RECORD

2:43:06 PM

Tuesday, March 21, 2017

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

Tuesday, March 21, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

3.
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**CERTIFICATE OF CORPORATE RESOLUTION
PINEY POINT PLACE OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**RATIFICATION
OF
POLICY RELATING TO ALLOCATION OF RESPONSIBILITY
FOR
INTERIOR REPAIRS OF UNITS**

The undersigned is an Officer for **Piney Point Place Owners Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **PINEY POINT PLACE CONDOMINIUM** (the "Condominium") pursuant to (a) that certain "Declaration of Condominium for Piney Point Place Condominium", recorded under Film Code No. 188260 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); (c) the Rules and Regulations of the Association (the "Rules"); and (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

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The undersigned hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on 5/14, 2018, the Board adopted the following **RATIFICATION OF POLICY RELATING TO INTERIOR REPAIRS OF UNITS:**

**RATIFICATION
OF
POLICY RELATING TO ALLOCATION OF RESPONSIBILITY
FOR
INTERIOR REPAIRS OF UNITS**

WHEREAS, the Declaration and the Bylaws of the Association provide that, *generally*, (i) the Association is responsible for the maintenance and repair of the General Common Elements, and (ii) the individual Owners of the Units are responsible for the maintenance and repair of the Units; and

WHEREAS, the Board, having considered all relevant factors, including the long standing, existing custom, practice, and policy of the Association, and based on its business judgment, has deemed it necessary and desirable to ratify and confirm the Associations' long standing policy relating to the responsibility for the repair and/or replacement of (i) perimeter and interior sheetrock walls and ceilings, (ii) inner decorated finished surfaces of the perimeter walls, floors, and ceilings, and/or (iii) repair or replacement of any fixture (window, door, cabinets, etc.) (collectively, "Interior Repairs") when and where such Interior Repairs are necessitated by, or arise by virtue of (i) day to day maintenance needs, (ii) repair or replacement of any portion of the Unit damaged by water penetration originating from the roof, walls, or around or within or from any doors or windows, (iii) a result of the failure of a General Common Element, or (iv) the Association's repair or maintenance of any General Common Element (including, without limitation, the performance of foundation repairs);

NOW THEREFORE, BE IT RESOLVED THAT:

Consistent with the historic and long-standing custom, practice, operation, and policy of the Association which has been in effect for not less than fourteen (14)

consecutive years:

1. This Policy shall not cover the repair of any damage which is caused by or results from a "casualty loss". A casualty loss shall constitute an event or occurrence which would be covered by any applicable insurance held or maintained by the Association, irrespective of the application of any applicable insurance deductible. The Board has adopted that certain "Certificate of Corporate Resolution (of) Piney Point Place Owners Association, Inc., Relating to Insurance Deductible(s)" (the "Insurance Deductible Resolution"). The repair of any damage which is caused from or results from a casualty loss shall be governed by the Insurance Deductible Resolution.
2. This Policy shall cover repair and/or replacement of (i) perimeter and interior sheetrock walls and ceilings, (ii) inner decorated finished surfaces of the perimeter walls, floors, and ceilings, and/or (iii) repair or replacement of any fixture (window, door, cabinets, etc.) (collectively, "Interior Repairs") when such Interior Repairs are necessitated by, or arise by virtue of (i) day to day maintenance needs, (ii) repair or replacement of any portion of the Unit damaged by water penetration originating from the roof, walls, or around or within or from any doors or windows, (iii) a result of the failure of a General Common Element, or (iv) the Association's repair or maintenance of any General Common Element (including, without limitation, the performance of foundation repairs).

Without limitation, this Policy shall cover repairs or replacement of such interior items caused or necessitated by virtue of (a) water penetration into the Unit through or resulting from a leak in the General Common Element roof or walls which would not constitute a casualty loss (i.e., that would not be covered by the Association's insurance, irrespective of the application of any insurance deductible), (b) any plumbing leaks (water or sewer) or sewer back-up in/from any General Common Element pipe or General Common Element plumbing system which would not constitute a casualty loss (i.e., would not be covered by the Association's insurance, irrespective of the application of any insurance deductible); and/or (c) repairs to the General Common Element foundation/slab of the buildings.

The repairs and replacements covered by this policy are generally referred to as the "Interior Repairs".

3. The Association shall have no obligation to make or perform any Interior Repairs described in this Policy.
4. Each Owner shall be responsible to make or perform all Interior Repairs described in this Policy. All such repairs are to be made and conducted by such Owner at such Owner's sole cost, expense, and risk.
5. The Association shall not be responsible for any additional, consequential, or incidental damages resulting from the failure of any Owner to promptly repair any of the Interior Repairs which are the responsibility of the Owner.
6. Owners shall always be responsible for the repair or replacement of any personal property located within any Unit.

7. Disclosure is hereby made to all current Owners of Units at the Condominium, and to all prospective, future Owners of Units at the Condominium, of the policy of the Association as to such matters.
8. This Policy Resolution ratifies and confirms the long-standing policy of the Association which has been in effect for not less than fourteen (14) consecutive years prior to the date of this Policy Resolution.
9. This Policy Resolution is being recorded as a "Dedictory Instrument" in the Real Property Records of Harris County, Texas.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 14th day of MAY, 2018.

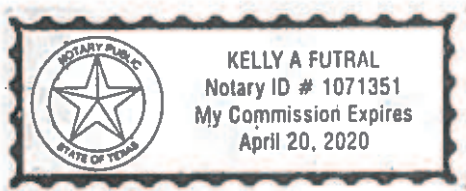
PINEY POINT PLACE OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: [Signature]
(signature) LIANG WU
(name printed)
Its: PRESIDENT
(title/position)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 14th day of May, 2018 by Liang Wu, President of **PINEY POINT PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

[Signature]
Notary Public - State of Texas



RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway, Suite 250
Houston, Texas 77024

FILED FOR RECORD

8:00:00 AM

Friday, May 25, 2018

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

Friday, May 25, 2018



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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SECRETARY'S CERTIFICATE
AS TO CORPORATE RESOLUTIONS OF
BOARD OF DIRECTORS

PINEY POINT PLACE OWNERS ASSOCIATION, INC.

Establishing Procedures relating to: Mandatory Fire Alarm and Sprinkler Inspections,
Access for Repairs to Fire Alarm and Sprinkler Systems,
and
the Imposition of Fines for Non-compliance

The undersigned Secretary of **PINEY POINT PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on February 13, 2017, with at least a majority of the Board of Directors being present, the following resolutions were duly made and approved by the Board of Directors:

[Capitalized terms used herein have the same meaning as set forth in the Declaration]

WHEREAS, pursuant to that certain "Declaration of Condominium for **Piney Point Place Condominium**" recorded under Film Code No. 188260 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), and the Bylaws of the Association, the Association is responsible for administering the general common elements of the Piney Point Place Condominium (the "Condominium") and enforcing the restrictive covenants set forth therein; and lee

WHEREAS, the Condominium, consisting of the Common Elements (land, buildings and other improvements) and Units, is/are improved with (i) master fire sprinkler systems which are installed within the Common Elements and within the Units (comprised of piping, valves, and sprinkler heads); and (ii) master fire detection alarms installed within the Common Elements and the Units (collectively, the "Fire Alarm and Sprinkler Systems"); and

WHEREAS, applicable building codes, municipal ordinances, and the City of Houston Fire Marshall mandate that the Fire Alarm and Sprinkler Systems be inspected on an annual basis, which requires a visual inspection of the fire alarm devices and the sprinkler heads which are located within the individual Units; and the results of such inspections may, from time to time, require that certain repairs be made to such Fire Alarm and Sprinkler Systems, for which further access into the individual Units will be required for the purpose of making such repairs; and

WHEREAS, generally, pursuant to, and without limitation, Section 82.102 and Section 82.107 of the Texas Property Code; and Section 5(C), and 8(F) of the Declaration, the Association (and their duly authorized representatives and agents) has a reasonable right of entry into any Unit to make emergency repairs, enforce the terms of the Condominium Documents, protect the property rights and welfare of other Owners, do other work reasonably necessary for the proper maintenance or operation of the Condominium, and to perform any of the duties of the Association which are set forth in the Condominium Documents; and

WHEREAS, generally, pursuant to, and without limitation, Section 82.102 of the Texas Property Code, and Section 8(F) of the Declaration, the Association, acting by and

through the Board, has the authority to impose fines for violations of the Declaration, Bylaws, and Rules; and

WHEREAS, the Board of Directors of the Association has deemed it necessary and desirable to adopt and establish procedures relating to mandatory Fire Alarm and Sprinkler Systems inspections and the imposition of fines for non-compliance.

NOW THEREFORE, pursuant to the authority provided by applicable law, the Declaration, and the Bylaws, the Board of Directors of the Association do hereby set and establish the following procedures relating to mandatory Fire Alarm and Sprinkler Systems inspections and the imposition of fines for non-compliance:

Procedures relating to: Mandatory Fire Alarm and Sprinkler Systems Inspections, Access for Repairs to the Fire Alarm and Sprinkler Systems, and the Imposition of Fines for Non-compliance

A. Mandatory Fire Alarm and Sprinkler Systems Inspections.

1. The Fire Alarm and Sprinkler Systems located in each Unit must be inspected on an annual basis. This requires a visual inspection of the fire alarm devices and the sprinkler heads which are located within the individual Units (the "Inspections"). The inspections are performed by consultant(s) retained by the Association who are approved by the Houston Fire Department/Fire Marshall to conduct such inspections (the "Inspector").
2. For liability purposes and to inspect the proper activation of the fire alarm panel, Owners/Residents must be available to meet with the Inspector to grant the Inspector access into the Unit.
3. The Inspections will be scheduled in advance in groups of Units for specific dates and within certain time windows (the "First Scheduled Community Inspection Date"). Notice of such First Scheduled Inspection Date shall be provided by regular mail and email, at least thirty (30) days prior to the inspection. Notices by mail or email shall be sent to the name and address of the Owner of the Unit according to the records of the Association. In addition, the Association may provide notice of the First Scheduled Inspection date by placing such notice on the front doors of the Units not less than seven (7) days prior to the inspection. If the Unit is occupied by person(s) other than the Owner, the Owner shall be responsible to ensure that access will be accommodated on the First Scheduled Community Inspection Date within the time window provided.

The Owner or Resident of the Unit must be present at the Unit on the date, and within the time window presented in the notice to allow entry into the Unit by the Inspector.

The Association will bear the expense of this Inspection conducted on the First Scheduled Inspection Date. While individual, specific appointments are not available to be scheduled, if the Owner or Resident of the Unit is unable to make the Unit available on such date and within the time window presented for the First Scheduled

Inspection Date, the Owner/Resident will be given the opportunity to schedule an appointment with the Inspector for a different date and time window when the Inspector is at the property conducting inspections of other Units. However, the payment of the cost of any rescheduled Inspection shall be the responsibility of the Owner of the Unit, and must be paid by the Owner or the Resident at the time of such rescheduled Inspection. Any unpaid cost of such rescheduled Inspection will be assessed against the Owner of the Unit as an Individual Purpose Assessment.

B. Access for Repairs to the Fire Alarm and Sprinkler Systems.

1. In the event that the Inspections reflect the need for repair or replacement of any of the components comprising the Fire Alarm and Sprinkler Systems located in a Unit ("Repairs"), the Owner/Resident will be so advised and it will be necessary to establish a date and time (the "Service Call Date") to allow the contractor/consultant(s) retained by the Association (the "Association's Contractor") to enter the Unit and perform the Repairs.
2. For liability purposes and to accommodate any such required Repairs, the Owners/Residents must be available to meet with the Association's Contractor to grant the Association's Contractor access into the Unit.
3. The Service Call Date will be scheduled in advance in groups of those Units for which Repairs are necessary, for specific dates and within certain time windows (the "First Scheduled Service Call Dates"). Notice of such First Scheduled Service Call Dates shall be provided by regular mail and email, at least thirty (30) days prior to the Service Call Date. Notices by mail or email shall be sent to the name and address of the Owner of the Unit according to the records of the Association. In addition, the Association may provide notice of the First Scheduled Service Call Date by placing such notice on the front doors of the Units not less than seven (7) days prior to the Service Call Date. If the Unit is occupied by person(s) other than the Owner, the Owner shall be responsible to ensure that access will be accommodated on the First Scheduled Service Call Date within the time window provided.

The Owner or Resident of the Unit must be present at the Unit on the Service Call Date, and within the time window presented in the notice to allow entry into the Unit by the Association's Contractor.

The Association will bear the expense of the First Scheduled Service Call Date, however, any Repairs to those components comprising the Fire Alarm and Sprinkler Systems located in the Unit which serve only such Unit (i.e., sprinkler heads, audible alarms, etc.) shall be assessed against the Owner of the Unit as an Individual Purpose Assessment.

While individual, specific appointments are not available to be scheduled, if the Owner or Resident of the Unit is unable to make the Unit available on such date and within the time window presented for the First Scheduled Service Call Date, the Owner/Resident will be

given the opportunity to schedule an appointment with the Association's Contractor for a different date and time window when the Association's Contractor is at the property conducting Repairs in other Units. However, the payment of the cost of any rescheduled Service Call shall be the responsibility of the Owner of the Unit, and must be paid by the Owner or the Resident at the time of such rescheduled Service Call. Any unpaid cost of such rescheduled Service Call will be assessed against the Owner of the Unit as an Individual Purpose Assessment.

C. Imposition of Fines.

1. It shall be the responsibility of the Owner of the Unit to ensure that access to the Unit is accommodated for the Inspection. In the event that access is not accommodated on the First Scheduled Community Inspection Date, and the Owner/Resident does not reschedule the Inspection, after notice and an opportunity to be heard are given in accordance with the Texas Property Code and the Declaration, the Association shall levy one or more fines against the Owner in an initial amount not less than \$150.00; and in a daily amount not less than \$10.00 a day each day thereafter until such Inspection takes place. In addition, any additional cost or expense incurred by the Association in conducting such Inspection shall be assessed against the Owner of the Unit as an Individual Purpose Assessment.
2. In the event that Repairs are required, it shall be the responsibility of the Owner of the Unit to ensure that access to the Unit is accommodated for such Repairs. In the event that access is not accommodated on the First Scheduled Service Call Date, and the Owner/Resident does not reschedule the Service Call, after notice and an opportunity to be heard are given in accordance with the Texas Property Code and the Declaration, the Association shall levy one or more fines against the Owner in an initial amount not less than \$150.00; and in a daily amount not less than \$10.00 a day each day thereafter until such Service Call and Repairs are completed. In addition, any additional cost or expense incurred by the Association in conducting such Repairs shall be assessed against the Owner of the Unit as an Individual Purpose Assessment.

D. General.

1. Prior to the Association's pursuing any enforcement action set forth in Section C: (i) the Association shall provide the Owner/Resident with not less than thirty (30) day notice to allow such Owner/Resident the opportunity to independently schedule such Inspection utilizing the Association's Inspector, at Owner/Resident's sole cost and expense; and (ii) if Repairs are necessary, the Association shall provide the Owner/Resident with not less than thirty (30) day notice to allow such Owner/Resident the opportunity to independently schedule such Repairs utilizing the Association's Contractor, at Owner/Resident's sole cost and expense.

2. In addition to the levy of fines, the Association may enforce the right of access into the Unit for purpose of such Inspection or Repairs by a lawsuit seeking injunctive relief mandating access for such Inspection. Pursuant to the provisions of Section 12 of the Declaration and Section 82.117 of the Texas Property Code, the Owner of the Unit shall be liable to the Association for all attorney fees and costs incurred by the Association to obtain compliance, whether or not suit is filed.

3. The Owner shall be absolutely liable to the Association, any other Owner, Resident, or third party whomsoever for any fines, actual or consequential damages, loss of insurance coverage, or fines, resulting from the Owner's failure to accommodate access into the Unit for purposes of such Inspection and/or Repairs.

The foregoing Procedures shall be effective upon the filing of this in the Real Property Records of Harris County, Texas as a dedicatory instrument.

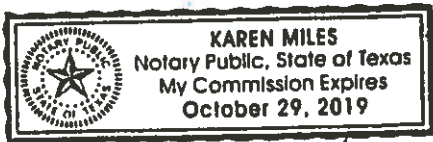
Piney Point Place Owners Association, Inc., a Texas non-profit corporation 1072

By: *Veronica Gaston*
 (signature)
Veronica Gaston
 (name printed)

Its: Secretary

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 28 day of February, 2017, by Veronica Gaston, Secretary of **Piney Point Place Owners Association, Inc.**, a Texas non-profit corporation, on behalf of such corporation.



Karen Miles
 Notary Public, State of Texas

Ret

Record and Return to: ✓
 Frank, Elmore, Lievens, Chesney & Turet, LLP
 Attn: Richard C. Lievens
 9225 Katy Freeway Suite 250
 Houston, TX 77024

FILED FOR RECORD

2:43:06 PM

Tuesday, March 21, 2017

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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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

Tuesday, March 21, 2017



Stan Stuart
COUNTY CLERK
HARRIS COUNTY, TEXAS

PINEY POINT PLACE OWNERS ASSOCIATION

HOME IMPROVEMENT REQUEST



In order to protect each individual homeowner's property value and privacy, it is required for any homeowner or group of homeowners planning improvements or changes to their deeded property (properties), including landscaping, to submit a home improvement request. This request is reviewed by the Architectural Control Committee to ensure compliance with deed restrictions, local statutes, and to protect neighboring homeowners. **If any change is made that has not been approved, the Committee has the right to ask the homeowner to remove the improvement and/or change from the property.** *Your sample, photos, brochures, or drawings must be submitted with this application. If not, this request may automatically be denied and this application will be returned to you.*

Please complete the entire form –

Date: _____

Owner Name: _____

Property Address: _____

Phone Number (HM): _____ Work: _____

E-Mail: _____

NOTE: The Association will not be held responsible for ensuring compliance with restrictions, utility easements, building setbacks, building codes and other restrictions imposed by other local or state governing bodies or companies.

1. Describe in detail the change or improvement requested. (Attach a copy of the plot with any elevation changes.) _____

2. Who will perform the actual work? _____

3. The change or improvements will be located where?

- | | |
|---|--|
| <input type="checkbox"/> Front of House | <input type="checkbox"/> Back of House |
| <input type="checkbox"/> Patio – Front | <input type="checkbox"/> Patio – Back |
| <input type="checkbox"/> Side of House | <input type="checkbox"/> Other _____ |

4. ITEM:

Please attach a color sample from the color chart of a chip of the actual paint or stain. The request cannot be approved without them

TYPE/COLOR		TYPE/COLOR	
<input type="checkbox"/>	Paint _____	<input type="checkbox"/>	Screen _____
<input type="checkbox"/>	Stain _____	<input type="checkbox"/>	Cement _____
<input type="checkbox"/>	Lumber _____	<input type="checkbox"/>	Fencing _____
<input type="checkbox"/>	Brick _____	<input type="checkbox"/>	Other _____

I understand that the Architectural Control Committee (ACC) has up to thirty (45) days but will act upon this request as quickly as possible. I agree not to begin on the property changes or improvements until the Board of Directors has informed me of their decision.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Homeowner agrees to and will indemnify and hold harmless the Association, it's Officers, Directors, Members, Employees, Agents and Deputies, from and against any and all liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or for damage to any property arising out of or in connection with the above referenced ACC request, including where such injuries, death, or damage are caused by the Association's sole negligence or the joint or concurrent negligence of the Association and any other person or entity.

_____	Start Date: _____
Signature of Homeowner	Completion Date: _____

Please complete and return to:

PINEY POINT PLACE OWNERS ASSOCIATION
 C/O CREATIVE MANAGEMENT COMPANY
 8312 SOUTHWEST FREEWAY #330
 HOUSTON, TEXAS 77074
 PH 713-772-4420 – FX 713-772-8655
 – or e-mail to lmarticiuc@cmctx.com

ARCHITECTURAL CONTROL COMMITTEE USE ONLY

APPROVED with the following restrictions, if any:

DISAPPROVED for the following reasons:

<input type="checkbox"/> BOARD APPROVAL	<input type="checkbox"/> BOARD DISAPPROVAL
_____	Date: _____
_____	Date: _____

PINEY POINT PLACE HOMEOWNERS ASSOCIATION, INC

RESERVATION OF THE CLUBHOUSE FOR A PRIVATE FUNCTION

PLEASE CONTACT LIZ FLECK FOR RENTAL COORDINATION –lfleck@cmctx.com

DATE OF FUNTION: _____

TYPE OF FUNTION: _____

TIME: _____ (6 HOURS MAXIMUM)

APPROXIMATE NUMBER OF GUESTS: _____

(NO MORE THAN FIFTY (50) PEOPLE MAY USE THE CLUBHOUSE AT ANY ONE TIME)

USE FEE \$100.00

ADMINISTRATION FEE \$ 25.00

DEPOSIT \$250.00

CASHIER'S CHECK/MONEY ORDER/PERSONAL CHECK ACCEPTED

I acknowledge that the clubhouse and its facilities are common elements for the benefits, use and enjoyment of all the owners of Piney Points Place. In reserving the clubhouse and its facilities for a social function, I agree to abide by the Rules and Procedures for reserving and renting the clubhouse and I agree to have it cleaned immediately after the function and to leave the clubhouse and its facilities in a clean, tidy, and neat condition. To include: removing all trash, cleaning the dish washer/fridge/ Microwave, ensure that all windows and doors are locked (particularly the front paired doors) and resetting the AC to 80F. This is to ensure the enjoyment of other owners.

I also acknowledge that the deposit of \$250.00 will be forfeited in full or part if there are any infractions of the rules, a complaint is received from any residents by management regarding excessive noise or unruly conduct by party guest, if any damage is caused to the property or the clubhouse and its facilities are not left in a clean, tidy and neat condition. Creative Management is the leasing agent for Piney Point Place Homeowner association, Inc.

Indemnity: I hereby indemnify and hold the Association, its agents, employee, officers and directors harmless from and against any and all injuries, losses, and/or damages sustained by any person, whether associated with me/us or not, arising directly or indirectly out of or related to my/our use of the clubhouse and its facilities, including any claim based on the alleged sole negligence, contributory negligence or gross negligence of the Association, its agents ,employees, officers and directors.

NAME OF OWNER: _____

UNIT: _____ PHONE # _____

PHONE#(WORK) _____ PHONE#(CELL) _____

DATE: _____ SIGNATURE: _____