

BY-LAWS OF COVERED BRIDGE  
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.

APPLICABILITY, MEMBERS, MEMBERSHIP  
AND DEFINITIONS

**SECTION 1.** These By-Laws shall be applicable to Covered Bridge Condominium Association, Inc., a non-profit corporation of the State of Texas, hereinafter referred to as the "Association" to all of the members thereof as hereinafter defined, to the community and recreational facilities owned or leased by the Association and to each Covered Bridge Condominium which is now or may hereafter be created, hereinafter referred to as the "Condominiums."

**SECTION 2.** All present and future owners, tenants, future tenants, their guests, invitees, licensees, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominiums, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the units in the Condominiums shall be conclusively deemed to mean that the said owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.

**SECTION 3.** Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By-Laws:

(a) "Property" means and includes the land whether leasehold or in fee simple and the building, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto;

(b) "Building" includes the principal structure or structures erected or to be erected upon the land described in the Declaration provided for in Section (g) which determines the use to be made of the improved land whether or not such improvement is composed of one (1) or more separate buildings containing one (1) or more floors or stories.

(c) "Condominium Project" means a real estate condominium project; a plan or project whereby four (4) or more apartments, rooms, or other units in existing or proposed buildings or structures are offered or proposed to be offered for sale;

(d) "Condominium" means the separate ownership of single units or apartments in a multiple unit structure or structures with common elements;

(e) "Apartment" means an enclosed space consisting of one (1) or more rooms occupying all or part of a floor or floors in a building if one (1) or more floors or stories, provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare;

(f) "Developer" means HOVNANI, TEXAS, INC., its

successors or assigns;

(g) "Master Deed" or "Master Lease" or "Declaration" means the deed, lease or declaration establishing the property as a condominium regime;

(h) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment or apartments within the condominium project;

(i) "Council of Co-owners" means all the Co-owners as defined in Subsection (h) of this section;

(j) "Majority of Co-owners" means the apartment owners with fifty-one (51%) percent or more of the votes weighed so as to coincide with percentages or fractions assigned in the Declaration;

(k) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof;

(l) "Unit or Dwelling Unit" are synonymous with "apartment."

~~(m) "Common Elements" means and includes:~~

1. The land, whether leased or in fee simple, on which the building stands;

2. The foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communication ways;

3. The basements, flat roofs, yard and gardens except as otherwise provided or stipulated;

4. The premises for the lodging of janitors or persons in charge of the building, except as otherwise provided for or stipulated;

5. The compartments or installation of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;

6. The garbage incinerators and, in general all devices or installations existing for common use; and

7. All other elements of the building desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime, and any other elements described in the Declaration filed pursuant to Section (g).

(n) "Limited Common Elements" means and includes those common elements which are agreed upon by all of the Co-owners to be reserved for the use of a certain number of apartments to the exclusion of the other apartments, such as special corridors, stairways and elevators, sanitary services common to the apartments of a particular floor, and the like.

(o) "To Record" means to record in the office of

the County Clerk of the county in which the property is situated in accordance with the provisions of Title 115, Revised Civil

(p) All pronouns used herein include the singular or plural numbers, as the case may be.

SECTION 4. Except as otherwise provided, membership in the Association shall be limited to the owners or Co-owners of apartments in the Condominiums, provided that whenever title to a unit is vested in two or more persons, such Co-owners shall be entitled jointly to one vote for their particular apartment.

In the event that a member shall lease or permit another to occupy his Condominium unit, the tenant or occupant shall be permitted to enjoy the recreational and community facilities of the Association but shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member. The use of community and recreational facilities of the Association shall be limited to occupants of apartments and their guests and invitees.

In the event that a member shall mortgage his unit the lien of the mortgage shall be deemed to attach to the member's rights, privileges and obligations in the Association, including the right to vote in the affairs of the Association so that if the member shall be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its assigns, or purchaser at foreclosure.

Every lawful transfer of title to a member's apartment shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate and full vest in the new owner.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

SECTION 5. Evidence of membership and ownership in the Association may be evidenced by a membership card issued to each member of the Association.

## ARTICLE II

### PRINCIPAL OFFICE

SECTION 1. The principal office of the Association shall be located at 5005 Georgi Lane, Houston, Texas 77092, but may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Directors.

## ARTICLE III MEETINGS OF MEMBERS: VOTING

SECTION 1. All annual and special meetings of the Association

shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

SECTION 2. Annual meetings of the members of the Association shall be held on the Fourth Tuesday in March of each year. At each annual meeting, there shall be elected by a ballot of a majority of the members entitled to vote, the Directors of the Association in accordance with the provisions of Article V, Section 2 of these By-Laws. The members may also transact such other business as may properly come before the meeting.

SECTION 3. The Secretary shall mail notices of annual meetings to each member of the Association, directed to his last known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten days nor more than twenty days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand

SECTION 4. The President may call a special meeting of the members of the Association, and it shall be the duty of the President to call a special meeting of the members of the Association whenever he is directed to do so by resolution of a majority of the Directors or upon presentation to the Secretary of a petition signed by 33-1/3% of the members entitled to vote at such meeting.

SECTION 5. The Secretary shall mail notice of such special meeting to each member of the Association in the manner provided in Section 3 of this Article, except that notices of such special meetings shall be mailed not less than five nor more than ten days before the date fixed for such meetings. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the members or left at their residence in their absence. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds of the members entitled to vote at such meeting either in person or by proxy.

SECTION 6. The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of the members and their last known post office addresses. Such list shall also show opposite each member's name the number of the dwelling unit owned by him, the parking space assigned to said unit and the percentage of ownership of the member in the common elements in the particular Condominium in which his unit is located. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Directors.

SECTION 7. Each Condominium apartment shall have one vote in the Association. If a member owns more than one apartment, he shall be entitled to one vote for each unit owned. The vote of an apartment unit shall not be divisible among co-owners.

SECTION 8. A member shall be deemed to be in "good standing" and "entitled to vote" at any annual or special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his unit by the Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any properly chargeable to him and against his unit, at least three days prior to the date fixed for such annual or special meetings.

SECTION 9. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members representing a majority of the total number of votes in the Association shall constitute a quorum at any annual or special meeting of members. If any meeting of members cannot be organized because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting to a time not less than eighteen hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the members.

SECTION 10. Votes may be cast either in person or by proxy. Proxies must be in writing and filed with the Secretary at least two days before the time appointed for each meeting in the notice thereof.

SECTION 11. All decisions shall require for passage, the affirmative vote of at least a majority of the members in good standing and entitled to vote and who vote in person or by proxy.

SECTION 12. The order of business at all annual meetings of the members of the Association shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Certification to minutes of Association of names of members in good standing and entitled to vote;
- (d) Reading of minutes of preceding meeting;
- (e) Reports of committees;
- (f) Reports of officers;
- (g) Appointment of inspectors of election;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New business.

#### ARTICLE IV

##### OBLIGATIONS OF MEMBERS

SECTION 1. Each member shall perform promptly and at his own risk, cost and expense, all maintenance and repair work with respect to the portion of each apartment owned by him which does not comprise a part of the common elements and which, if omitted, would adversely affect or jeopardize the safety of the Condominium in which his unit is located or any part or parts thereof belonging in whole or in part to other members

and each member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work.

SECTION 2. Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by his negligence or by the negligence of his tenants, agents, guests, invitees or licensees, promptly upon the receipt of the Association's statement theretofore.

SECTION 3 That the owner or co-owners of each unit are bound to contribute pro rata in the percentage of their ownership in the common elements as set out in Exhibit "C" attached to the Declaration hereto, toward the expenses of administration, maintenance, repair, and replacement of the said common elements within the particular condominium of which it is a part. As to expenses of administering and maintaining the Association and all of its real and personal property in such amount as shall from time to time be found by the Association to be necessary, including but not limited to expenses for the operation, maintenance, repair or replacement of the Association buildings, grounds, or facilities; the maintenance, operation, repair or replacement of the recreational facilities; or costs of carrying out the duties and powers of the Association; compensation of Association employees, insurance premiums and expenses relating thereto; taxes which may be assessed against Association property and other expenses of the Association set forth herein, or in the Declaration attached hereto, or which may be designated by the Board of Directors of such Association as "common expenses," each owner or co-owner of each unit are bound to contribute pro rata to such expenses as designated proportionate to the ratio as the total expenses bears to the total number of units owning interest in and administered by said Association, at any given time, as more fully set out in Article XIII hereof. No owner may exempt himself from contributing toward such expense, either as an owner or co-owner of a unit in the particular condominium of which it is a part, or in the said Covered Bridge Condominium Association, Inc. by waiver of the use of or enjoyment of the common elements or the community or recreational facilities of the Association or by abandonment of the unit owned by him.

SECTION 4. Payment by the member of his share of the aforesaid expenses shall be made in the amount from time to time fixed by the Directors, to the Treasurer of the Association at the principal office of the Association or such other place as shall be designated by the Directors.

SECTION 5. All such charges and expenses chargeable to a member and his dwelling unit shall constitute a lien against the said unit in favor of the Association for the use and benefit of the members of the Association prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under purchase money mortgage instruments of encumbrance, if any, duly recorded. The said lien may be foreclosed in the manner provided for the foreclosure and sale of real estate mortgages and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien aforesaid shall

be in addition to any other remedy which may be available to it at law for the collection of the charges and expenses including the right to proceed personally against any delinquent member for the recovery of a personal judgment against him for the amount due, court costs and reasonable attorney's fees.

SECTION 6. In the event a member shall fail to pay any assessment levied against him and the Condominium unit owned by him for the maintenance of the common elements of the Condominium in which his unit is located, for the expenses of administering, maintaining and operating the community and recreational facilities of the Association or any other expense lawfully agreed upon, within ten days after the same shall become due and payable, the Association shall be entitled to foreclose the lien referred to in the preceding section.

SECTION 7. Upon the sale, conveyance or other lawful transfer or title to a unit, all unpaid assessments against a member for his pro rata share of the expenses of administration, maintenance and repair of the common elements and the community and recreational facilities of the Association and other expenses agreed upon, shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:

(a) Assessments, liens and charges for taxes past due and unpaid on the dwelling unit, and

(b) Payments due under purchase money mortgage instruments of encumbrance, if any, duly recorded.

SECTION 8. The acquirer of a Condominium apartment shall be jointly and severally liable with the seller for the amounts owing by the latter to the Association up to the time of the conveyance or transfer, without prejudice to the acquirer's right to recover from the seller the amount paid by him as such joint debtor. The Association shall provide for the issuance, and issue to every acquirer upon his request, a statement of such amounts due by the seller and the acquirer's liability under this Section shall be limited to the amount as set forth in said statement.

SECTION 9. All units shall be utilized for residential purposes only. A member shall not make structural modifications or alterations in his unit or installations located therein without the written consent of the Directors.

SECTION 10. The Association shall have the irrevocable right, to be exercised by the Directors or Manager of the Association, or any duly authorized agent, to have access to each dwelling unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units.

SECTION 11. Each member shall comply strictly with these By-Laws and with the administrative Rules and Regulations adopted pursuant thereto including swimming pool and recreational facilities rules as either of the same may be

lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Declaration and in the Deed to his unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, for damages or injunctive relief, or both, plus Court costs and reasonable attorney's fees; maintainable by the Association on behalf of the Council of Co-owners or, in a proper case, by an aggrieved member. Any such action may be brought as a class action.

ARTICLE V

BOARD OF DIRECTORS

by a Board of Directors consisting of seven (7) persons each of whom shall be either a member of the Association or an officer, director, employee or designee of the Developer.

SECTION 2. At the first annual meeting of the members of the Association, two Directors shall be elected to serve for a term of three years, two Directors shall be elected to serve for a term of two years and the remaining three Directors shall be elected to serve for the term of one year. At the expiration of the initial term of each Director, his successor shall be elected to serve for a term of three years, provided that each Director shall continue to hold office until his successor is elected. Directors shall serve without compensation.

Section 3. If the office of any Director shall become vacant by reason of his death, resignation, retirement, disqualification removal from office or otherwise, the remaining Directors, at a special meeting duly called for such purposes, shall choose a successor, who shall hold office until the next annual meeting of the members and his reelection or the election of his successor at such meeting. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred.

SECTION 4. Directors may be removed with or without cause, by the affirmative vote of two-thirds of the members in good standing and entitled to vote at such annual or special meeting of members duly called for such purpose.

SECTION 5. The first or organizational meeting of each newly elected Board of Directors shall be held immediately upon adjournment of the meeting of members at which they were elected and at the same place where the meeting of members was held, provided a quorum is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon thereafter as may be practicable provided notice is given to each Director as set forth in Section 6 of this Article or unless waived as provided in Section 8 of this Article.

SECTION 6. Regular meetings of the Board of Directors may be held at such time and place permitted by law as from time to time may be determined by the Directors, but at least four such meetings shall be held in each fiscal year. Notice of regular meetings of the Board shall be given to each Director personally, by telegram or by United States mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Association, at least five days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.



**SECTION 7.** Special meetings of the Board of Directors may be called by the President of the Association on three days' written notice to each Director, given in the same manner as provided in Section 6 of this Article. Special meetings of the Board shall be called by the President or the Secretary in like manner upon the written request of any two Directors.

**SECTION 8.** Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Directors are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or by these By-Laws.

**SECTION 9.** At all duly convened meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws or by law, and the acts of the majority of the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Director or Directors present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called, may be transacted without further notice to any Director.

**SECTION 10.** The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential Condominium project and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others. In the performance of its duties as the administering body of the Association and of the Condominiums being administered by said Association, the Board of Directors shall have powers and duties including, but not limited to, the following:

- A. The operation, maintenance, renewal, replacement, care, up-keep, protection and surveillance of the buildings in each Condominium, their general and limited common elements and services and the community and recreational facilities and all other property, real or personal, of the Association.
- B. The preparation prior to the beginning of each fiscal year of a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreational facilities, and reasonable reserves for depreciation, replacements and renewals. The total amount of such budget or estimate shall be assessed against all of the dwelling units and the respective owners thereof, in the proportionate shares and percentages applicable to the units owned by them as set forth in the declaration, and prorated as set forth in Article XIII herein to include the owners and units in all Condominiums which are now, or may hereafter, be administered by the Association.

The proportionate amounts thus found applicable to each dwelling unit shall be payable by the owner thereof to the Association in equal installments, in advance, said billing dates to be determined by the Directors

- C. By majority vote of the Board, to adjust or increase the amount of any annual assessment and equal installments, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever the Board is of the opinion that it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increased or special assessments shall be made or levied against such owners and the family units owned by them respectively, in the same proportions or percentages as provided in Subsection (B) of Section 10 of this Article.
- D. To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the common elements, community and recreational facilities of the Association and all of its real and personal property.
- E. To require all officers and employees of the Association handling, or responsible for funds of the Association or funds in its possession or under its control to furnish adequate fiduciary bonds, in form, penalties and with corporate surety satisfactory to the Board of Directors. The premiums on such bonds shall be paid by the Association as part of the common expenses.
- F. To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any individual dwelling unit or otherwise properly chargeable to the owners thereof.
- G. To employ and dismiss such clerks, stenographers, workmen, janitors, gardeners, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Directors may from time to time be necessary for the proper operation and maintenance of the Condominiums, and the community and recreational facilities of the Association, except the portions thereof required to be maintained by owners of dwelling units. The Board of Directors may also employ a Manager for the Association, at such compensation as may be established by the Board, to perform such duties and services as the Board may lawfully delegate.
- H. To enter or cause to be entered any dwelling unit when deemed necessary for or in connection with the operation, maintenance, repair, renewal or protection of any common elements, or to prevent damage to the common elements or any dwelling units, or in emergencies, provided that such entry and work shall be done with as little inconvenience as possible to the owners and occupants of such dwelling units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the Deed to his Condominium unit.

- I. To collect delinquent levies or assessments made by the Association through the Board of Directors against any dwelling units and the respective owners thereof, together with such costs and expenses incurred in connection therewith, including but not limited to Court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominiums, by injunction or such other legal action or means as the Board of Directors may deem necessary or appropriate.
- J. To employ or retain legal counsel, engineers and accountants and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including but not limited to those hereinbefore or hereinafter referred to in these By-Laws.
- K. To borrow money and sign any Promissory notes and accompanying documents in connection therewith, with consent of two-thirds of the members in good standing and entitled to vote.
- L. To hire an outside agent and/or management firm to perform all duties and services required by these By-Laws.
- M. To enter into any necessary contracts or agreements for the operation and administration of the corporation or the Condominiums being administered by the Association, with private parties or any governmental agency.
- N. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Directors may deem appropriate from time to time and as may be consistent with good accounting practices.
- O. 1. To cause a complete audit of the books and accounts of the Association to be made by an independent certified public accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Directors shall also prepare at the end of each fiscal year and furnish to the owner of each dwelling unit a report of the business and affairs of the Association, showing its transactions and reflecting fully and accurately its financial condition.
2. To keep detailed books of account of the receipts and expenditures affecting each Condominium and its administration and specifying the maintenance and repair expenses of the common elements and all other expenses incurred.
- P. To make and enforce compliance with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupant of dwelling units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a family unit promptly upon the adoption thereof.

or posted in a conspicuous place in the Community Building.

- Q. 1. The Board of Directors, or its designee, shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with broad form fire and extended coverage, vandalism and malicious mischief endorsements, insuring all the buildings containing the units and common elements therein (including in all units, the fixtures, appliances and carpeting initially installed therein by the Developer, but not including the painted or decorated surfaces of interior walls, furniture, furnishings, personal property, contents or personal liability of individual unit owners) together with all central utility and other service machinery contained therein, and all buildings, fixtures, equipment and personal property owned by the Association, in the amount determined by the Board and approved by all first mortgagees having mortgage liens upon the Condominium units contained in said buildings. All such policies shall provide that in the event of loss or damage, the proceeds of said policy or policies shall be payable to the Board of Directors or to its designees as an insurance trustee on behalf of each of the owners, co-owners and mortgagees of units in said buildings. Said insurance trustee shall be obligated to apply said proceeds as set forth in Article VI of these By-Laws. Each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a unit and shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its respective interest may appear, subject however, to the right of the Board of its designees as insurance trustee, to receive said proceeds to be applied to repair or reconstruction as provided herein, (2) workmen's compensation, and (3) public liability insurance insuring the Association and its members against liability for any negligent act of commission or omission attributable to the Association or any of its members and which occurs on or in any of the common elements of the Condominiums or the community or recreational facilities of the Association, (4) boiler, glass, burglary, theft and such other insurance as will protect the interest of the Association, its employees, the members and mortgagees. All insurance premiums shall be paid by the Association as common expenses.
2. All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by unit owners or of invalidity arising from any acts of insured or any unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of units.
3. Unit owners may obtain insurance for their own account and for their own benefit. No owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished in any way.
- R. The Board of Directors of the Association may appoint committees as deemed appropriate in carrying out its purposes, including but not limited to:

1. A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

2. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Area and Properties, as appropriate, and shall perform such other functions as the Board in its discretion determines;

3. An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement, certified by an independent public accountant, of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee.

#### ARTICLE VI

##### RESTORATION AND REPLACEMENT OF CONDOMINIUM IN THE EVENT OF FIRE OR CASUALTY

Section 1. In the event of fire or other disaster or casualty resulting in damage to the buildings and common elements of any one or more of the Condominiums less than two-thirds of the livable area of building or buildings comprising the Condominium or Condominiums, as may be determined by the Council of Co-owners, the net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. Where the insurance indemnity is insufficient to cover the cost of reconstruction or replacement, the new building costs shall be paid by all of the co-owners directly affected by the damage, in proportion to the percentage of the value of their respective dwelling units as it bears to the total value of the damaged building or buildings. If any one or more of those composing the minority of the co-owners who were directly affected by the damage shall refuse to make such payments, the board of Directors shall levy an assessment in an amount proportionate to the percentage of value of the dwelling units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. In the event any owner or owners shall fail to respond to the assessment by payment thereof within a reasonable time, the Association shall cause such restoration or reconstruction to be accomplished and to charge the cost thereof, less any applicable insurance credits, to the owners of the units affected in the proportions mentioned. Such costs less any insurance credits, shall constitute a lien against the dwelling unit or units of such owner or owners and may be enforced and collected in the same manner as all other liens as hereinbefore provided. The provisions of this Section may be changed by unanimous resolution of the owners of units or apartments then concerned within the Condominium as a whole, adopted subsequently to the date on which the fire or other disaster or casualty occurred.

SECTION 2. In the event of a total destruction of the entire Condominium or Condominiums, or if the common elements are damaged or destroyed to more than two-thirds of the livable area of building or buildings comprising the Condominium or Condominiums, the Council of Co-owners of the said Condominium

or Condominiums upon unanimous consent by all the Co-owners may elect to reconstruct or replace the said buildings and common elements. In the event of an election to reconstruct or replace, payment of the costs thereof shall be made as provided in the preceding Section of this Article.

If the Council of Co-owners shall elect not to reconstruct or replace, the Council of Co-owners of the said Condominium or Condominiums, with the consent of all of the mortgagees holding first mortgages on the dwelling units within said Condominium or Condominiums, may sell for cash and upon terms, the entire Condominium or Condominiums, provided seventy-five percent or more of the owners are in accord and so vote at a regular duly called meeting of the said Council of Co-owners. In the event the election is made to sell, the covenants against partition contained in the Declaration of Restrictive and Protective Covenants, shall become null and void and the said owner or owners shall be entitled to convey their interest in the Condominium or Condominiums and may invoke relief in a Court of Equity to compel such a sale and partition against those owners who shall have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of the Condominium or Condominiums. After providing for all necessary costs and expenses, including court costs and reasonable attorney's fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium or Condominiums, distribution of the combined funds shall be made to the owner or owners of the dwelling units in the said Condominium or Condominiums, in accordance with their respective undivided interest in the common elements as set forth in the Declaration creating the particular Condominium or Condominiums, subject only to the rights of outstanding mortgage holders.

Except as provided in this section, the common elements shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

## ARTICLE VII

### OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice President, Secretary and a Treasurer. The Secretary may be eligible to the office of Treasurer. The President shall also be a member of the Board of Directors. The Board of Directors may also appoint Assistant Secretaries and Assistant Treasurers as they may deem necessary.

SECTION 2. The officers of the Association shall be elected annually by the Board of Directors at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Directors and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the members of the Board.

SECTION 3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. He shall have the general powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such contracts and other instruments where duly authorized in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and executing thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

SECTION 4. The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors.

SECTION 5. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform like duties for any committees when required. He shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members, the Board of Directors and committees and such other duties as may be prescribed by the By-Laws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

SECTION 6. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board, making vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association.

SECTION 7. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

#### ARTICLE VIII

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1. The Association shall indemnify every Director and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to

matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses, provided however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any member or owner of a dwelling unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a member or owner of a dwelling unit in any Condominium or Condominiums.

#### ARTICLE IX

##### FISCAL YEAR

SECTION 1. The fiscal year of the association shall begin on the first day of January in each year.

#### ARTICLE X

##### CORPORATE SEAL

SECTION 1. The corporate seal of the Association shall consist of two concentric circles between the circumferences of which shall be inscribed the name of the Association and within the circumference of the inner circle the words, "Incorporated, Texas" and the year of incorporation.

#### ARTICLE XI.

##### AMENDMENTS TO BY-LAWS

SECTION 1. These By-Laws and form of administration set forth herein may be amended from time to time by the affirmative vote of two-thirds of the total number of votes prescribed by law. No such modification shall be operative until it is embodied in the minutes of the Association.

SECTION 2. Notwithstanding the provisions of Section 1 of this Article the DEVELOPER retains the sole and exclusive right to amend these By-laws until the expiration of two (2) years from the date of the recording of the last deed by DEVELOPER to a Condominium unit in any Condominium which is or may in the future be administered by the Association, whichever time is later. The intent and sole purpose of this provision is to provide for and allow the DEVELOPER to complete development of the various Condominiums which are or will in the future be administered by this Association. The provision of this paragraph cannot be changed or amended by non-developer members during the aforesaid period of time, anything herein to the contrary notwithstanding.



ARTICLE XII

DISSOLUTION

SECTION 1. In the event of waiver of termination of the Condominium or Condominiums being administered by this Association the Association shall immediately be dissolved as provided by law and this instrument.

SECTION 2. Prior to such dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the members of the Association in accordance with their percentage of ownership therein.

ARTICLE XIII

MEMBER'S PERCENTAGE OF OWNERSHIP AND MAINTENANCE FEES

SECTION 1. The percentage of ownership of each member in the Association shall be computed as follows:

- A. Each member shall have a 1/250th interest in Association until the final sections of Covered Bridge Apartment of any annexed lands have been determined. At that time, each member will receive a proportionate interest based upon the actual number of units to be developed. For example, the current number of units proposed for Covered Bridge Apartments exclusive of annexed lands is 250. Should this number of units be developed, each unit owner would have a 1/250th interest in the Association. Should a greater number of units be constructed upon this and annexed lands, each unit owner would have a lesser interest in the Association and similarly should a lesser number than 250 be developed, he would have a greater interest in the Association.

Maintenance costs for the Association-owned land and facilities will be assessed to each unit owner on the basis of 1/250th of the Association's total operating costs until determination as to the number of units actually obtainable within this and annexed lands is made and thereafter at the actual proportionate interest. Until the final determination of interest is made, the developer will retain all membership interest not distributed to unit owners.

SECTION 2. In addition to the above cost, the fee to be paid by each member for the maintenance of the condominium-owned lands and common elements shall be computed as follows:

Where there is only one Condominium being administered by the Association, by dividing unit square footage by the total Condominium square footage and multiplying the result thereof by one hundred, the final figure being expressed in a percentage. The resulting percentage shall be used to determine an owner's percentage of ownership in the undivided common elements of the particular Condominium in which his unit is located, as reflected by Exhibit "C". The percentage of ownership of each owner in the undivided common elements of the Condominium in which his unit is located shall have a permanent character and shall not be altered except by the affirmative vote of all of the owners or co-owners and their first mortgagees of all of the dwelling units in each particular Condominium.

COVL

The maintenance cost for each unit shall be determined by multiplying the percentage of ownership as above determined, by the total operating budget for the Condominium.

B. Where there is more than one Condominium being administered by the Association, by dividing the unit square footage by the aggregate unit square footage of all of the Condominiums being thus administered and multiplying the result thereof by one hundred, the final figure being expressed in percentage. The method of allocation of the fee to be paid by each owner or co-owner toward maintenance of the Condominium owned lands and common elements shall be made annually by the Council of Co-owners but not inconsistent with the provisions of the Texas Condominium Act, Article 1391a, Revised Civil Statutes of Texas.

The maintenance cost for each unit shall be determined by multiplying the percentage as determined in this Paragraph B, by the total operating budget for those Condominium being administered by the Association.

SECTION 3. "unit Square Footage" as used in this article shall mean the square footage of the enclosed area of each unit.

SECTION 4. "Condominium Square Footage" as used in this Article shall mean the total square footage of the enclosed area of all the units located in the particular Condominium.

SECTION 5. "Aggregate Square Footage of Condominium" as used in this Article shall mean the total square footage of all the Condominiums being administered by the Association.

#### ARTICLE XIV

##### ANNEXATION

SECTION 1. Association has been advised by Developer, that Developer, its parent corporation or one of its subsidiary or affiliated corporations may construct additional Condominiums in the City of Houston, on property contiguous or adjacent to the property shown on Exhibit "A" attached to the Declaration.

SECTION 2. Unless specifically deemed otherwise by Developer any such additional Condominiums shall be considered annexed to and a part of Covered Bridge Condominium and governed and administered by this Association and all owners or Co-owners of Condominium units therein shall be members of this Association and subject to the provisions of these By-Laws and to the Rules and Regulations of this Association.

#### ARTICLE XV

##### DEPOSITS REQUIRED

SECTION 1. Upon conveyance of a dwelling unit by Developer to an initial purchaser of said dwelling unit, said dwelling unit

owner shall deposit with the Association three (3) months' estimated monthly association assessments and one (1) years estimated insurance premium, the latter to cover insurance on the unit owner's interest in the common elements of his particular Condominium.

SECTION 2. The aforesaid deposits shall be refunded to the unit owner (less any assessments currently owed) upon any resale of the dwelling unit by him, upon the condition that a deposit in an amount equal to that being held by the Association (excluding any assessments currently owed) is received from the purchaser of the particular dwelling unit. In the event said deposits are not received by the Association within thirty (30) days from the date of closing of title to such resale, the deposits shall be deemed credited to the account of the new owner. Nothing herein shall affect any unit owner's obligation for the payment of any Association assessments, charges or liens.

EXECUTED AT HOUSTON, TEXAS, on this the 3rd day of February, 1976.

ATTEST:

COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC.

*James W. Miller*  
James W. Miller  
Assistant Secretary

*Earl M. Bickford*  
Earl M. Bickford  
Vice-President

A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 23 PAGE 27

THE STATE OF TEXAS           §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Earl M. Bickford, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the  
3rd day of February, A. D., 1976.

*Maxwell K. Hubland*  
Notary Public in and for  
Harris County, T E X A S

Return to  
HOOVER, COX & MILLER  
ATTORNEYS AT LAW  
201 POST OFFICE BUILDING  
1800 SOUTH POST OFFICE AT WESTHEIMER  
HOUSTON, TEXAS 77057

623 4440

FILED

7/28/2015

9:57 AM

7/28/2015 hccpirp1

10.00

Stan Stewart

COUNTY CLERK

**CERTIFICATE OF AMENDMENT**  
**to**  
**BY-LAWS OF COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC.**  
**of**  
**COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC.**

STATE OF TEXAS     §  
                                   §  
 COUNTY OF HARRIS §

The undersigned, being the duly elected, qualified and acting President and Secretary of Covered Bridge Condominium Association, Inc., a Texas non-profit corporation ("Association"), do hereby certify the following amendment to the By-Laws attached to the "Declaration of Restrictive and Protective Covenants for a Condominium Regime Known as Covered Bridge Condominium No. 2", "Declaration of Restrictive and Protective Covenants for a Condominium Regime Known as Covered Bridge Condominium No. 3" and "Declaration of Restrictive and Protective Covenants for a Condominium Regime Known as Covered Bridge Condominium No. 4" as Exhibit "D" filed of record in Volume 23, Page 18, *et seq.*, Volume 28, Page 100, *et seq.* and Volume 32, Page 1, *et seq.* of the Condominium Records of Harris County, Texas ("By-Laws") was approved at a meeting of the Association Board of Directors (the "Board") duly called and held on the 20<sup>th</sup> day of July, 2015, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority of the board members:

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code provides:

The board of directors may amend or repeal the bylaws, or adopt new bylaws, unless:

- (1) this chapter or the corporation's certificate of formation wholly or partly reserves the power exclusively to the corporation's members;
- (2) the management of the corporation is vested in the corporation's members; or
- (3) in amending, repealing, or adopting a bylaw, the members expressly provide that the board of directors may not amend or repeal the bylaw.

WHEREAS, there is no such restriction or reservation in the Association's Articles of Incorporation or By-Laws nor are there any vested rights specifically provided to the Association's Members;

WHEREAS, the Board determined it would be in the best interests of the Association to amend the By-Laws;

NOW THEREFORE, BE IT RESOLVED, the By-Laws are amended as follows:

1. Article I, Section 3, Subsection (j) of the By-Laws is deleted in its entirety.

2. Article I, Section 3 of the By-Laws is amended to add the following Subsection:

(q) "Member" means and includes "Co-Owner" as defined in Subsection (h) of this section.

3. The preface of Article III of the By-Laws is amended to read as follows:

### ARTICLE III

#### MEETINGS OF MEMBERS

4. Article III, Section 2 of the By-Laws is amended to read as follows:

SECTION 2. Annual meetings of the members of the Association shall be held each year at the principal office of the Association or at such other place as may be designated in writing by the Directors of the Association on the day and at the hour specified in the notice. At each annual meeting, there shall be elected the Directors of the Association in accordance with the provisions of Article V, Section 2 of these By-Laws. The members may also transact such other business as may properly come before the meeting.

5. Article III, Section 9 of the By-Laws is amended to read as follows:

SECTION 9. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. In such event a meeting is adjourned for failure to attain a quorum, the quorum requirement for the first recalled meeting of the members shall be thirty percent (30%) of the votes of

each class of membership entitled to cast, either in person or by proxy. If a quorum shall not be present or represented at the first recalled meeting, the members have the power to adjourn and recall the meeting as many times as it takes to achieve a quorum and the quorum requirement for each subsequent recalled meeting shall be twenty percent (20%) of the votes of each class of membership entitled to cast, either in person or by proxy.

All other provisions of the By-Laws of the Association shall remain in full force and effect.

TO CERTIFY WHICH WITNESS my hand on this 20<sup>th</sup> day of July, 2015.

ATTEST:

**COVERED BRIDGE CONDOMINIUM  
ASSOCIATION, INC.**

By: *Mary B. Carlson*

By: *Cortiss Rogers*

Printed: MARY B. CARLSON

Printed: Cortiss Rogers

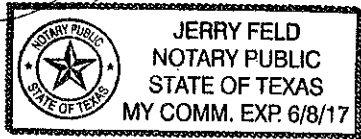
Its: Secretary

Its: President

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned notary public, on this 20<sup>th</sup> day of July, 2015 personally appeared Cortiss Rogers, President of Covered Bridge Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

*Jerry Feld*  
Notary Public in and for the State of Texas



ANY PROVISION HEREIN WHICH RESTRICT THE  
SALE, RENTAL OR USE OF THE DESCRIBED  
REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER  
FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICT 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 on



**JUL 29 2015**  
*Stan Stewart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**RECORDER'S MEMORANDUM**

At the time of recordation, this instrument was  
found to be inadequate for the best photographic  
reproduction because of illegibility, carbon or  
photo copy, discolored paper, etc. All blackouts,  
additions and changes were present at the time the  
instrument was filed and recorded.





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# Rules & Regulations Covered Bridge Condominiums

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*Effective March 1, 2014*

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## **I. General Provisions**

- A. Each Owner/Occupant shall promptly and fully comply with all provisions of the governing documents of Covered Bridge Condominium Association, Inc. (the “Association”). Such documents are comprised of the:
  - 1. Articles of Incorporation;
  - 2. Condominium Declarations hereafter defined as “Declaration”;
  - 3. By-Laws; and
  - 4. Rules and Regulations.
- B. In the hierarchy of Association documents, conflicts are controlled as follows: Declaration, Articles of Incorporation, By-Laws, and Rules and Regulation with the Declaration being the highest authority. If there are no conflicts between the Association Documents, the stricter version controls.
- C. Each Owner/Occupant shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority, with respect to the occupancy and use of their Unit.
- D. The Board shall have the right to appoint and designate a manager or any other person to enforce these Rules and Regulations or otherwise act in behalf of the Board.
- E. These Rules and Regulations may be added to, amended, modified or repealed at any time by the Board of Directors.
- F. Owners shall be held fully responsible for the actions of their families, employees, agents, licensees, representatives, invitees, servants and guests.
- G. The Owner is responsible for any fines/fees charged to their Unit regardless of occupancy of said Unit.

## **II. Enforcement**

- A. Non-compliance with any Rule or Regulation may result in the levying of a fine referred to hereafter as a Violation Assessment. The schedule of Violation Assessments, attached hereto as Exhibit “A,” has been approved by the Board and may be revised from time to time as deemed appropriate by the Board. The Schedule of Violation Assessments is part of these Rules and Regulations and shall be attached thereto when providing these Rules to any Owner.
- B. Any and all sums expended by the Association in enforcing any provision of the Rules, By-laws, or Restrictions shall be charged to the Unit Owner against whom such enforcement is brought. The Association may bring a cause of action to recover such sums, or for injunctive relief, as appropriate.
- C. Any and all Violation Assessments, collection costs and attorney’s fees expended by the Association in enforcing any provision of the Rules and Regulations, By-laws or Declaration shall be secured by a continuing lien on the Unit as provided by in Tex. Prop. Code, Section 82.113. The Association may cause a notice of such lien to be filed in the real property records of Harris County.

- D. Any Owner, lessee or occupant that is in violation of these Rules and Regulations, upon notice and hearing, may be prohibited from use of the Common Area(s) of the Association and/or exercising their right to vote in Association matters.

### III. Definitions: Common Area and Limited Common Area

- A. Common Area means the area shared amongst all Unit Owners. Examples of such would be: the grounds (including landscaping), pools, tennis courts, clubhouse, etc.
- B. Limited Common Area means a portion of the Common Area so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to balconies, terraces, patios, parking spaces or facilities.
- C. These Common Areas are the responsibility of your Association. An Owner cannot effect any change to a Common Area without prior Board approval of such proposed change. The Board may or may not approve any such proposal, and requires an Owner to sign a Conditional Consent Form as a condition of Board approval. Failure to sign a Conditional Consent Form on an Owner's part constitutes a denial of such request by the Board.

### IV. Health and Safety

- A. Owner, lessee, any member of Owner or lessee's household, residents, occupants, their guests or invitees or any other persons under the invite or control of same shall:
- i. Not engage in acts of violence or threats of violence;
  - ii. Not permit the dwelling Unit to be used for or to facilitate criminal activity including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest;
  - iii. Not use or discharge or permit the use or discharge on or from their Unit or Common Area, any pistol, rifle, shotgun or any other firearm, or any bow and arrow, or any other device capable of killing or injuring; and
  - iv. Not discharge or permit the use of fireworks from their Unit or Common Area.
- B. Per the City of Houston Uniform Fire Code, Owners, residents or lessees shall not use or permit to be brought into any building or stored on any balcony or patio any flammable oils or fluids such as: gasoline; kerosene; naphtha; benzene; or explosives nor other articles deemed hazardous to life, limb, or property without the prior written consent of the Board. Propane tanks are not allowed on balconies.
- C. Open fires are not permitted on the property. There shall be no use of grills, charcoal or propane either on the balconies or patios within ten (10) feet of any combustible material per the City of Houston Uniform Fire Code.

- D. At no time shall there be more than two (2) residents, plus a child six (6) months of age or younger per bedroom of each Unit.

## V. Tenants and Lease Approval

- A. The Owner shall furnish the Board of Directors, through its Managing Agent, the following information as provided in Section 82.114(e) of the TUCA not later than the 30th day after the date of acquiring an interest in a unit:
- i. The unit owner's mailing address, telephone number, and driver's license number, if any;
  - ii. The name and address of the holder of any lien against the unit, and any loan number;
  - iii. The name and telephone number of any person occupying the unit other than the unit owner, and
  - iv. The name, address, and telephone number of any person managing the unit as agent of the unit owner.
- B. Any Owner leasing their Unit or any interest therein must comply with the following provisions:
- i. All Owners shall require any lessee occupying Owner's Unit to comply with the provisions of these Rules and Regulations, which Owner shall make a part of any lease agreement between Owner and lessee;
  - ii. Owner shall include within the lease agreement a written acknowledgment from the lessee that the lessee is obligated to adhere to the provisions of the Rules and Regulations; and
  - iii. Notwithstanding any lease, the Unit Owner shall remain primarily liable for all future assessments and charges, regardless of any agreement between Owner and lessee.
- C. Each Owner desiring to lease his or her Unit is required to obtain Association approval of the form of lease to be used, as well as provide basic information regarding the person or persons to which the Owner intends to lease.
- i. Once an Owner has obtained approval of a lease form, the Owner may use such form in subsequent lease transactions without obtaining additional approval. Lessee information must still be provided in all cases.
- D. The Owner shall submit such proposed lease to the Managing Agent of the Association. Upon receipt by the Managing Agent of the proposed lease, the Association, through its Managing Agent, will provide notice of its acceptance or denial of the lease within ten (10) business days.
- i. Lease form approval is based upon insuring compliance with the governing documents of the Association only. Should the lease form be denied, the Association will provide specific instruction as to the particular terms that were unacceptable or necessary terms that were missing.

- ii. Should no response be given by the Association by the end of the tenth (10<sup>th</sup>) business day, the lease will be deemed to be approved.
- E. The lessee information required by the Association will include:
  - i. Full name, phone numbers, and emergency contacts of all lessees and authorized occupants;
  - ii. Criminal history, if any. Each Owner shall obtain a written criminal background check from each rental applicant and adult occupant that they have NOT been convicted of a felony. *A misrepresentation of a tenant's criminal history will be grounds to terminate the lease.*
  - iii. Any pet agreement, if applicable.
- F. It shall be a violation of these Rules and Regulations for an Owner to knowingly rent to any person who has been convicted of an offense defined as a felony within the past ten (10) years.
- G. Prior to the move-in date of any new tenant, the Owner must provide the Association, through its Managing Agent, a copy of the executed lease and the completed tenant resident information sheet. Each lease should clearly and legibly show the full name of all tenants and authorized occupants of the Unit. The Association will provide tenant resident information forms for Owner use.
- H. Section V, subsections B thru F applies to all leases entered into after the effective date of these Rules and Regulations.
- I. No Owner should:
  - i. Lease less than the entire Unit;
  - ii. Lease their Unit for transient or hotel purposes;
  - iii. Enter into a lease for less than 180 days (approximately six (6) months) term; or
  - iv. Permit the subleasing of the Unit.
- J. Each Owner is responsible for the conduct of all of their tenants, occupants, guests, and invitees, including minor children under any of these persons' care and custody.
- K. The Unit Owner shall be liable to the Association for any damage to the common areas which may be caused by his lessee, occupants, their guests or invitees.
- L. In addition, it is a violation of these Rules and Regulations for any tenant, occupant, or their guests or invitees to interfere with others' acceptable use and enjoyment of the common areas of Covered Bridge.
- M. The Association shall notify the Owner of a leased Unit and the tenant of such unit of any default under, or in violation of, the terms of these Rules and Regulations. With respect to violations that are subject to being corrected, the Owner and/or tenant shall have ten (10) days to correct such default or violation and avoid any Violation Assessment.
- N. If the violation is not corrected within the grace period, and Owner does not request a hearing before the Covered Bridge Board to contest any Violation Assessment charge, then such violation shall be deemed to constitute a breach of the lease.

- i. The Association may provide notice of such breach to the Owner and demand that the Owner initiate actions to enforce the lease provisions within fourteen (14) business days of such notice.
  - ii. If the Owner, after receiving notice of a breach of lease by their tenant, does not initiate lease enforcement actions within the prescribed notice period, the Association may bring a cause of action seeking injunctive relief against the Owner, requiring the Owner to comply with these Rules and Regulations and seek enforcement of their lease, and any payment of legal and other fees incurred in exercising the Association's rights.
- O. If a resident, their guests or invitees violate any of the terms and conditions of these Rules and Regulations or other governing documents of the Association, the Board may request the eviction of the resident. Such eviction proceedings must begin immediately upon the Owner's notification and Owner must provide to the Board written proof that eviction proceedings have begun within ten (10) business days of receiving such notice of eviction request from the Board.

## **VI. Use of Owner Property**

- A. Nothing shall be done in any residential Unit, nor shall same be occupied or used for any purpose, which shall cause such improvements to be uninsurable against loss by fire or other perils, included in an extended coverage endorsement under the rules of the Texas Department of Insurance or which might cause or warrant any policy or policies covering said premises to be canceled or suspended by the issuing company.
- B. The Owner, resident, lessee and all occupants are responsible for providing insurance to:
  - i. Protect their personal belongings; and
  - ii. Liability insurance to protect against bodily injury or property damages as the result of negligence on their part.
- C. Owners and occupants of Units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, whether such disturbance is from within the Dwelling Unit or in the Common Area.
- D. Pets:
  - i. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Condominium Project, except that two (2) pets, dogs, or cats, not to exceed seventy (70) pounds each when fully grown, may be kept per Unit.
    1. Subsection D.i does not apply to hamsters, small birds, fish, or other constantly caged animals which are continuously kept completely within a Unit, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old.
  - ii. Subsection D.i. will not apply to current Owners who have pets exceeding this limit prior to the effective date of these revised Rules and Regulations, but should

- such animals in excess of Subsection D.i be either removed from the Unit or die, they cannot be replaced.
- iii. Any dog identified as “dangerous” by the City of Houston or other governing body, must be removed from the premises of Covered Bridge within twenty-four (24) hours of such a designation.
  - iv. Any animal considered “exotic” is forbidden.
  - v. All City of Houston ordinances regarding pets are to be followed, including but not limited to leash and “pooper scooper” laws.
  - vi. Pets shall be allowed within the Common Areas only as may be specified under rules promulgated by the Board of Directors.
  - vii. No pet shall be chained, leashed or otherwise kept on any balcony.
  - viii. Pets are subject to any lease agreement which may be entered into between an Owner and a tenant. Where such lease agreement provides that pets are not allowed, such lease agreement shall take precedence.
  - ix. Owners shall prevent their pets from soiling portions of the Common Area, and shall promptly clean up any mess left by their pets. It is the pet Owner’s duty and responsibility to immediately clean up pet waste to the extent their pet has used any portion of the Common Area.
  - x. Owners shall observe the leash laws in all Common Areas. Failure to do so is subject to a Violation Assessment.
  - xi. No pets are allowed in the enclosed areas of the pools or tennis courts.
  - xii. Unleashed pets found within Common Areas are cause for such pet to be removed to an animal shelter by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, reclaim the pet.
  - xiii. If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Board will give notice to the Owner of such pet to ensure the annoyance is discontinued. If such annoyance is not immediately discontinued, controlled, and corrected, the Board may revoke it permission to keep the pet in the Unit and the pet shall be immediately removed from the Unit and Association’s property. Failure to comply shall result in legal action against the Unit Owner on behalf of the Board.
  - xiv. Owners walking pets should use a soft finish leash, as any type of chain leash will cause damage to the finish on parked vehicles.
  - xv. Pet owners are solely responsible for the actions of their pets and should ensure that they carry liability insurance which covers them for any damages/liability that may ensue from the actions of their pets.
- E. No drilling, digging, quarrying or mining operation of any sort shall be permitted on the property.
- F. Any repair work or upgrades within a Unit, except for emergencies, shall be conducted between the hours of 8:00 am and 9:00 pm, excluding Sundays.



- G. A rainwater harvesting system is prohibited on common areas or limited common areas.
- H. Solar panels are prohibited on common areas or limited common areas.
  - i. Flags and flag poles are not permitted to be installed on, or attached to, any portion of the Common Area or Limited Common Area, which included patios and balconies.
- I. Religious Items are allowed only on the entry to an Owner's unit providing the following are met:
  - i. The Owner must obtain Board Approval;
  - ii. the religious item is not permitted anywhere except on the entry door or door frame of the Unit. A religious item shall not extend past the outer edge of the door frame;
  - iii. The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches;
  - iv. a religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities;
  - v. a religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law;
  - vi. and an Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's Unit or change the color of an entry door or door frame that is not authorized by the Board of Directors.

## **VII. Vehicles and Parking**

- A. Parking of automobiles shall be only in the spaces which are designated as parking for each Unit.
- B. Cause for towing at Owners expense:
  - i. Any vehicle left in such a manner as to impede the passage of traffic or impart access to parking areas or to prevent ready access to any entrance to or exit from the property.
  - ii. Vehicles parked in any unassigned area for more than six (6) consecutive days.
  - iii. Parking in an assigned spot which is not assigned to your unit.
- C. Boats and/or trailers, RV's, and campers are strictly prohibited.
- D. Vehicles which leak fluids on the drive or parking areas shall be repaired immediately by vehicle Owner or shall be subject to towing at Owner's expense.
- E. All vehicles whether in assigned places or not must be maintained as "street legal".
- F. All traffic flow markings, signs, and curb markers regulating traffic and parking on the property must be strictly observed.
- G. No commercial vehicles other than pick up or panel trucks under  $\frac{3}{4}$  ton are allowed.

- H. The Board may enter into towing contracts for the property and those contract policies are incorporated herein. A copy of such contract clauses can be obtained from the Associations management agent upon request.

## **VIII. Use of Common Areas**

- A. Common Areas shall not be obstructed, have items stored on or in them, or used by any Owner or occupant for any purpose other than entrance/exit from the Units.
- i. Items placed in the Common Areas may be removed and discarded without notice to Owner or occupant.
- B. Trees, shrubs, bushes, hedges, flowers, and all landscaping are part of the Common Areas, and each Owner and or resident shall be subject to assessment for damages for any mutilation or defacement for which Owner, lessee, resident, and their guests or invitees are responsible, including damages caused by driving on lawns.
- i. Owners wishing to alter landscaping are required to present to the Board a diagram or layout of such proposed changes, specifying the plants proposed for possible approval. If approved, a Conditional Consent Form will be required before any changes can take place.
    1. The planting of flowering annuals is permitted in existing beds directly in the front or back of an Owner's Unit without prior Board approval. It is the responsibility of the Owner to maintain such plantings. No alteration in size, depth of bed, or edging is permitted to the existing bed.
- C. The Association assumes no liability, nor shall it be liable for, any loss or damage to articles stored in any storage areas. Any damage to the Common Areas or common personal property caused by an Owner, resident, lessee, their guests or invitees shall be repaired at the expense of that Owner.
- D. No Owner, resident, lessee, their guests or invitees shall post any advertisement, sign or poster of any kind in or on the property except as authorized by the Association or noted below:
- i. Political signs are allowed in windows ninety (90) days before a scheduled election. These signs must be removed within ten (10) days after the election is held.
  - ii. Holiday decorations in windows and on balconies or patios are permitted for a period of time not to exceed thirty (30) days before and must be removed within seven (7) days after the holiday.
  - iii. Realtor "for sale" signs are allowed only in the windows of a Unit.
- E. No decoration, lighting, lawn statuary, potted plants or pots, or other article shall be placed upon, and no work of any kind shall be performed upon, the exterior building walls or upon the general Common Areas by any Owner. The Board shall have the right

at any time to direct removal of any item which the Board determines, in its sole discretion, detracts from the general appearance of the property.

- F. No changes can be made in the Common Areas or Limited Common Areas and no Owner shall modify or alter in any way the structure or appearance of any balcony/patio area except with prior written approval of the Board of Directors.
- G. If an Owner allows any balcony or patio to become cluttered or unsightly in any manner, they shall be given notice of such fact by the Managing Agent, and shall be required to correct such condition within ten (10) business days of such notice, subject to a Violation Assessment.
  - i. The determination of what constitutes an unsightly balcony or patio shall be the sole and exclusive decision of the Board of Directors or its Managing Agent.
- H. Clubhouse:
  - i. A reservation to use the clubhouse for a private party must be made in advance, and both the deposit fee and the reservation fee must be paid at the time of reservation. The Owner must be in good standing with the Association to make a reservation. A deposit does not limit liability for any damages incurred.
    - 1. Parties are to end by 2:00 am on Friday and Saturday nights and at midnight on all other nights.
    - 2. The clubhouse must be cleaned by Noon of the following day.
    - 3. The deposit will be refunded after inspection of the clubhouse for cleaning and damages. Failure to clean the premises as denoted in section VIII.H.iv.2 will result in forfeiture of the deposit.
    - 4. If any damages are found, the Association will make all necessary repairs and bill the Unit Owner for all charges incurred in performing such repairs.
    - 5. Owner is responsible for turning off lights and HVAC systems and ensuring that doors are locked at the end of the party.
  - ii. The clubhouse is not available for a reservation on any Board meeting night or any Association meeting night.
  - iii. Owner must accompany their guests in using the clubhouse.
  - iv. Under age children must be accompanied by an adult resident.
  - v. Clubhouse rental does not include the use of pool facilities.
- I. Swimming Pools:
  - i. Owners are to accompany their guests when using the pools. Owner must have a pool identification bracelet on their person. Pool identification bracelets can be obtained from the Managing Agent for the Association.
  - ii. Pools open at 7:00 am and close at 10:00 pm each day.
  - iii. Owners are subject to any specific pool rules posted at the pools which are incorporated herein by reference.

- iv. No glass containers of any kind are allowed in or around the enclosed pool areas.
  - v. Pool furniture may not be removed from the pool area.
  - vi. Diapers are allowed in the swimming pools.
  - vii. No pets are allowed in the pools or pool areas.
  - viii. Gates must be kept closed at all times and must not be propped open at any time.
  - ix. Guests are limited to four (4) per Unit and must be accompanied by the Owner or resident.
- J. Tennis Courts:
- i. Courts are available on a first come/first serve basis. If there are others waiting to play, current players are limited to one (1) hour.
  - ii. No pets are permitted inside the tennis court area.
  - iii. Players are to turn off the court lights upon leaving the court.
  - iv. All play must be completed by 10:00 pm.
- K. Satellite Dishes:
- i. A satellite dish which is designed to receive direct broadcast satellite service and which are one meter (39 inches) or less in diameter may be installed in accordance with these Rules:
    - 1. Location: Installation is never permitted in any General Common Area. The dish may only be installed:
      - a. Wholly within a Unit; or
      - b. Within an Owner's Limited Common Area, e.g., the balcony.
    - 2. The Owner must also provide prior written notice to the Association before the installation of satellite dishes. Such notice shall include:
      - a. The type of dish;
      - b. The installer's name and address;
        - i. The installer must carry adequate general liability and workers compensation insurance, and provide proof of such coverage;
      - c. The proposed location of such installation and method and manner of installation. *(No guy wires or similar mounting apparatus are allowed. The dish must be securely mounted to a base so as to be able to withstand the effects of high winds or other extraordinary weather conditions.)*
    - 3. No dish may protrude beyond the vertical or horizontal space forming the perimeter of the Limited Common Area for the exclusive use of a respective Unit.

4. All installation shall be completed so that same does not damage any General Common Areas, Limited Common Areas, or void any warranties of the Association or in any way impair the integrity of any building.
5. A dish shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers' instructions.
6. A dish shall not obstruct access to or exit from any doorway or window of any Unit, walkway, utility service area, or any other area necessary for the safe operation of the Association.
7. Owners who install or maintain a satellite dish are responsible for all associated costs, including but not limited to:
  - a. Placement (or replacement), repair, maintenance, relocation or removal of a dish;
  - b. Repair of damages to the Common Areas, the Unit or other Units, and any other condominium property caused by the installation, maintenance or use of a dish;
  - c. Payment of medical expenses incurred by persons injured by installation, maintenance or use of a dish;
  - d. Reimbursement to other residents or the Association for damages caused by the installation, maintenance or use of a dish; and
  - e. Restoration of a dish installation site to its original condition after removal of the dish.
8. A dish 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.
9. If maintenance requires the temporary removal of a dish, the Association shall provide Owners a written seven (7) day notice. Owners shall be responsible for removing or relocating the dish before maintenance begins and replacing the dish afterwards.
  - a. If the dish is not removed within the required time, then the Association may do so at the Owner's expense. The Association is not liable for any damage to the dish caused by Association removal.

## IX. Property Maintenance

- A. Windows may not be tinted without approval of the Association.
- B. No aluminum foil or similar reflective material, sheets, or cardboard shall be used or placed over doors or windows of any condominium Unit.
- C. Neither contractor nor handyman construction waste is allowed to be placed inside the dumpsters. Contractors must remove all debris from the site on a daily basis. Violations are subject to a Violation Assessment to the Unit Owner.
- D. The use of temporary storage facilities such as “Pods” for use during construction must be approved by the Board before use. Failure to obtain prior approval is subject to a Violation Assessment to the Unit owner. Damage caused by placement or removal of such items are the responsibility of the Unit Owner.
- E. Doors must conform to the property’s overall color scheme and must be painted maroon in accordance with the color scheme unless the door is composed of natural wood as approved by the Board.
- F. All trash must be placed in sealed garbage bags prior to being placed curbside.
  - i. Boxes or other cartons must be taken to the dumpster by Owners and broken down before being placed in a dumpster. *They are NOT subject to the curbside pickup privilege.*
  - ii. The property staff preforms a “curbside” pickup of trash on Mondays, Wednesdays, and Fridays.
    - 1. Trash should be placed outside by 8:30 am on the morning of the pickup day. Placing trash bags outside at any other time, such as the night prior to a pickup day, will result in a Violation Assessment.
    - 2. *This service is NOT provided if a national holiday should fall on one of these days.*
- G. No Owner, resident or lessee shall install or place on the building exterior or on or within the Common Areas any wiring for electrical or telephone installation or for any other purposes, radio antennae, machines or air conditioning units or any other devices whatsoever that attach to or protrude through the wall or out of the windows or on the roof of the project, save as is expressly provided and approved in writing by the Association.
- H. As pertains to sections IX.G. and VIII.K.i.1., any damages which may be caused by such actions, whether approved or not, shall be charged to the Owner of the Unit in which the violator resides.
- I. No Owner or other occupant of any condominium Unit shall make any alteration, modification or improvement, or remove or add to any planting, structure, furnishing or other equipment or object except with the written consent of the Association.
- J. Any damage resulting occurrences such as a clogged drain, worn seals, tub or sink overflow, broken or faulty plumbing lines, use of washing machines, etc., or from misuse

of such fixtures or appliances of any nature or character whatever, shall be the responsibility of the Owner of the Unit in which the damage occurred or originated.

- K. Each Owner shall be responsible for all damages to any and all Units caused by overflow from drains or plumbing originating in their Unit. The Owner of any Unit causing damage to other Units shall be responsible for and promptly make qualified repairs in a workmanlike manner to all affected Units.
- L. Each Owner shall immediately repair and replace any broken or cracked windows, doors or glass.

## **X. Fining Policy**

- A. The Board shall have the authority to impose a fine upon the Owner of the Unit for each Violation Assessment.
- B. Upon determining that a violation these Rules and Regulations of the Association or other damages have occurred, the Board of Directors shall mail or deliver a written notice to the Owner and, if applicable, the resident of the Unit:
  - i. Describing the violation or property damage and the amount of the fine or damage charge;
  - ii. Stating that not later than the thirty (30<sup>th</sup>) day after the date of the notice the Owner may request a hearing before the Board to contest the fine or damage charge; and
  - iii. Allowing the Owner a reasonable time, by a specified date, to correct the violation and avoid the fine; provided, however, that if the Owner was given notice and a reasonable opportunity to correct a similar violation within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to correct the violation.
- C. The Directors must give notice of the levied fine or damage charge to the Owner not later than the fifteen (15<sup>th</sup>) days after the date a fine or damage charge has been levied against the Owner.
- D. All fines and damage charges will be due and payable immediately as of the date of the notice stating that a fine or damage charge has been levied, regardless of whether a hearing is requested.
- E. If an Owner requests a hearing within thirty (30) days after the date of the notice, the Board of Directors, at its discretion and after hearing all of the evidence may determine that:
  - i. The fine is reasonable;
  - ii. The amount of the fine should be lowered, in which case the Owner will receive a partial refund; or
  - iii. The fine should be refunded in its entirety.The Owner shall be notified in writing within ten (10) business days of the Board's determination of the issue.

- F. Any fine or damage charge levied against an Owner, pursuant to the fining policy set out herein, shall become part of the assessments for which the Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Association as provided in 82.113 of TUCA.

## **XI. Maintenance Fees**

- A. Monthly assessments that are not received by the 10<sup>th</sup> of each month shall bear a fine as denoted in the Violations Assessments table.
- B. An additional late charge will be levied for the late payment of any special assessment as denoted in the Violations Assessments table.
  - i. Late charges become due and payable just as monthly assessments, including being secured by the Association's lien.
  - ii. Monthly or special assessments not paid within thirty (30) days of the due date shall be assessed one half of the original Violation Assessment every thirty (30) day period in which the full amount due is not paid.
- C. The Board may file a lien on a Unit for unpaid assessments (including but not limited to monthly assessments, special assessments, late charges, interest, attorney's fees, collection costs, and other charges billed back to the Unit's account with the Association) against the Owners of such Unit, together with interest and late charges thereon and reasonable attorney's fees incurred in collection of same and the enforcement of said lien.
- D. A lien claim affidavit may be placed on an Owner's Unit, should:
  - i. An Owner become six months behind in payment of late fees, fines, back-billings, or special assessments;
  - ii. An Owner exceeds \$1,000.00 past due for a period of over 90 days; or
  - iii. An Owner defaults on a previously agreed to payment plan to pay out all past due balances on their account.
- E. The amount of the lien will be the total amount due at time of filing, plus actual filing and court costs.
- F. The Board may bring legal action against the Owner obligated to pay an assessment or foreclose the lien against the Unit, or both, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.



**Exhibit A**  
**Violation Assessments**

Section	Reference	Fine
<b>Section IV</b> <b>Health and Safety</b>		
	.A.i .A.iii .A.iv	\$100.00
	.B	\$100.00
	.C	\$100.00
	.D	\$200.00
<b>Section V</b> <b>Tenants and Lease Approval</b>		
	.A	\$500.00
	.B .C	\$250.00
	.D .E .F .G .I .L	\$250.00
<b>Section VI</b> <b>Use of Owner Property</b>		
	.A .C .D	\$100.00
	.F	\$100.00
	.I	\$50.00 + costs incurred
	.J	\$50.00 + costs incurred
<b>Section VII</b> <b>Vehicles and Parking</b>		
	.B.i .B.iii .C	\$100.00

<b>Section</b>	<b>Reference</b>	<b>Fine</b>
	.D .E .G	
<b>Section VIII Use of Common Areas</b>		
	.A	\$100.00
	.B	\$100.00 + costs incurred
	.D	\$100.00
	.E	\$100.00 + costs incurred
	.F	\$100.00
	.G	\$100.00
	.I.ii .I.vi .I.vii .I.ix	\$100.00
	.K.2	\$100.00
	.K.3 .K.6	\$100.00 + costs incurred
<b>Section IX Property Maintenance</b>		
	.A .B .C	\$100.00
	.D .E	\$50.00
	.F	\$100.00 + costs incurred
	.H	\$100.00 + costs incurred
	.K	\$100.00
<b>Section XI Maintenance Fees</b>		
	.A	\$50.00

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
CONDOMINIUM REGIME KNOWN AS  
COVERED BRIDGE CONDOMINIUM NO. 4

E982742

HOVNANIAN TEXAS, INC., a Corporation of the State of Texas having its principal office at 4560 West 34th, Street, in the City of Houston, County of Harris and State of Texas hereinafter referred to as the DEVELOPER, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and premises described in Exhibits A-1, together with building and improvements located or to be located thereon in the City of Houston, County of Harris and State of Texas, hereinafter being more particularly described, to the form of ownership known and designated as Condominium as provided by the Condominium Act of Texas (Article 1501 (a) Revised Civil Statutes of Texas) for the specific purpose of creating and establishing COVERED BRIDGE CONDOMINIUM NO. 4 and for the further purpose of defining the plan of apartment ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium Project.

DEFINITIONS

- A. "Property" means and includes the land whether leasehold or in fee simple and the building, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto.
- B. "Building" includes the principal structure or structures erected or to be erected upon the land described in the declaration provided for in Section "G" which determines the use to be made of the improved land whether or not such improvement is composed of one (1) or more separate buildings containing one (1) or more floors or stories.
- C. "Condominium Project" means a real estate condominium project, a plan or project whereby four (4) or more apartments or rooms or other units in existing or proposed buildings or structures are offered or proposed to be offered for sale.
- D. "Condominium" means the separate ownership of single units or apartments in a multiple unit structure or structures with common elements.
- E. "Apartment" means an enclosed space consisting of one (1) or more rooms occupying all or part of a floor or floors in a building of one (1) or more floors or stories provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.
- F. "Developer" means a person who undertakes to develop a real estate condominium project.
- G. "Master Deed" or "Master Lease" or "Declaration" means the Deed, Lease or Declaration establishing the property as a condominium regime.
- H. "Co-Owner" means a person, firm, corporation partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment or apartments within the condominium project.
- I. "Council of Co-Owners" means all the co-owners as defined in Sub-section "H" of this Section.
- J. "Majority of Co-Owners" means the apartment owners with fifty-one (51) percent or more of the votes weighted as to coincide with percentages or fractions assigned in the declaration.
- K. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
- L. "General Common Elements" means and includes:

- 1. The land, whether leased or in fee simple, on which the building stands;
- 2. The Foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communication ways;
- 3. The basements, flat roofs, yard and gardens, except as otherwise provided or stipulated;
- 4. The premises for the lodging of janitors or persons in charge of the building, except as otherwise provided or stipulated;
- 5. The compartments or installation of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;
- 6. The garbage incinerators and, in general, all devices or installations existing for common use; and
- 7. All other elements of the building desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime, and any other elements described in the declaration filled pursuant to Section "G".
- M. "Limited Common Elements" means and includes those common elements which are agreed upon by all of the co-owners to be reserved for the use of a certain number of apartments to the exclusion of the other apartments, such as special corridors, stairways and elevators, sanitary services common to the apartments of a particular floor, and the like.
- N. "To Record" means to record in the office of the County Clerk of the County in which the property is situated in accordance with the provisions of Title 11C, Revised Civil Statutes of Texas, 1925, as amended.
- O. All pronouns used here include the singular or plural numbers, as the case may be. The definitions recited herein shall control unless a contrary intent appears in The Declaration.
- P. "Unit or Dwelling Unit" are synonymous with apartment.

DESCRIPTION OF PROPERTY

A. The lands and premises owned by the DEVELOPER which are hereby made expressly subject to the provisions of this instrument are hereby described as follows:

All that certain lot, tract or parcel of land and premises situate, lying and being in the City of Houston, County of Harris and State of Texas, are more particularly described on Exhibit A-1 attached hereto and made a part hereof;

THE CONDOMINIUM APARTMENTS AND COMMON ELEMENTS

A. The DEVELOPER has under construction on the parcel of land and premises described in the declaration and designated as COVERED BRIDGE CONDOMINIUM NO. 4 hereinafter called "the Condominium", according to the plat of the premises described aforesaid and the plans attached thereto as Exhibit "B" containing a total of 6 pages. The said plans contain the dimensions of the several units at floor level location and dimensions of the perimeter walls of each unit with reference to established geographical points. The said project consists of 4 multi-family dwelling buildings containing in all, a total of 39 condominium apartments. The DEVELOPER covenants and agrees that construction of the said 4 multi-apartment buildings will be substantially in accord with the architectural plans attached hereto as Exhibit "B" that such construction will be progressive and that those buildings

COVERED BRIDGE CONDOMINIUM NO. 4  
-2-  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
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which are not completed at the time of the recording of this instrument, shall be deemed in all respects, when completed, to be subject to the provisions of this instrument.

B. The DEVELOPER, in order to implement the Condominium plan of ownership for the above described property, improvements and prospective covenants and agrees that he hereby submits and provides the above described property and all of the improvements erected and to be erected thereon, vertically and horizontally into the following fee simple estates:

1. 39 separate parcels of real property, being the apartments and designated parking spaces (commonly referred to herein as "unit" or "apartment"), hereinafter more particularly described and as shown on Exhibit "B" attached hereto. Said Exhibit "B" contains 6 pages and describes the architectural plans of the several apartments at floor level.

Each of said 39 apartments consists of (a) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and other structural elements that ordinarily are regarded as enclosures of space and (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting load bearing interior walls and partitions and (c) the decorated inner surfaces of said perimeter and interior walls (including decorated inner surfaces of all interior load bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the apartment equipment installed and for the sole and exclusive use of the apartment, commencing at the point of disconnection from the structural body of the dwelling building and from the utility lines, pipes and systems serving the apartment unit, and (d) patios and balconies directly appurtenant to a particular apartment. No pipes, wires, conduits or public utility lines or installations constituting a part of the overall systems designed from the service of any particular unit or multi-unit dwelling building, nor any of the structural members of partitions of any kind including fixtures and appliances within the dwelling unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any apartment unit. The words, "unit" or "dwelling unit" when used throughout this instrument, shall be deemed to refer to each of the aforesaid 39 apartment units as herein described.

2. A separate Fee Simple Estate in the remaining portions of all of the lands and premises hereinabove described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereafter known and referred to as "general common elements" SAVE AND EXCEPT the 39 apartments contained in the said multi-unit dwelling buildings and the 39 individual parking spaces assigned thereto, which are to be individually and separately owned. More specifically the general common elements shall include, but not be limited to, the following:

- (a) The land, whether leased or in fee simple, on which the building stands;
- (b) The foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communication ways;
- (c) The basements, flat roofs, yard and gardens, except as otherwise provided or stipulated;
- (d) The premises for the lodging of janitors or persons in charge of the building, except as otherwise provided or stipulated;
- (e) The compartments or installation of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps,

and the like;

(f) The garbage incinerators and, in general, all devices or installations existing for common use; and

(g) All other elements of the building desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime, and any other elements described in this Declaration.

The general common elements shall not include the recreation areas conveyed or to be conveyed to COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC. or any of the 39 apartments as hereinabove described and as shown on the attached Exhibit "B" notwithstanding that the multi-unit apartments in which said apartments shall be located may not have been constructed at the time of the recording of this instrument, it being the intention of the DEVELOPER that the interest in the general common elements shall be hereinafter defined, shall not include any interest whatsoever in any of the other apartments and the space within them, whether or not the building within which said units are or shall be located, are constructed or yet to be constructed at the time of the recording of this instrument.

C. For the purpose of this instrument, the ownership of each apartment shall conclusively be deemed to include the respective undivided interest, as specified and established hereinafter, in the common elements and each unit together with its appurtenant undivided interest in the common elements as defined and hereinafter referred to as "apartments." It is the intention of the DEVELOPER hereby to provide that the general common elements in the Condominium shall be owned by the owner or owners of each apartment under the Condominium form of ownership, the undivided interest of each therein being as set forth hereinafter. For the purpose of further clarifying the stated intent and purpose of the DEVELOPER, the aforesaid property will be owned under the Condominium concept, when the title to the aforesaid lands and all of the improvements constructed and to be constructed thereon are held or acquired by two or more persons in any manner whereby each person is vested of (1) the fee simple ownership of one or more of the apartments, and (2) an undivided interest in the correlative general common elements, all pursuant to the provisions of this Declaration, the Condominium Act of the State of Texas and the restrictions, covenants, limitations and conditions herein set forth.

D. Portions of the common elements are hereby set aside and reserved for the restricted use of the respective apartments to the exclusion of the other units and such portions shall be known and referred to herein as "Limited Common Elements," and more fully set out in Exhibit "C".

E. The 39 individual apartments hereby established and which shall be individually conveyed, the building number and type, and apartment interest, parking space number, and the fee simple title to the square footage of each apartment and the percentage of interest of each unit in the common elements are described and identified on Exhibit "C" attached hereto and made a part hereof.

F. The above respective undivided interest in the common elements hereby established and to be conveyed with the respective units, shall have a permanent character and shall not be altered or changed without the acquiescence of all of the unit owners of all of the apartments in the Condominium and the DEVELOPER, its successors and assigns and Co-Owners hereunder covenant and agree that the undivided interest in the common elements and the fee simple title to the respective units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of the said undivided interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee simple title to the apartment.

The DEVELOPER, its successors and assigns, and the Co-Owners hereunder, further covenant and agree that any conveyance, transfer or alienation of any unit shall conclusively be deemed to include all of the interest of the owner or owners of the Condominium and any encumbrance upon any unit shall also be conclusively deemed to attach to all of the interest of the owner or owners of said apartment in the Condominium.

#### THE ADMINISTERING ASSOCIATION

A. The Condominium shall be administered, supervised and managed by COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC., hereinafter called "the Association", a non-profit corporation of the State of Texas, presently having its principal office at 5025 Georgia Lane, Houston, Texas, which shall act by and on behalf of the owners of the units in the Condominium, in accordance with this instrument, the By-laws of the Association annexed hereto as Exhibit "D", in accordance with the Condominium Act of the State of Texas, its supplements and amendments. The aforesaid By-laws form an integral part of the plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said By-laws. Pursuant to the requirements of the Condominium Act of the State of Texas, the aforesaid Association is hereby designated as the form of administration of the Condominium and the said Association is hereby vested with the rights and powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the By-laws of the Association attached hereto. The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties, which may, from time to time, be established by law or which may be delegated to it by the owners or Co-owners of the units in the Condominium.

B. Anything to the contrary herein notwithstanding, or in the By-laws of the Association, the percentage of interest of each apartment pertaining to the common expenses, common receipts, common surplus, relating to the common elements within the particular Condominium of which it is a part, shall be allocated to and governed by the percentage allocable to such respective unit as set out in Exhibit "C" and each apartment's proportionate ownership in the Association and maintenance fees payable to the Association shall be set forth in Article XIII of the By-laws of the Association. The DEVELOPER reserves the right, for so long as it shall remain the owner of any of the aforesaid units, to change the price or value of such units. However, no change in the price or value of any of the aforesaid units shall change or otherwise affect the percentage of interest of any of said units in the general and limited common elements within the particular Condominium of which it is a part, as more specifically set out in Exhibit "C" and the percentage of ownership in the Association, as set forth in Article XIII of the By-laws.

#### DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND AGREEMENTS AND EASEMENT GRANTS

A. To further implement this plan of ownership, to make feasible the ownership and sale of units in the Condominium, to preserve the character of the community and to make possible the fulfillment of the purpose of cooperative living intended by the DEVELOPER, its successors and assigns by reason of this declaration, and all future owners of units in the Condominium by their acquisition of title thereto, covenant and agree as follows:

##### OWNERSHIP OF COMMON ELEMENTS

1. That the common elements shall be owned in common by all of the owners of the units in the Condominium. The common elements shall remain undivided and no unit owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law or in Article VI, Section 2 of the By-laws of the Association.

##### OWNERSHIP AND CONVEYANCE OF CONDOMINIUM UNITS

2. That each unit and its designated parking space shall, for all purposes, constitute a separate parcel of real property which

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upon becoming the owner of an apartment or apartments, in this Condominium, be a member of the Association and shall remain a member of said Association until such time as ownership of an apartment herein referred to ceases for any reason, at which time as his membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of title to an apartment, membership in the Association shall be nontransferable and any attempted transfer shall be null and void.

##### DEVELOPER'S RESERVATION TO ELECT MAJORITY OF BOARD OF DIRECTORS

9. That, notwithstanding the provisions of this Declaration or the By-laws of the Association, the DEVELOPER reserves the right and shall be entitled to its sole discretion to elect a majority of the Board of Directors of the Association, until the date of recording the last deed by DEVELOPER to a dwelling unit in this Condominium or in any other Condominium which may in the future be administered by the Association. The intent and sole purpose of this provision is to provide for and allow the DEVELOPER to complete development of this Condominium, any prior or future Condominiums, and the proposed plan of Cooperative living intended by this Declaration, the By-laws of the Association and exhibits hereto and to preserve the character of the community which will or may be administered and supervised by the Association. A waiver by DEVELOPER of its rights hereunder during the aforesaid period of control shall not be construed in any way as a waiver of any such rights in the future and during said period of control. The provisions of this paragraph cannot be changed or amended by non-developer members or Directors, during the aforesaid period of control, anything herein or in the By-laws or the Association to the contrary notwithstanding.

##### ADMINISTRATION OF ASSOCIATION

10. That the administration of the Association shall be in accordance with the provisions of this instrument, the By-laws and Rules and Regulations of the Association as may from time to time be amended or promulgated, and the Condominium Act of the State of Texas.

##### COMPLIANCE WITH BY-LAWS AND RULES AND REGULATIONS

11. That each owner, tenant and occupant of a unit shall comply with the provisions of this instrument and the By-laws and Rules and Regulations of the Association and failure to comply therewith shall be grounds for an action to recover sums due, or damages or for injunctive relief.

##### AMENDMENT OR REVOCATION OF THIS DECLARATION

12. This Declaration and any of its provisions shall not be revoked or amended without the acquiescence of two-thirds (2/3) of the non-developer Co-owners of the mortgages covering said units, and the DEVELOPER during the period of control as set forth in Paragraph 9 hereof.

##### CONTRIBUTION OF CONDOMINIUM OWNERS TOWARD EXPENSES, ADMINISTRATION, ETC. OF COMMON ELEMENTS AND THE ASSOCIATION

13. That the owner or Co-owners of each unit are bound to contribute pro rata in the percentage of their ownership in the common elements as set out in Exhibit "C" hereto, toward the expenses of administration, operation, maintenance, repair, and replacement of the said common elements. As to expenses of administering and maintaining the Association and all of its real and personal property in such amount as shall from time to time be found by the Association to be necessary, including but not limited to the Association to be necessary, including but not limited to expenses for the operation, maintenance, repair or replacement of the Association buildings, grounds or facilities, the maintenance,

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may be owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its allocated percentage of interest in the common elements, in the same manner as any other parcel of real property, independently of all other units, subject to the provisions of this instrument, the By-laws of the Association and the Condominium Act of the State of Texas. No part of any unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said unit and its correlative percentage of interest in the common elements.

##### OCCUPANCY OF CONDOMINIUM UNITS

3. That each Condominium unit shall be occupied, within the limitations set forth in Paragraph 22 hereof, and used by the respective owners as a private residential dwelling only for the owner, his family, tenants and social guests and for no other purposes.

##### EASEMENTS AND ENCROACHMENTS

4. That in the event that any portion of the common elements encroaches upon any unit or vice versa, or in the event that any portion of one unit encroaches upon another unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the multi-unit dwelling buildings is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the common elements encroaches upon the units, or vice versa, or any of the units encroach upon another unit, a valid easement for such encroachment shall and does exist.

##### LOCATION OF CONDOMINIUM UNITS

5. That in interpreting any and all provisions of this instrument, or subsequent attachments hereto, the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered hereunder, whether the location is shown horizontally or vertically, from the proposed locations as indicated on Exhibit "B" annexed hereto. The extent that such minor variations in location do or shall exist, a valid easement herefor and the maintenance thereof does and shall exist. This covenant is necessary by reason of the fact that the Condominium is to be constituted, and this plan of ownership applicable thereto will be implemented, prior to the completion of construction of some of the multi-unit dwelling buildings shown on the proposed location maps annexed hereto as Exhibit "B".

##### DEVELOPERS NON-EXCLUSIVE EASEMENT TO ROADWAYS

6. That, as to those portions of the general common elements of the Condominium that lie within the right-of-way of Georgi Lane as shown on the annexed Exhibit "B" a valid non-exclusive easement for the benefit of the DEVELOPER, its successors and assigns, does and shall continue to exist thereon for the maintenance, operation and removal thereof and as a means of providing ingress and egress to other portions of the common elements and to other contiguous lands of the DEVELOPER, its successors and assigns.

##### UTILITY EASEMENTS

7. That a valid non-exclusive easement in favor of DEVELOPER, its successors, and assigns, does and shall continue to exist throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, pipes, television cables, mains, conduits, wires, poles, transformers, water sprinklers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or water sprinkling system.

##### MEMBERSHIP OF UNIT OWNERS IN CONDOMINIUM ASSOCIATION

8. That every owner or owners of a unit shall automatically,

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operation, repair or replacement of the recreational facilities; or costs of carrying out the duties and powers of the Association; compensation of Association employees, insurance premiums and expenses relating thereto; taxes which may be assessed against Association property and other expenses of the Association set forth herein, or in the By-laws of such Association, or which may be designated by the Board of Directors of such Association as "common expenses". Each owner or Co-owner of each unit is bound to contribute pro rata to such expenses as designated hereunder and to the extent that the total expenses bears to the total number of units owning interest in a Condominium, administered by said Association, at any given time, as more fully set out in Article XIII of the By-laws of COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC. No owner may exempt himself from contributing toward such expenses, either as Owner or Co-owner of a unit in the particular condominium of which it is a part, or in the said COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC., by waiver of the use or enjoyment of the common elements or the community or recreational facilities of the Association or by abandonment of the use of such elements by him.

##### LIEN IN FAVOR OF THE ASSOCIATION

14. That all charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of the Association, which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under bona fide purchase money mortgage instruments, if any, duly recorded. The charges and expenses represented in the usual monthly charge shall become effective as a lien against each unit on the first day of each calendar quarter. Additional or added assessments, charges and expenses, if any, chargeable to units and not covered by the usual monthly maintenance charge, shall become effective as a lien against each unit as of the date when the expense or charge giving rise to such additional or added assessment was incurred by the Association. In the event that the assessment charge or other expense giving rise to said lien remains unpaid for more than ten (10) days after the same shall become due and payable, the lien may be foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages, and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be available to it at law or equity for the collection of monthly additional or added charges and expenses, including the right to proceed personally against any delinquent owner for the recovery of a personal judgment against him for the amount due, court costs and reasonable attorney's fees. The title acquired by any purchaser following any such foreclosure sale or sheriff's judgment sale shall be subject to all of the provisions of this instrument, the By-laws and Rules and Regulations of the Association and the Condominium Act of the State of Texas, and, by so acquiring title to the unit, said purchaser covenants and agrees to abide by and be bound thereby.

##### PAYMENT OF EXPENSES OUT OF PROCEEDS OF SALE

15. That upon the sale, conveyance or other lawful transfer of title to a unit, all unpaid assessments, charges and expenses chargeable to the unit shall first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under bona fide purchase money mortgage instruments, if any duly recorded.

##### LIABILITY OF PURCHASER FOR ASSESSMENTS DUE ASSOCIATION

16. That the acquirer of title to a unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor. The Association shall provide for the issuance of and issue to every acquirer, upon his request, a statement of such amounts due and the acquirer's liability under this covenant shall be limited to

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the amount as set forth in said statement.

STRUCTURAL MODIFICATION OF DWELLING UNITS

17. That no owner shall make any structural modifications or alteration within an apartment without the written consent of the Association or its duly authorized representatives and no act shall be done under any circumstances which does or may tend to impair the structural integrity of any of the multi-unit dwelling buildings or adversely affect any of the common elements.

USE OF COMMON ELEMENTS

18. That each owner or co-owner, tenant or guest of an apartment may use the common elements of this Condominium in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners or co-owners, tenants or guests of the apartment.

ACCESS TO CONDOMINIUM UNITS

19. That the Association shall have the irrevocable right, to be exercised by the Directors or manager of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance repair or replacement of any of the common elements therein or accessible therefrom or of making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units.

RENTAL RESTRICTION OF UNITS

20. That dwelling units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 180 days, or (b) rental if the occupants of the unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen, bell boy services, etc. Other than the foregoing restrictions, the owners of the respective dwelling units shall have the absolute right to lease the same, provided that the terms of the lease are subject to the covenants and restrictions contained in this instrument, the By-laws and Rules and Regulations of the Association and the Condominium Act of the State of Texas.

INSURANCE

21(a). The Board of Directors, or its designee, shall be required to obtain and maintain, to the extent obtainable, the following insurance (1) fire insurance with broad form fire and extended coverage, vandalism and malicious mischief endorsements, insuring all of the buildings containing the units and common elements therein (including in all of the units, the fixtures, appliances and carpeting initially installed therein by the Developer, but not including the painted or decorated surfaces of interior walls, furniture, furnishings, personal property, contents or personal liability of individual unit owners) together with all central utility and other service machinery contained therein, and all buildings, fixtures, equipment, and personal property owned by the Association in the amount determined by the Board and approved by all first mortgagees having mortgage liens upon the Condominium units contained in said buildings. All such policies shall provide that in the event of loss or damage, the proceeds of said policy or policies shall be payable to the Board of Directors or its designee as an insurance trustee on behalf of all of the owners, co-owners and mortgagees of units in said buildings. Said insurance trustee shall be obligated to apply said proceeds as set forth in Article VI of the By-laws of the Association. Each of said policies shall contain a standard mortgage clause in favor of each mortgagee of a unit and shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its respective interest may appear, subject however, to the right of the Board or its designee as insurance trustee, to receive said proceeds to be applied to repair or reconstruction as provided therein, (2) workmen's compensation and (3) public liability insurance insuring the Association and its members against liability

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RECIPROCAL EASEMENT AMONG CONDOMINIUMS

24. That, as to the common elements of this Condominium as shown on the annexed Exhibit "B" a valid non-exclusive easement is hereby granted to the Association, its agents, members and assigns, to use any common elements or facilities located on the premises in question, subject to the By-laws and Rules and Regulations thereunder of the Association. This easement is intended to be a reciprocal one, in that prior to any future Condominiums subject to administration by the Association, do or will contain similar reciprocal easement grants.

PROVISIONS OF THIS INSTRUMENT AND EXHIBITS  
THERE-TO TO BE A COVENANT RUNNING WITH THE LAND

25. The present title to the property herein described and the title to each unit which shall be hereafter conveyed or acquired in any manner is hereby expressly declared and made subject to the terms and provision of this instrument and the acquisition of title by that prior to a unit shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of this instrument, the By-laws and Rules and Regulations of the Association and will comply therewith. The covenants, agreements and restrictions set forth herein shall run with the land and shall be binding upon the DEVELOPER, its successors and assigns and by all persons claiming by, through or under their heirs, executors, administrators and assigns.

DEVELOPER'S CONTRIBUTION  
TOWARD COMMON EXPENSES

26. In the event there are completed and unsold Condominium units, the DEVELOPER retains the right to be the owner of said unsold units under the same terms and conditions as all other unit owners in said Condominium. A completed Condominium unit shall be a unit on which the final electrical inspection has been approved. The DEVELOPER shall contribute to the common expenses as to the completed units owned by it in the same manner as all other unit owners, as provided herein.

SEVERABILITY OF PROVISIONS HEREOF

27. It is the intention of the DEVELOPER that the provisions of this instrument are severable so that if any provisions, condition covenant or restriction thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law the DEVELOPER, its successors and assigns, and all persons claiming by, through or under the Association covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retroactively to this instrument thereby operating to validate the provisions of this instrument which might otherwise be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

IN WITNESS WHEREOF, the DEVELOPER has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, the day and year first above written.

ATTEST HOVNANIAN TEXAS, INC.

James W. Miller  
JAMES W. MILLER  
Assistant Secretary

Earl M. Bickford  
EARL M. BICKFORD  
Vice-President

may sell for cash and upon terms, the entire Condominium or Condominiums, provided seventy-five (75) percent or more of the owners are in accord and so vote at a regular duly called meeting of the said Council of Co-Owners. In the event the election is made to sell, the covenants against partition contained in this Declaration of Restrictive and Protective Covenants, be entitled to convey their interest in the Condominium or Condominiums may invest their right in a Court of Equity to compel such a sale and partition against those owners who shall have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of the Condominium or Condominiums. After providing for all necessary costs and expenses, including Court costs and reasonable attorney's fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium or Condominiums, distribution of the combined funds shall be made to the owner or owners of the dwelling units in the said Condominium or Condominiums in accordance with their respective undivided interest in the common elements as set forth in this Declaration creating the particular Condominium or Condominiums, subject only to the rights of outstanding purchase money mortgage holders.

Except as provided in this Section, the common elements shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

PROTECTIVE AGE COVENANT

22. That in order to preserve the character of this Condominium as an adult residential community, anything to the contrary herein notwithstanding, occupancy of all units shall be restricted as follows:

22(a). One permanent resident shall be 27 years of age or older. No children under the age of 16 years may be a permanent resident. Full time occupancy shall be limited to no more than two persons to a one bedroom apartment and not more than three persons in a two bedroom apartment; and not more than four persons in a three bedroom apartment.

22(b). The foregoing occupancy restrictions shall not be construed to prohibit the occupants of any of the apartment units from entertaining guests, of any age, in their units, including temporary residency not to exceed three (3) months. Any person or persons who may obtain legal or equitable title to a dwelling unit in this condominium by way of purchase, gift, devise, or by any other means and who does not fall within the category of permissible occupants as set forth above shall not be permitted to occupy any such unit. DEVELOPER reserves the right to establish future Condominium to be administered by the Association, and declaration of Condominium may not contain the aforesaid protective age covenant.

DEVELOPERS NON-EXCLUSIVE EASEMENT

23. That, as to those portions of the common elements of this Condominium as shown on the annexed Exhibit "B" a valid non-exclusive easement for the benefit of the DEVELOPER, its successors and assigns, does and shall continue to exist thereon for the maintenance, operation and development by DEVELOPER of this Condominium as well as future Condominiums to be established by DEVELOPER and administered by the Association, as a means of providing ingress and egress by DEVELOPER to other portions of the common elements in this Condominium and to other Condominiums administered by the Association and/or contiguous or adjacent lands of the DEVELOPER, its successors and assigns.

FILED  
DEC 15 11 23 AM '81  
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the Undersigned, a Notary Public in and for said County and State, on this day personally appeared EARL M. BICKFORD, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of December, 1976.



Earl M. Bickford  
Notary Public in and for  
Harris County, T E X A S.  
My Commission Expires:  
6-1-77

The undersigned, being holders of existing mortgages and liens on the property described as the property subject to the foregoing Declaration and By-Laws, such as Mortgagees and lienholders, hereby severally consent to the recording of said Declaration and By-Laws and submission of said property to the Condominium Regime established under the Condominium Act of the State of Texas and agree that their said mortgages and liens shall be subject to said act and said Declaration and the exhibits appended thereto.

SIGNED and ATTESTED this the 15th day of December, 1976.

HEIGHTS SAVINGS ASSOCIATION

BY: Walter A. ...  
E.V.P.

ATTEST:  
[Signature]

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME the undersigned authority, on this day personally appeared Walter A. ... known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, A.D., 1976.



Ernestine Huggert  
Notary Public in and for  
Harris County, T E X A S.  
My Commission Expires:  
6-1-77

FIELD NOTES: For 2.3375 acres of land in the David Henson Survey A-228, City of Houston, Harris County, Texas, and being more particularly described in three parcels as follows:

PARCEL ONE 1.4433 ACRE TRACT

BEGINNING at the Southwest Corner of a 0.778 acre tract of land out of Covered Bridge Apartments Section Three as recorded in Volume 233 Page 87 of the map records of Harris County, Texas same being the center line of Brickhouse Gully;

THENCE N.85°24'34"W. 89.54 feet along the center line of said Brickhouse Gully to an angle point thereon;

THENCE S.60°37'21"W. 94.07 feet continuing along the center line of Brickhouse Gully to an angle point thereon;

THENCE S.44°30'35"W. 74.34 feet continuing along the center line of Brickhouse Gully to a point for corner in the east line of Mangum Manor, Section Three, recorded in Volume 64 Page 20 of the map records of Harris County, Texas;

THENCE N.1°28'W. 661.71 feet along the east line of Blocks 4 and 3 of said Mangum Manor Addition, Section Three to a 1/2 inch iron pipe at an angle point in the east line of said Block Three, same being the southeast corner of Lot 20 of said Block Three, and also being the most southerly corner of that certain 0.0289 acre tract conveyed by W. V. Bray and wife, Edna Hilton Bray to Rudolph Reidel and wife, Mary Evelyn Georgi Reidel by Deed of Exchange recorded in Volume 648, Page 19 of the Harris County Deed Records;

THENCE N.9°54'32"E. 147.27 feet along the east line of said 0.0289 acre tract to the northeast corner thereof, same being the northeast corner of said Lot 20, Block Three of said Mangum Manor Addition, Section Three also being in the south line of Georgi Lane, a public street, dedicated by the plat of Georgi Lane Street Dedication recorded in Volume 209, Page 27 in the map records of Harris County, Texas;

EXHIBIT A

CALVIN J. MORGAN & ASSOCIATES, INC. HOUSTON, TEXAS

COVERED BRIDGE CONDOMINIUM NO.4  
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PARCEL ONE 1.4433 ACRE TRACT CONTINUED

THENCE in a southeasterly direction continuing along the south line of said Georgi Lane with a curve to the right having a radius of 270 feet and a central angle of 4°16'39" a distance of 20 feet measured along the arc of said curve to a point for corner in the west line of a 28 foot paved private street as dedicated in the plat of Covered Bridge Apartments, Section Two, recorded in Volume 228 Page 5 of the map records of Harris County, Texas;

THENCE S.26°24'W. 26.22 feet along the west line of said 28 foot paved private street to the beginning of a curve to the left;

THENCE in a southerly direction continuing along the west line of said 28 foot paved private street, following said curve to the left having a radius of 99 feet and a central angle of 16°29'28" a distance of 28.59 feet measured along the arc of said curve to a point of tangency;

THENCE S.9°54'32"W. 69.42 feet continuing along said 28 foot paved private street to a re-entrant corner;

THENCE S.63°36'00"E. 151.01 feet continuing along a southerly line of said 28 foot paved private street to the beginning of a curve to the right;

THENCE continuing along the south and west line of said 28 foot paved private street, following said curve to the right, having a radius of 20 feet and a central angle of 90°00'00", for a distance of 31.42 feet to the end of said curve;

THENCE S.26°24'00"W. 126.32 feet along the west line of said 28 foot paved private street to the beginning of a curve to the right;

THENCE continuing along the westerly line of said 28 foot paved private street, following said curve to the right, having a radius of 36 feet and a central angle of 36°51'00", for a distance of 23.15 feet to the end of said curve;

THENCE S.63°15'00"W. 76.50 feet along a southerly line of said 28 foot paved private street to a re-entrant corner;

EXHIBIT A

CALVIN J. MORGAN & ASSOCIATES, INC. HOUSTON, TEXAS

PARCEL ONE 1.4433 ACRE TRACT CONTINUED

THENCE S.1°28'00"E. 200 feet along a west line of said 28 foot paved private street to a re-entrant corner;

THENCE N.88°32'00"E. 177.75 feet along the south line of said 28 foot paved private street to a point for corner same being the northwest corner of that said 0.778 acre tract of land in Covered Bridge Apartments Section Three;

THENCE S.1°28'00"E. 19 feet along the west line of said 0.778 acre tract of land to an angle point;

THENCE S.20°22'39"E. 138.05 feet along the west line of said 0.778 acre tract of land to the place of beginning and containing 1.4433 acres of land.

PARCEL TWO 0.4800 ACRE TRACT

BEGINNING at the southwest corner of that certain 1.276 acre tract of land out of Covered Bridge Apartments Section Three as recorded in Volume 233 Page 87 Harris County Map Records same being on the north line of that certain 28 foot paved private street out of Covered Bridge Apartments, Section Two, as recorded in Volume 228 Page 5 Harris County Map Records;

THENCE S.80°32'00"W. 60.75 feet along the north line of said 28 foot paved private street to the beginning of a curve to the right;

THENCE continuing along the north and east line of said 28 foot paved private street, following said curve to the right, having a radius of 20 feet and a central angle of 90°00'00", for a distance of 31.42 feet to the end of said curve;

THENCE N.1°28'00"W. 121.59 feet along the east line of said 28 foot paved private street to the beginning of a curve to the right;

THENCE continuing along the east line of said 28 foot paved private street, following said curve to the right, having a radius of 20 feet and a central angle of 64°23'00", for a distance of 22.59 feet to the end of said curve;

THENCE N.63°15'00"E. 46.09 feet along the southerly line of said 28 foot paved private street to the beginning of a curve to the left;

EXHIBIT A

CALVIN J. MORGAN & ASSOCIATES, INC. HOUSTON, TEXAS

UNOFFICIAL COPY



PARCEL THREE 0.4142 ACRE TRACT

THENCE S.35°55'45"W. 23.01 feet along a west line of said 0.453 acre tract to the southwest corner of same also being a point in a curve on the north line of that certain 28 foot paved private street dedicated by the plat of Covered Bridge Apartments, Section Two, recorded in Volume 228 Page 5 Harris County Map Records;

THENCE in a westerly direction along the north line of said 28 foot paved private street with a curve to the left, having a radius of 247.68 feet and a central angle of 4°53'50", for a distance of 21.17 feet to a point of tangency and the end of said curve;

THENCE N.63°36'00"W. 150.10 feet along the northerly line of said 28 foot paved private street to the beginning of a curve to the right;

THENCE continuing along the northerly and easterly line of said 28 foot paved private street, following said curve to the right, having a radius of 20 feet and a central angle of 73°30'32", for a distance of 25.66 feet to the end of said curve;

THENCE N.5°04'32"E. 35.57 feet along the east line of said 28 foot paved private street to the beginning of a curve to the right;

THENCE continuing along the east line of said 28 foot paved private street, following said curve to the right, having a radius of 71.00 feet and a central angle of 16°29'28", for a distance of 20.44 feet to the end of said curve;

THENCE N.26°24'00"E. 26.65 feet along the east line of said 28 foot paved private street to a point on a curve in the south line of said Georgi Lane;

THENCE in a southeasterly direction along the south line of said Georgi Lane with a curve to the right having a radius of 270 feet and a central angle of 0°47'45", for a distance of 3.75 feet to a point of tangency and the end of said curve;

THENCE S.58°39'06"E. 61.23 feet along the south line of said Georgi Lane to the beginning of a curve to the left;

THENCE continuing along the south line of said Georgi Lane, following said curve to the left, having a radius of 330 feet and a central angle of 4°56'54", a distance of 28.50 feet to the end of said curve;

THENCE S.63°36'00"E. 120.47 feet along the south line of said Georgi Lane to place of beginning and containing 0.4142 acres of land.

CALVIN J. MORGAN & ASSOCIATES, INC. HOUSTON, TEXAS p.5

PARCEL TWO 0.4800 ACRE TRACT CONTINUED

THENCE continuing along the southerly line of said 28 foot paved private street, following said curve to the left, having a radius of 64 feet and a central angle of 36°51'00", for a distance of 41.16 feet to the end of said curve;

THENCE N.26°24'00"E. 4.57 feet along the easterly line of said 28 foot paved private street to a point for corner being the most northerly southwest corner of said 1.276 acre tract;

THENCE S.63°36'00"E. 19 feet along the most northerly south line of said 1.276 acre tract to an angle point;

THENCE S.73°10'00"E. 45.69 feet along the most northerly south line of said 1.276 acre tract to a point for corner;

THENCE S.16°50'00"W. 178.13 feet along a most easterly west line of said 1.276 acre tract to an angle point;

THENCE S.1°20'00"E. 19.00 feet along a most easterly west line of said 1.276 acre tract to the place of beginning of said parcel two and containing 0.4800 acres of land.

PARCEL THREE 0.4142 ACRE TRACT

BEGINNING at a point on the south line of Gerogi Lane (60 foot row) as dedicated by the plat of Georgi Lane Street Dedication recorded in Volume 209 Page 27 of the map records of Harris County, Texas same being the northwest corner of that certain 0.453 acre tract of land out of Covered Bridge Apartments section three recorded in volume 224 page 57 of the map records of Harris County, Texas same being the northeast corner of the herein described tract;

THENCE S.26°24'00"W. 62.92 feet along the west line of said 0.453 acre tract to a point for corner;

THENCE N.63°36'00"W. 6.87 feet along a southerly north line of said 0.453 acre tract to a re-entrant corner;

EXHIBIT A

CALVIN J. MORGAN & ASSOCIATES, INC. HOUSTON, TEXAS p.4

COVERED BRIDGE CONDOMINIUM NO. 4  
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EXHIBIT A

Bldg. No.	Unit No.	Unit Type	Sq. Ft.	Caprot No. (Limited Common Element)	No. of Rooms and Bath	Limited Common Elements	Percent Interest in Undivided Interest
X	213	800	1337.78	XX-438	5-2-1/2	Entry/Balcony	2.4893
X	212	800	1315.86	XX-437	5-2-1/2	Entry/Balcony	2.4888
X	211	800	1315.86	XX-436	5-2-1/2	Entry/Balcony	2.4888
X	210	800	1315.86	XX-435	5-2-1/2	Entry/Balcony	2.4888
X	209	1000	1530.91	XX-434	6-2-1/2	Entry/Balcony	2.8518
X	208	1000	1530.91	XX-433	6-2-1/2	Entry/Balcony	2.8518
X	207	1000	1530.91	XX-432	6-2-1/2	Entry/Balcony	2.8518
X	206	1000	1530.91	XX-431	6-2-1/2	Entry/Balcony	2.8518
X	205	1000	1530.91	XX-430	6-2-1/2	Entry/Balcony	2.8518
X	204	800	1315.86	XX-429	5-2-1/2	Entry/Balcony	2.4888
X	203	800	1315.86	XX-428	5-2-1/2	Entry/Balcony	2.4888
X	202	800	1315.86	XX-427	5-2-1/2	Entry/Balcony	2.4888
X	201	800	1315.86	XX-426	5-2-1/2	Entry/Balcony	2.4888
X	200	800	1315.86	XX-425	5-2-1/2	Entry/Balcony	2.4888
X	199	800	1315.86	XX-424	5-2-1/2	Entry/Balcony	2.4888
X	198	800	1315.86	XX-423	5-2-1/2	Entry/Balcony	2.4888
X	197	800	1315.86	XX-422	5-2-1/2	Entry/Balcony	2.4888
X	196	1000	1530.91	XX-421	6-2-1/2	Entry/Balcony	2.8518
X	195	1000	1530.91	XX-420	6-2-1/2	Entry/Balcony	2.8518
X	194	1000	1530.91	XX-419	6-2-1/2	Entry/Balcony	2.8518
X	193	500	1229.07	XX-418	5-2-1/2	Entry/Balcony	2.1986
X	192	500	1229.07	XX-417	5-2-1/2	Entry/Balcony	2.1986
X	191	500	1229.07	XX-416	5-2-1/2	Entry/Balcony	2.1986
X	190	500	1229.07	XX-415	5-2-1/2	Entry/Balcony	2.1986
X	189	500	1229.07	XX-414	5-2-1/2	Entry/Balcony	2.1986
X	188	500	1229.07	XX-413	5-2-1/2	Entry/Balcony	2.1986
X	187	500	1229.07	XX-412	5-2-1/2	Entry/Balcony	2.1986
X	186	500	1229.07	XX-411	5-2-1/2	Entry/Balcony	2.1986
X	185	500	1229.07	XX-410	5-2-1/2	Entry/Balcony	2.1986
X	184	800	1317.78	XX-409	5-2-1/2	Entry/Balcony	2.4893
X	183	800	1317.78	XX-408	5-2-1/2	Entry/Balcony	2.4893
X	182	800	1315.86	XX-407	5-2-1/2	Entry/Balcony	2.4888
X	181	800	1315.86	XX-406	5-2-1/2	Entry/Balcony	2.4888
X	180	800	1315.86	XX-405	5-2-1/2	Entry/Balcony	2.4888
X	179	800	1315.86	XX-404	5-2-1/2	Entry/Balcony	2.4888
X	178	800	1315.86	XX-403	5-2-1/2	Entry/Balcony	2.4888
X	177	800	1315.86	XX-402	5-2-1/2	Entry/Balcony	2.4888
X	176	800	1315.86	XX-401	5-2-1/2	Entry/Balcony	2.4888
X	175	800	1315.86	XX-400	5-2-1/2	Entry/Balcony	2.4888
X	174	800	1315.86	XX-399	5-2-1/2	Entry/Balcony	2.4888
X	173	800	1315.86	XX-398	5-2-1/2	Entry/Balcony	2.4888
X	172	800	1315.86	XX-397	5-2-1/2	Entry/Balcony	2.4888
X	171	800	1315.86	XX-396	5-2-1/2	Entry/Balcony	2.4888
X	170	800	1315.86	XX-395	5-2-1/2	Entry/Balcony	2.4888
X	169	800	1315.86	XX-394	5-2-1/2	Entry/Balcony	2.4888
X	168	800	1315.86	XX-393	5-2-1/2	Entry/Balcony	2.4888
X	167	800	1315.86	XX-392	5-2-1/2	Entry/Balcony	2.4888
X	166	800	1315.86	XX-391	5-2-1/2	Entry/Balcony	2.4888
X	165	800	1315.86	XX-390	5-2-1/2	Entry/Balcony	2.4888
X	164	800	1315.86	XX-389	5-2-1/2	Entry/Balcony	2.4888
X	163	800	1315.86	XX-388	5-2-1/2	Entry/Balcony	2.4888
X	162	800	1315.86	XX-387	5-2-1/2	Entry/Balcony	2.4888
X	161	800	1315.86	XX-386	5-2-1/2	Entry/Balcony	2.4888
X	160	800	1315.86	XX-385	5-2-1/2	Entry/Balcony	2.4888
X	159	800	1315.86	XX-384	5-2-1/2	Entry/Balcony	2.4888
X	158	800	1315.86	XX-383	5-2-1/2	Entry/Balcony	2.4888
X	157	800	1315.86	XX-382	5-2-1/2	Entry/Balcony	2.4888
X	156	800	1315.86	XX-381	5-2-1/2	Entry/Balcony	2.4888
X	155	800	1315.86	XX-380	5-2-1/2	Entry/Balcony	2.4888
X	154	800	1315.86	XX-379	5-2-1/2	Entry/Balcony	2.4888
X	153	800	1315.86	XX-378	5-2-1/2	Entry/Balcony	2.4888
X	152	800	1315.86	XX-377	5-2-1/2	Entry/Balcony	2.4888
X	151	800	1315.86	XX-376	5-2-1/2	Entry/Balcony	2.4888
X	150	800	1315.86	XX-375	5-2-1/2	Entry/Balcony	2.4888
X	149	800	1315.86	XX-374	5-2-1/2	Entry/Balcony	2.4888
X	148	800	1315.86	XX-373	5-2-1/2	Entry/Balcony	2.4888
X	147	800	1315.86	XX-372	5-2-1/2	Entry/Balcony	2.4888
X	146	800	1315.86	XX-371	5-2-1/2	Entry/Balcony	2.4888
X	145	800	1315.86	XX-370	5-2-1/2	Entry/Balcony	2.4888
X	144	800	1315.86	XX-369	5-2-1/2	Entry/Balcony	2.4888
X	143	800	1315.86	XX-368	5-2-1/2	Entry/Balcony	2.4888
X	142	800	1315.86	XX-367	5-2-1/2	Entry/Balcony	2.4888
X	141	800	1315.86	XX-366	5-2-1/2	Entry/Balcony	2.4888
X	140	800	1315.86	XX-365	5-2-1/2	Entry/Balcony	2.4888
X	139	800	1315.86	XX-364	5-2-1/2	Entry/Balcony	2.4888
X	138	800	1315.86	XX-363	5-2-1/2	Entry/Balcony	2.4888
X	137	800	1315.86	XX-362	5-2-1/2	Entry/Balcony	2.4888
X	136	800	1315.86	XX-361	5-2-1/2	Entry/Balcony	2.4888
X	135	800	1315.86	XX-360	5-2-1/2	Entry/Balcony	2.4888
X	134	800	1315.86	XX-359	5-2-1/2	Entry/Balcony	2.4888
X	133	800	1315.86	XX-358	5-2-1/2	Entry/Balcony	2.4888
X	132	800	1315.86	XX-357	5-2-1/2	Entry/Balcony	2.4888
X	131	800	1315.86	XX-356	5-2-1/2	Entry/Balcony	2.4888
X	130	800	1315.86	XX-355	5-2-1/2	Entry/Balcony	2.4888
X	129	800	1315.86	XX-354	5-2-1/2	Entry/Balcony	2.4888
X	128	800	1315.86	XX-353	5-2-1/2	Entry/Balcony	2.4888
X	127	800	1315.86	XX-352	5-2-1/2	Entry/Balcony	2.4888
X	126	800	1315.86	XX-351	5-2-1/2	Entry/Balcony	2.4888
X	125	800	1315.86	XX-350	5-2-1/2	Entry/Balcony	2.4888
X	124	800	1315.86	XX-349	5-2-1/2	Entry/Balcony	2.4888
X	123	800	1315.86	XX-348	5-2-1/2	Entry/Balcony	2.4888
X	122	800	1315.86	XX-347	5-2-1/2	Entry/Balcony	2.4888
X	121	800	1315.86	XX-346	5-2-1/2	Entry/Balcony	2.4888
X	120	800	1315.86	XX-345	5-2-1/2	Entry/Balcony	2.4888
X	119	800	1315.86	XX-344	5-2-1/2	Entry/Balcony	2.4888
X	118	800	1315.86	XX-343	5-2-1/2	Entry/Balcony	2.4888
X	117	800	1315.86	XX-342	5-2-1/2	Entry/Balcony	2.4888
X	116	800	1315.86	XX-341	5-2-1/2	Entry/Balcony	2.4888
X	115	800	1315.86	XX-340	5-2-1/2	Entry/Balcony	2.4888
X	114	800	1315.86	XX-339	5-2-1/2	Entry/Balcony	2.4888
X	113	800	1315.86	XX-338	5-2-1/2	Entry/Balcony	2.4888
X	112	800	1315.86	XX-337	5-2-1/2	Entry/Balcony	2.4888
X	111	800	1315.86	XX-336	5-2-1/2	Entry/Balcony	2.4888
X	110	800	1315.86	XX-335	5-2-1/2	Entry/Balcony	2.4888
X	109	800	1315.86	XX-334	5-2-1/2	Entry/Balcony	2.4888
X	108	800	1315.86	XX-333	5-2-1/2	Entry/Balcony	2.4888
X	107	800	1315.86	XX-332	5-2-1/2	Entry/Balcony	2.4888
X	106	800	1315.86	XX-331	5-2-1/2	Entry/Balcony	2.4888
X	105	800	1315.86	XX-330	5-2-1/2	Entry/Balcony	2.4888
X	104	800	1315.86	XX-329	5-2-1/2	Entry/Balcony	2.4888
X	103	800	1315.86	XX-328	5-2-1/2	Entry/Balcony	2.4888
X	102	800	1315.86	XX-327	5-2-1/2	Entry/Balcony	2.4888
X	101	800	1315.86	XX-326	5-2-1/2	Entry/Balcony	2.4888
X	100	800	1315.86	XX-325	5-2-1/2	Entry/Balcony	2.4888
X	99	800	1315.86	XX-324	5-2-1/2	Entry/Balcony	2.4888
X	98	800	1315.86	XX-323	5-2-1/2	Entry/Balcony	2.4888
X	97	800	1315.86	XX-322	5-2-1/2	Entry/Balcony	2.4888
X	96	800	1315.86	XX-321	5-2-1/2	Entry/Balcony	2.4888
X	95	800	1315.86	XX-320	5-2-1/2	Entry/Balcony	2.4888
X	94	800	1315.86	XX-319	5-2-1/2	Entry/Balcony	2.4888
X	93	800	1315.86	XX-318	5-2-1/2	Entry/Balcony	2.4888
X	92	800	1315.86	XX-317	5-2-1/2	Entry/Balcony	2.4888
X	91	800	1315.86	XX-316	5-2-1/2	Entry/Balcony	2.4888
X	90	800	1315.86	XX-315	5-2-1/2		

BY-LAWS OF COVERED BRIDGE  
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.

APPLICABILITY, MEMBERS, MEMBERSHIP  
AND DEFINITIONS

**SECTION 1.** These By-Laws shall be applicable to COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC., a non-profit Corporation of the State of Texas, hereinafter referred to as the "Association" to all of the members thereof as hereinafter defined, to the community and recreational facilities owned or leased by the Association and to each Covered Bridge Condominium which is now or may hereafter be created, hereinafter referred to as the "Condominiums."

**SECTION 2.** All present and future owners, tenants, future tenants, their guests, invitees, licensees, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominiums, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the units in the Condominiums shall be conclusively deemed to mean that the said owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.

**SECTION 3.** Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By-Laws:

(a) "Property" means and includes the land whether leasehold or in fee simple and the building, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto;

(b) "Building" includes the principal structure or structures erected or to be erected upon the land described in the Declaration provided for in Section (a) which determines the use to be made of the improved land whether or not such improvement is composed of one (1) or more separate buildings containing one(1) or more floors or stories;

(c) "Condominium Project" means a real estate condominium project; a plan or project whereby four (4) or more apartments, rooms, or other units in existing or proposed buildings or structures are offered or proposed to be offered for sale;

(d) "Condominium" means the separate ownership of single units or apartments in a multiple unit structure or structures with common elements;

(e) "Apartment" means an enclosed space consisting of one (1) or more rooms occupying all or part of a floor or floors in a building if one (1) or more floors or stories, provided it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare;

(f) "Developer" means HOVNANIAN TEXAS, INC., its successors or assigns;

(g) "Master Deed" or "Master Lease" or "Declaration" means the deed, lease or declaration establishing the property as a condominium regime;

(h) "Co-Owner" means a person, firm, Corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment or apartments within the condominium project;

(i) "Council of Co-Owners" means all the Co-Owners as defined in Subsection (h) of this section;

(j) "Majority of Co-Owners" means the apartment owners with fifty-one (51) percent or more of the votes weighted so as to coincide with percentages or fractions assigned in the Declaration;

(k) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof;

(l) "Unit or Dwelling Unit" are synonymous with "apartment".

(m) "General Common Elements" means and includes:

1. The land, whether leased or in fee simple, on which the building stands;
2. The foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communication ways;
3. The basements, flat roofs, yard and gardens except as otherwise provided or stipulated;
4. The premises for the lodging of janitors or persons in charge of the building, except as otherwise provided for or stipulated;
5. The compartments or installation of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;
6. The garbage incinerators and, in general all devices or installations existing for common use; and
7. All other elements of the building desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime and any other elements described in the Declaration filed pursuant to Section (g).

(n) "Limited Common Elements" means and includes those common elements which are agreed upon by all of the Co-Owners to be reserved for the use of a certain number of apartments to the exclusion of the other apartments, such as special corridors, stairways and elevators, sanitary services common to the apartments of a particular floor, and the like.

(o) "To Record" means to record in the office of the County Clerk of the county in which the property is situated in accordance with the provisions of Title 115, Revised Civil Statutes of Texas, 1925, as amended.

(p) All pronouns used herein include the singular or plural numbers, as the case may be.

**SECTION 4.** Except as otherwise provided, membership in the Association shall be limited to the owners or Co-Owners of apartments in the Condominiums, provided that whenever title to a unit is vested in two or more persons, such Co-Owners shall be entitled jointly to one vote for their particular apartment.

In the event that a member shall lease or permit another to occupy his Condominium unit, the tenant or occupant shall be permitted to enjoy the recreational and community facilities of the Association but shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member. The use of community and recreational facilities of the Association shall be limited to occupants of apartments and their guests and invitees.

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In the event that a member shall mortgage his unit the lien of the mortgage shall be deemed to attach to the member's rights, privileges and obligations in the Association, including the right to vote in the affairs of the Association so that if the member shall be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the member's membership in the association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its assigns, or purchaser at foreclosure.

Every lawful transfer of title to a member's apartment shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate and fully vest in the new owner.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

**SECTION 5.** Evidence of membership and ownership in the Association may be evidenced by a membership card issued to each member of the Association.

ARTICLE II

PRINCIPAL OFFICE

**SECTION 1.** The principal office of the Association shall be located at 4500 West 34th Street, Houston, Texas but may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Directors.

ARTICLE III

MEETINGS OF MEMBERS: VOTING

**SECTION 1.** All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

**SECTION 2.** Annual meetings of the members of the Association shall be held on the Fourth (4th) Tuesday in March of each year. At each annual meeting, there shall be elected by a ballot of a majority of the members entitled to vote, the Directors of the Association in accordance with the provisions of Article V, Section 2 of these By-Laws. The members may also transact such other business as may properly come before the meeting.

**SECTION 3.** The Secretary shall mail notices of annual meetings to each member of the Association, directed to his last known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand, or left at their residence in their absence.

**SECTION 4.** The President may call a special meeting of the members of the Association, and it shall be the duty of the President to call a special meeting of the members of the Association whenever he is directed to do so by resolution of a majority of the Directors or upon presentation to the Secretary of a petition signed by 33-1/3% of the members entitled to vote at such meeting.

**SECTION 5.** The Secretary shall mail notice of such special meeting to each member of the Association in the manner provided in Section 3 of this Article, except that notices of such special meetings shall

be mailed not less than five (5) nor more than ten (10) days before the date fixed for such meetings. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the members of left at their residence in their absence. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds (2/3) of the members entitled to vote at such meeting either in person or by proxy.

**SECTION 6.** The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of the members and their last known post office addresses. Such list shall also show opposite each member's name the number of the dwelling unit owned by him, the parking space assigned to said unit and the percentage of ownership of the member in the common elements in the particular condominium in which his unit is located. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Directors.

**SECTION 7.** Each Condominium apartment shall have one vote in the Association. If a member owns more than one apartment, he shall be entitled to one vote for each unit owned. The vote of an apartment unit shall not be divisible among Co-owners.

**SECTION 8.** A member shall be deemed to be in "good standing" and "entitled to vote" at any annual or special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his unit by the Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his unit, at least three days prior to the date fixed for such annual or special meetings.

**SECTION 9.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of members representing a majority of the total number of votes in the Association shall constitute a quorum at any annual or special meeting of members. If any meeting of members cannot be organized because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting to a time not less than eighteen (18) hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the members.

**SECTION 10.** Votes may be cast either in person or by proxy. Proxies must be in writing and filed with the Secretary at least two (2) days before the time appointed for such meeting in the notice thereof.

**SECTION 11.** All decisions shall require for passage, the affirmative vote of at least a majority of the members in good standing and entitled to vote and who vote in person or by proxy.

**SECTION 12.** The order of business at all annual meetings of the members of the Association shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Certification to minutes of Association of names of members in good standing and entitled to vote;
- (d) Reading of minutes of preceding meeting;
- (e) Reports of committees;
- (f) Reports of officers;
- (g) Appointment of inspectors of election;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New Business.

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ARTICLE IV. OBLIGATIONS OF MEMBERS

**SECTION 1.** Each member shall perform promptly and at his own risk, cost and expense, all maintenance and repair work with respect to the portion of each apartment owned by him which does not comprise a part of the common elements and which, if omitted, would adversely affect or jeopardize the safety of the Condominium in which his unit is located or any part or parts thereof belonging in whole or in part to other members and each member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work.

**SECTION 2.** Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by his negligence or by the negligence of his tenants, agents, guests, invitees or licensees, promptly upon the receipt of the Association's statement therefor.

**SECTION 3.** That the owner or co-owners of each unit are bound to contribute pro rata in the percentage of their ownership in the common elements as set out in Exhibit "C" attached to the Declaration hereto, toward the expenses of administration, maintenance, repair and replacement of the said common elements within the particular condominium of which it is a part. As to expenses of administering and maintaining the Association and all of its real and personal property in such amount as shall from time to time be found by the Association to be necessary, including but not limited to expenses for the operation, maintenance, repair or replacement of the Association buildings, or facilities; the maintenance, operation, repair or replacement of the recreational facilities; or costs of carrying out the duties and powers of the Association; compensation of Association employees, insurance premiums and expenses relating thereto; taxes which may be assessed against Association property and other expenses of the Association as set forth herein, or in the Declaration attached hereto, or which may be designated by the Board of Directors of such Association as "common expenses", each owner of each unit is bound to contribute pro rata to such expenses as designated proportionate to the ratio as the total expenses bears to the total number of units owning interest in and administered by said Association, at any given time, as more fully set out in Article XIII hereof. No owner may exempt himself from contributing toward such expenses, either as owner or co-owner of a unit in the particular condominium of which it is a part, or in the said Covered Bridge Condominium Association, Inc., by waiver of the use of or abandonment of the common elements or the community or recreational facilities of the Association or by abandonment of the unit owned by him.

**SECTION 4.** Payment by the member of his share of the aforesaid expenses shall be made in the amount from time to time fixed by the Directors, to the Treasurer of the Association at the office of the Association or such other place as shall be designated by the Directors.

**SECTION 5.** All such charges and expenses chargeable to a member of his dwelling unit shall constitute a lien against the said unit in favor of the Association for the use and benefit of the members of the Association prior to all other liens except (1) assessments, liens and charges for taxes paid due and unpaid on the unit, and (2) payments due under purchase money mortgage instruments of encumbrance, if any, duly recorded. The said lien may be foreclosed in the manner provided for the foreclosure and sale of real estate mortgages and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it at law for the collection of the charges and expenses including the right to proceed personally against any delinquent member for the recovery of a personal judgment against him for the amount due, court costs and reasonable attorney's

fees.

**SECTION 6.** In the event a member shall fail to pay any assessment levied against him and the Condominium unit owned by him for the maintenance of the common elements of the Condominium in which his unit is located, for the expenses of administering, maintaining and operating the community and recreational facilities of the Association or any other expense lawfully agreed upon, within ten (10) days after the same shall become due and payable, the Association shall be entitled to foreclose the lien referred to in the preceding section.

**SECTION 7.** Upon the sale, conveyance or other lawful transfer of title to a unit, all unpaid assessments against a member for his pro rata share of the expenses of administration, maintenance and repair of the common elements and the community and recreational facilities of the Association and other expenses agreed upon, shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:

(a) Assessments, liens and charges for taxes past due and unpaid on the dwelling unit, and

(b) Payments due under purchase money mortgage instruments of encumbrance, if any, duly recorded.

**SECTION 8.** The acquirer of a Condominium apartment shall be jointly and severally liable with the seller for the amounts owing by the latter to the Association up to the time of the conveyance or transfer, without prejudice to the acquirer's right to recover from the seller the amount paid by him as such joint debtor. The Association shall provide for the issuance, and issue to every acquirer upon his request, a statement of such amounts due by the seller and the acquirer's liability under this Section shall be limited to the amount as set forth in said statement.

**SECTION 9.** All units shall be utilized for residential purposes only. A member shall not make structural modifications or alterations in his unit or installations located therein without the written consent of the Directors.

**SECTION 10.** The Association shall have the irrevocable right, to be exercised by the Director or Manager of the Association, or any duly authorized agent, to have access to each dwelling unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units.

**SECTION 11.** Each member shall comply strictly with these By-Laws and with the Administrative Rules and Regulations adopted pursuant thereto including swimming pool and recreational facilities rules as either of the same may be lawfully amended from time to time with the covenants, conditions and restrictions set forth in the Declaration and in the Deed to his unit. Failure to comply with any of the same shall be grounds for civil action to recover sums due for damages or injunctive relief, or both, plus Court costs and reasonable attorney's fees; maintainable by the Association on behalf of the Council of Co-owners, or, in a proper case, by an aggrieved member. Any such action may be brought as a class action.

ARTICLE V. BOARD OF DIRECTORS

**SECTION 1.** The affairs of the Association shall be governed by a Board of Directors consisting of seven (7) persons each of whom shall be either a member of the Association or an officer, director, employee or designee of the DEVELOPER.

**SECTION 2.** At the first annual meeting of the members of the Association, two (2) Directors shall be elected to serve for a term of three (3)

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years, two (2) Directors shall be elected to serve for a term of two (2) years and the remaining three (3) Directors shall be elected to serve for the term of one (1) year. At the expiration of the initial term of each Director, his successor shall be elected to serve for a term of three (3) years, provided that each Director shall continue to hold office until his successor is elected. Directors shall serve without compensation.

**SECTION 3.** If the office of any Director shall become vacant by reason of his death, resignation, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for such purposes, shall choose a successor, who shall hold office until the next annual meeting of the members and his election or the election of his successor at such meeting. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred.

**SECTION 4.** Directors may be removed with or without cause, by the affirmative vote of (2/3) of the members in good standing and entitled to vote at such annual or special meeting of members duly called for such purpose.

**SECTION 5.** The first or organizational meeting of each newly elected Board of Directors shall be held immediately upon adjournment of the meeting of members at which they were elected and at the same place where the meetings of members was held, provided a quorum is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon thereafter as may be practicable provided notice is given to each Director as set forth in Section 6 of this Article or unless waived as provided in Section 8 of this Article.

**SECTION 6.** Regular meetings of the Board of Directors may be held at such time and place permitted by law as from time to time may be determined by the Directors, but at least four such meetings shall be held in each fiscal year. Notice of regular meetings of the Board shall be given to each Director personally, by telegram or by United States mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Association, at least five (5) days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

**SECTION 7.** Special meetings of the Board of Directors may be called by the President of the Association on three (3) days written notice to each Director, given in the same manner as provided in Section 6 of this Article. Special meetings of the Board shall be called by the President or the Secretary in like manner upon the written request of any two Directors.

**SECTION 8.** Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Directors are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or by these By-Laws.

**SECTION 9.** At all duly convened meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws or by the acts of the majority of the Directors. Directors at such meeting at which a quorum is present, shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Director or Directors present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called, may be transacted without further notice to any Director.

**SECTION 10.** The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential Condominium project and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others, in the performance of its duties as the administering body of the Association and of the Condominiums being administered by said Association, the Board of Directors shall have powers and duties including, but not limited to, the following:

- A. The operation, maintenance, renewal, replacement, care, upkeep, protection and surveillance of the buildings in each Condominium, their general and limited common elements and services and the community and recreational facilities and all other property, real or personal, of the Association.
- B. The preparation prior to the beginning of each fiscal year of a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreational facilities, and reasonable reserves for depreciation, retirements and renewals. The total amount of such budget or estimate shall be assessed against all of the dwelling units and the respective owners thereof, in the proportionate shares and percentages applicable to the units owned by them as set forth in Article XIII herein to include the owners and units in all Condominiums which are now, or may hereafter, be administered by the Association. The proportionate amounts thus found applicable to each dwelling unit shall be payable by the owner thereof to the Association in equal installments, in advance, said billing dates to be determined by the Directors.
- C. By majority vote of the Board, to adjust or increase the amount of any annual assessment and equal installments, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper whenever the Board is of the opinion that it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increased or special assessments shall be made or levied against such owners and the family units owned by them respectively, in the same proportionate percentages as provided in Subsection (B) of Section X of this Article.
- D. To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the common elements, community and recreational facilities of the Association and all of its real and personal property.
- E. To require all officers and employees of the Association handling, or responsible for funds of the Association or funds in its possession or under its control to furnish adequate fiduciary bonds, in form, penalties and with corporate surety satisfactory to the Board of Directors. The premiums on such bonds shall be paid by the Association as part of the common expenses.
- F. To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any individual dwelling unit or otherwise properly chargeable to the owners thereof.
- G. To employ and dismiss such clerks, stenographers, workmen, janitors, gardeners, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the

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Board of Directors may from time to time be necessary for the proper operation and maintenance of the Condominiums, and the community and recreational facilities of the Association, except the portions thereof required to be maintained by owners of dwelling units. The Board of Directors may also employ a Manager for the Association, at such compensation as may be established by the Board, to perform such duties and services as the Board may lawfully delegate.

- H. To enter or cause to be entered any dwelling unit when deemed necessary for or in connection with the operation, maintenance, repair, renewal or protection of any common elements, or to prevent damage to the common elements or any dwelling units, or in emergencies; provided that such entry and work shall be done with as little inconvenience as possible to the owners and occupants of such dwelling units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the Deed to his Condominium unit.
- I. To collect delinquent levies or assessments made by the Association through the Board of Directors against any dwelling units and the respective owners thereof, together with such costs and expenses incurred in connection therewith, including but not limited to Court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominiums, by injunction or such other legal action or means as the Board of Directors may deem necessary or appropriate.
- J. To employ or retain legal counsel, engineers and accountants and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including but not limited to those hereinbefore or hereinafter referred to in these By-Laws.
- K. To borrow money and sign any Promissory notes and accompanying documents in connection therewith, with consent of two-thirds of the members in good standing and entitled to vote.
- L. To hire an outside agent and/or management firm to perform all duties and services required by these By-Laws.
- M. To enter into any necessary contracts or agreements for the operation and administration of the Corporation or the Condominiums being administered by the Association, with private parties or any governmental agency.
- N. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Directors may deem appropriate from time to time and as may be consistent with good accounting practices.
- O. (1). To cause a complete audit of the books and accounts of the Association to be made by an independent certified public accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Directors shall also prepare at the end of each fiscal year and furnish to the owner of each dwelling unit a report of the business and affairs of the Association, showing its transactions and reflecting fully and accurately its financial condition.
- (2). To keep detailed books of account of the receipts and expenditures affecting each Condominium and its administration and specifying the maintenance and repair expenses of the common elements and all other expenses incurred.

P. To make and enforce compliance with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupant of dwelling units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a dwelling unit promptly upon the adoption thereof or posted in a conspicuous place in the Community Building.

- Q. (1). The Board of Directors, or its designee, shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) Fire insurance with broad form fire and extended coverage, vandalism and malicious mischief endorsements insuring all the buildings containing the units and common elements therein (including in all units, the fixtures, appliances and carpeting initially installed therein by the DEVELOPER, but not including the painted or decorated surfaces of interior walls, furniture, furnishings, personal property, contents or personal liability of individual unit owners) together with all central utility and other service machinery contained therein, and all buildings, fixtures, equipment and personal property owned by the Association, in the amount determined by the board and approved by all first mortgagees having mortgage liens upon the Condominium units contained in said buildings. All such policies shall provide that in the event of loss or damage, the proceeds of said policy or policies shall be payable to the Board of Directors or to its designees as an insurance trustee on behalf of each of the owners, co-owners and mortgagees of units in said building. Said insurance trustee shall be obligated to apply said proceeds as set forth in Article VI of these By-Laws. Each of said policies shall contain a standard mortgage clause in favor of each mortgagee of a unit and shall provide that the loan, if any, thereunder shall be payable to such mortgagee as its respective interest may appear, subject however, to the right of the Board or its designees as insurance trustee, to receive said proceeds to be applied to repair or reconstruction as provided herein, (2) Workmen's compensation, and (3) public liability insurance insuring the Association and its members against any liability for any negligent act or commission or omission attributable to the Association or any of its members and which occurs on or in any of the common elements of the Condominium or the community or recreational facilities of the Association, (4) boiler, glass, burglary, theft and such other insurance will protect the interest of the Association, its employees, the members and mortgagees. All insurance premiums shall be paid by the Association as common expenses.
- (2). All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by unit owners or of invalidity arising from any acts of insured or any unit owners, and shall provide that such insurance shall not be cancelled or substantially modified without at least ten days prior written notice to all of the insureds, including all mortgagees of units.
- (3). Unit owners may obtain insurance for their own account and for their own benefit. No owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished in any way.

R. The Board of Directors of the Association may appoint committees as deemed appropriate in carrying out its

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purposes, including but not limited to:

1. A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
2. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Area and Properties, as appropriate, and shall perform such other functions as the Board in its discretion determines;
3. An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement, certified by an independent public accountant, of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee.

#### ARTICLE VI.

##### RESTORATION AND REPLACEMENT OF CONDOMINIUM IN THE EVENT OF FIRE OR CASUALTY

SECTION 1. In the event of fire or other disaster or casualty resulting in damage to the buildings and common elements of any one or more of the Condominiums less than two-thirds of the livable area of building or buildings comprising the Condominium or Condominiums, as may be determined by the Council of Co-Owners, the net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. Where the insurance indemnity is insufficient to cover the cost of reconstruction or replacement, the new building costs shall be paid by all of the co-owners directly affected by the damage, in proportion to the percentage of the value of their respective dwelling units as it bears to the total value of the damaged building or buildings. If any one or more of those composing the minority of the co-owners who were directly affected by the damage shall refuse to make such payments, the Board of Directors shall levy an assessment in an amount proportionate to the percentage of value of the dwelling units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. In the event any owner or owners shall fail to respond to the assessment by payment thereof within a reasonable time, the Association shall cause such restoration or reconstruction to be accomplished by charging the cost thereof, less any applicable insurance credits, to the owners of the units affected in the proportions mentioned. Such costs less any credits shall constitute a lien against the dwelling unit or units of such owner or owners and may be enforced and collected in the same manner as all other liens as hereinbefore provided. The provisions of this Section may be changed by unanimous resolution of the owner of units or apartments then concerned within the Condominium as a whole, adopted subsequently to the date on which the fire or other disaster or casualty occurred.

SECTION 2. In the event of a total destruction of the entire Condominium or Condominiums, or if the common elements are damaged or destroyed to more than two-thirds of the livable area of building or buildings comprising the Condominium or Condominiums, the Council of Co-Owners of the said Condominium or Condominiums upon unanimous consent by all the Co-owners may elect to reconstruct or replace the said buildings and common elements. In the event of an election to reconstruct or replace, payment of the costs thereof shall be made as provided in the preceding Section of this Article.

If the Council of Co-owners shall elect not to reconstruct or replace, the Council of Co-owners of the said Condominium or Condominiums, with the consent of all of the mortgagees holding first mortgages on the dwelling units within said Condominium or Condominiums,

may sell for cash and upon terms, the entire Condominium or Condominiums, provided seventy-five (75) percent or more of the owners are in accord and so vote at a regular duly called meeting of the said Council of Co-owners. In the event the election is made to sell, the covenants against partition contained in the Declaration of Restrictive and Protective Covenants shall become null and void and the said owner or owners shall be entitled to convey their interest in the Condominium or Condominiums and may invoke relief in a Court of Equity to compel such a sale and partition against those owners who shall have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of the Condominium or Condominiums. After providing for all necessary costs and expenses, including court costs and reasonable attorney's fees in the event any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium or Condominiums, distribution of the combined funds shall be made to the owner or owners of the dwelling units in the said Condominium or Condominiums, in accordance with their respective undivided interest therein set forth in the Declaration creating the particular Condominium or Condominiums, subject only to the rights of outstanding mortgage holders.

Except as provided in this section, the common elements shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

#### ARTICLE VII

##### OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice-President, Secretary and a Treasurer. The Secretary may be eligible to the office of Treasurer. The President shall also be a member of the Board of Directors. The Board of Directors may also appoint Assistant Secretaries and Assistant Treasurers as they may deem necessary.

SECTION 2. The officers of the Association shall be elected annually by the Board of Directors at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Directors and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the members of the Board.

SECTION 3. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. He shall have the general powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such contracts and other instruments where duly authorized in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be obtained and executed when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

SECTION 4. The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors.

SECTION 5. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform like duties for any committees when required. He shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the

sending of notices of meetings to the members, the Board of Directors and committees and such other duties as may be prescribed by the By-Laws or by the Board of Directors or the President. He shall also have custody of the Corporate Seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

SECTION 6. The Treasurer shall have responsibility for the Association's Funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board, making vouchers for such disbursements and shall to the President and Directors, at the regular meetings of the Board or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association.

SECTION 7. The Officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE VIII.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1. The Association shall indemnify every Director and Officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses, provided however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any member or owner of a dwelling unit, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him and by virtue of his membership in the Association or as a member or owner of a dwelling unit in any Condominium or Condominiums.

ARTICLE IX

FISCAL YEAR

SECTION 1. The fiscal year of the Association shall begin on the first day of January in each year.

ARTICLE X

CORPORATE SEAL

SECTION 1. The Corporate Seal of the Association shall consist of two concentric circles between the circumferences of which shall

COVERED BRIDGE CONDOMINIUM NO. 4  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
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SECTION 2. In addition to the above cost, the fee to be paid by each member for the maintenance of the condominium-owned lands and common elements shall be computed as follows:

A. Where there is only one Condominium being administered by the Association, by dividing unit square footage by the total Condominium square footage and multiplying the result thereof by one hundred (100), the final figure being expressed in a percentage. The resulting percentage shall be used to determine an owner's percentage of ownership in the undivided common elements of the particular Condominium in which his unit is located, as reflected by Exhibit "C", the percentage of ownership of each owner in the undivided common elements of the Condominium in which his unit is located shall have a permanent character and shall not be altered except by the affirmative vote of all of the owners or co-owners and their first mortgagees of all of the dwelling units in each particular Condominium.

The maintenance cost for each unit shall be determined by multiplying the percentage of ownership as above determined, by the total operating budget for the Condominium.

B. Where there is more than one (1) Condominium being administered by the Association, by dividing the unit's square footage by the aggregate unit's square footage of all of the Condominiums being thus administered and multiplying the result thereof by one hundred (100), the final figure being expressed in a percentage. The method of allocation of the fee to be paid by each owner or co-owner toward maintenance of the Condominium owned lands and common elements shall be made annually by the Council of Co-Owners but not inconsistent with the provisions of the Texas Condominium Act, Article 1301a, Revised Civil Statutes of Texas.

The maintenance cost for each unit shall be determined by multiplying the percentage as determined in this Paragraph B, by the total operating budget for those Condominiums being administered by the Association.

SECTION 3. "Unit Square Footage" as used in this Article shall mean the square footage of the enclosed area of each unit.

SECTION 4. "Condominium Square Footage" as used in this Article shall mean the total square footage of the enclosed area of all of the units located in the particular Condominium.

SECTION 5. "Aggregate Square Footage of Condominium" as used in this Article shall mean the total square footage of all the Condominiums being administered by the Association.

ARTICLE XIV.

ANNEXATION

SECTION 1. Association has been advised by Developer, that Developer, its parent corporation or one of its subsidiary or affiliated corporation may construct Condominiums in the City of Houston, on property contiguous or adjacent to the property shown on Exhibit "A-1" attached to the Declaration.

SECTION 2. Unless specifically deemed otherwise by Developer any

be inscribed the name of the Association and within the circumference of the inner circle the words, "INCORPORATED, TEXAS" and the year of incorporation.

ARTICLE XI.

AMENDMENTS TO BY-LAWS

SECTION 1. These By-Laws and form of administration set forth herein may be amended from time to time by the affirmative vote of two-thirds (2/3) of the total number of votes prescribed by law. No such modification shall be operative until it is embodied in the minutes of the Association.

SECTION 2. Notwithstanding the provisions of Section 1 of this Article the DEVELOPER retains the sole and exclusive right to amend these By-Laws until the expiration of two (2) years from the date of the recording of the last deed by DEVELOPER to a Condominium unit in any Condominium which is or may in the future be administered by the Association, whichever time is later. The intent and sole purpose of this provision is to provide for and allow the DEVELOPER to complete development of the various condominiums which are or will in the future be administered by this Association. The provision of this paragraph cannot be changed or amended by non-developer members during the aforesaid period of time, anything herein to the contrary notwithstanding.

ARTICLE XII.

DISSOLUTION

SECTION 1. In the event of waiver or termination of the Condominium or Condominiums being administered by this Association the Association shall immediately be dissolved as provided by law and this instrument.

SECTION 2. Prior to such dissolution, the assets of the Association, net of payment of all debts including mortgages and other encumbrances, shall be distributed to the members of the Association in accordance with their percentage of ownership therein.

ARTICLE XIII.

MEMBER'S PERCENTAGE OF OWNERSHIP AND MAINTENANCE FEES

SECTION 1. The percentage of ownership of each member in the Association shall be computed as follows:

A. Each member shall have 1/250th interest in the Association until the final sections of COVERED BRIDGE APARTMENT and any of the annexed lands have been determined. At that time, each member will receive a proportionate interest based upon the actual number of units to be developed. For example, the current number of units proposed for COVERED BRIDGE APARTMENT's exclusive of annexed lands is 250. Should this number of units be developed, each unit owner would have 1/250th interest in the Association. Should a greater number of units be constructed upon this and annexed lands, each unit owner would have a lesser interest in the Association and similarly should a lesser number than 250 be developed he would have a greater interest in the Association.

Maintenance costs for the Association-owned land and facilities will be assessed to each unit owner on the basis of 1/250th of the Association's total operating costs until determination as to the number of units actually attained within this and annexed lands is made and thereafter at the actual proportionate interest. Until the final determination of interest is made, the developer will retain all membership interest not distributed to unit owners.

such additional Condominiums shall be considered annexed to and part of COVERED BRIDGE CONDOMINIUM and governed and administered by this Association and all Corporations on this Association and subject to the provisions of these By-Laws and to the Rules and Regulations of this Association.

ARTICLE XV.

DEPOSITS REQUIRED

SECTION 1. Upon conveyance of a dwelling unit by Developer to an initial purchaser of said dwelling unit, said dwelling unit owner shall deposit with the Association three (3) month's estimated monthly association assessments and one (1) year's estimated insurance premium, the latter to cover insurance on the unit owner's interest in the common elements of his particular Condominium.

SECTION 2. The aforesaid deposits shall be refunded to the unit owner (less any assessments currently owed) upon any resale of the dwelling unit by him, upon the condition that a deposit in the amount equal to that being held by the Association (excluding any assessments currently owed) is received from the purchaser of the particular dwelling unit. In the event said deposits are not received by the Association within thirty (30) days from the date of closing of title to such resale, the deposits shall be deemed credited to the account of the new owner. Nothing herein shall affect any unit owner's obligation for the payment of any Association assessments, charges or liens.

EXECUTED AT HOUSTON, TEXAS, on this 15 day of December, 1976.

ATTEST COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC.

James W. Miller  
JAMES W. MILLER  
Assistant Secretary

Earl M. Bickford  
EARL M. BICKFORD  
Vice-President

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared EARL M. BICKFORD, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC., a Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 15 day of December, 1976.

Joe S. Dax  
Notary Public in and for  
Harris County, TEXAS.  
My Commission Expires:  
June 1, 1977

Return To

HOOVER, COOK & MILLER  
ATTORNEYS AT LAW  
207 POST OAK PARK BUILDING  
SUITE 2000 POST OAK PARK BUILDING  
HOUSTON, TEXAS 77056



CERTIFICATE OF SECRETARY  
of  
RESOLUTION OF BOARD OF DIRECTORS  
of  
COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC.  
adopting  
RULES AND REGULATIONS

STATE OF TEXAS           §  
                                          §  
COUNTY OF HARRIS       §

I, Corliss B. Rogers, Secretary of Covered Bridge Condominium Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at a duly called meeting of the Board of Directors of the Association ("Board of Directors") held on the 20<sup>th</sup> day of January, 2014 with at least a majority of the directors being present thereat and remaining throughout and being duly authorized to transact business, the following resolutions were duly made and approved:

WHEREAS, on or about August 31, 1975, that certain instrument entitled "Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 1" was duly recorded in Volume 15, Page 70, et seq. of the Condominium Records of Harris County, Texas thereby creating the Covered Bridge Condominiums ("Declaration");

WHEREAS, Article V, Section 10 of the By-Laws of the Association ("By-Laws") provides in pertinent part:

The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential Condominium project and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others. In the performance of its duties as the administering body of the Association and of the Condominiums being administered by said Association, the Board of Directors shall have powers and duties including, but not limited to the following: ...

- P. To make and enforce compliance with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupant of dwelling units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to

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## MASTER SERVICES AGREEMENT

**ASSOCIATION:** Covered Bridge Condominium Association, Inc.  
(Hereinafter referred to as "Association")

**MANAGER:** RISE ASSOCIATION MANAGEMENT GROUP, LLC  
(Hereinafter referred to collectively with its affiliate companies as "RISE GROUP". "Manager" shall refer to Rise Association Management Group, LLC individually)

### Recitals

This Master Services Agreement (hereinafter the "MSA") is entered into on this the 1<sup>st</sup> day of MAY, 2017 (the "Effective Date") by the Covered Bridge Condominium Association, Inc. (hereinafter referred to as "Association") and the RISE GROUP. Association and RISE GROUP may be referred to collectively as "Parties". This Master Services Agreement, together with any addendums, exhibits, schedules attached or referenced herein, are collectively referred to the "Agreement".

**WHEREAS**, RISE GROUP offers integrated and interrelated services to community associations, including association management and administration, facilities management, project management, financial planning and strategies, and insurance consulting and claims management.

**WHEREAS**, Association wishes to obtain some or all such services from RISE GROUP as to be scheduled herein;

**WHEREAS**, Association may, from time to time, choose to add or modify services desired from RISE GROUP;

**WHEREAS**, This MSA shall provide prevailing terms and conditions for entire Agreement between Parties. Any conflicts between provisions of Agreement shall be governed by MSA.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged, Parties agree as follows:

**Agency:** Association hereby appoints RISE GROUP as its exclusive Agent for the purpose of fulfilling the duties outlined herein. RISE GROUP accepts this appointment and agrees to serve as agent to Association establishing an Agent-Principal relationship subject to the terms, conditions, and mutual promises contained herein.

**Term of Agreement:** The initial term of Agreement shall commence on Effective Date for the term specified in Exhibit A. Upon completion of the initial term, unless terminated, this Agreement shall be renewed automatically for successive one (1) year terms on the anniversary of the Effective Date. Any addendums executed following the initial term of Agreement shall automatically trigger a renewal of Agreement as described in this section.

**Termination:** Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice. Upon termination by Association for any reason, Association shall pay all amounts due Manager through the remainder of the then current term of this Agreement.

**Indemnification of Association and RISE GROUP:** RISE GROUP agrees to indemnify Association against actual damage, loss, and expense from the gross negligence or willful misconduct of RISE GROUP or its employees during the term of this Agreement where a court has found that such liability was caused solely by RISE GROUP's gross negligence or willful misconduct, unless the cause of such

loss was the result of RISE GROUP fulfilling direction given by Association or within the scope of this Agreement and if such loss is not covered by insurance carried by Association.

EXCEPT AS DETAILED IN FOREGOING PARAGRAPH OF THIS SECTION, ASSOCIATION AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS RISE GROUP, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, DEMANDS, FINES, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, LOSS, COSTS, EXPENSES AND ATTORNEY FEES, WHETHER ARISING IN TORT OR CONTRACT WHICH RESULT IN A CLAIM INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO LOSS, DAMAGE TO ANY PROPERTY OR INJURY OR DEATH TO ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE, INJURY OR DEATH RELATED TO SECURITY OF THE PROPERTIES OR MOLD DAMAGE, AND DAMAGES OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF RISE GROUP, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ANY OTHER CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS MANAGEMENT AGREEMENT AND SERVICES PROVIDED BY RISE GROUP, OR THEIR RESPECTIVE EMPLOYEES, OWNERS, DIRECTORS, CONTRACTORS OR AGENTS UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH ASSOCIATION AND RISE GROUP, THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH SHALL ALSO INCLUDE INDEMNITY BY ASSOCIATION TO INDEMNIFY AND PROTECT RISE GROUP FROM THE CONSEQUENCES OF RISE GROUP'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES.

NOTWITHSTANDING THE FOREGOING, ASSOCIATION SHALL HAVE NO OBLIGATION TO INDEMNIFY RISE GROUP IF RISE GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT HAS BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE THE SOLE AND PROXIMATE CAUSE OF THE LOSS, UNLESS THE CAUSE OF SUCH LOSS WAS THE RESULT OF RISE GROUP FULFILLING DIRECTION GIVEN BY ASSOCIATION OR WITHIN THE SCOPE OF THIS AGREEMENT OR IF SUCH LOSS IS COVERED BY INSURANCE CARRIED BY ASSOCIATION.

The undersigned represents and warrants that he or she is authorized to execute this Agreement on behalf of his or her respective party, has read and understands all of the provisions of this Agreement, and in consideration of these provisions executes this Agreement to be effective as of the Commencement Date.

ASSOCIATION:

Signature: Carliss Rogers

Name: Carliss Rogers

Title: President, CBCA

Date: 4-1-17

MANAGER:

Signature: John Elnore

Name: JOHN ELMORE

Title: MANAGING PARTNER

Date: 4/1/17





EXHIBIT A

Routine Services and Schedule of Fees

Accounting and Finance Services			
Description	Frequency	Charge	
Monthly Management Fee	Monthly	\$2,985	
CFO Insights Report*	Monthly	Included	
CFO Services*	On going	Included	
Community Association Financial Sustainability Plan Implementation*	On going	Included	
*CAFS Plan are exclusive services of Rise AMG based on a proprietary financial system. Please ask us more about this!			
Full Service Accounting Package	On going	Included	
Collections and Receivables Management	On going	Variable (Billed to Owner)- See schedule	
Monthly Financials and Dashboards	Monthly	Included	
Accounts Payable/Bill Pay	On going	Included	
Payroll Processing & Onsite Employee Management	As Needed	10% of Gross Payroll	
General Association Administration			
Description	Frequency	Charge	
Board Meetings/Minute Keeping	Monthly	Included	
Annual Meeting of Members/Minute Keeping	Annually	Included	
Website/Online Member Portal	On going	Included	
E-Blasts/E-statements Per Campaign (not per notification)	As needed	\$25	
Resolution Compliance Packet	As needed	Included	
Resale Certificates/Transfers/Estoppel Letters	As needed	A la carte to requestor	
Covenant and Rule Enforcement Proceedings	As needed	Included	
Document Storage (Note: Rise will not generate paper documents for storage)	On going	\$3 per box (monthly) /\$2 per MB (one time)	
Facilities and Maintenance			
Description	Frequency	Charge	
Property Inspections (onsite walk throughs with Board and/or maintenance staf	Monthly (12/yr)	Included	
Contractor Coordination	On going	Included	
Bid Specification and RFP	As Needed	Included	
Project Management (non capital improvement projects)	As Needed	Included	
After Hours Emergencies	As Needed	\$85/hr (minimum 1 hr)	
Preventative Maintenance Programs	On going	Included	
Gate and Access Control Management	As Needed	Included	
Building Profile and Maintenance History	On going	Included	
Capital Improvement Project Management	As Needed	\$85/Hr for supervision and coordination	
Insurance Services			
Description	Frequency	Charge	
Application Submission	Annually	Included	
Insurance Policy and Claims Management	As Needed	Included	
Policy Review Meeting	Annually	Included	
Special Insurance Claims Projects or Emergency Repairs	As Needed	\$85/Hr or 15% of claim total (billable to insurance carrier)	
Certificate of insurance tracking and production	As Needed	Included	
Actual Expenses and Supplies			
Description	Frequency	Charge	
Administrative/Office Supply/Mailings	As needed	Cost + 15%	
Credit Card Procurement of supplies	As needed	Interest Rate + 5%	
Copies/Envelopes/Postage	As needed	Cost + 15%	
All other actual expenses	As needed	Cost + 15%	
Check Printing/Payment Mailing Supplies (includes postage)	As needed	\$2 per check	
Large Project Scan Time (more than 1 hr)	As needed	Cost + 10%	
Prints/Copies/Scans per impression	As needed	\$0.20	



EXHIBIT B

Less Frequent and A La Carte Services

Association Administration			
Description	Frequency	Charge	
Registered Agent Change	As needed	Filing Fees Only	
Management Certificate Filing	As needed	\$150 + Filing Fees	
Webhosting/Payment System	On going	Included	
Separate Website Admin (hr)	As needed	\$40.00	
Welcome Packets	As needed	\$10.00	
ACC Processing	As needed	\$25.00	
FHA Approval Submission/Renewals	As needed	\$750.00	
Accounting and Finance			
Description	Frequency	Charge	
Reserve Study and Updates	Annually	\$2/Unit/Month	
1099/W9/Federal Income Tax Facillitation	As needed	\$165.00	
Franchise Tax Filing	Annually	\$165.00	
Debit Card Manual Reconciliation	Monthly	\$40.00	
Collections Related Costs			
Description	Frequency	Charge	
Credit Reporting	Monthly	Variable	
Monthly Administration billed to owner	Charged to owner	\$20.00	
Title Research Fees	Charged to owner	\$65.00	
Document Handling and Lien Services	Charged to owner	\$150.00	
Courier Prep Time	Charged to owner	\$50.00	
Proof of Claim Filing	As needed	\$150.00	
Bank Foreclosure Processing and Audit	Charged to owner	\$150.00	
Replacement Coupon Books	Charged to owner	\$5.00	
Bankruptcy Monitoring	As needed	\$10.00	
Cure Notice	Charged to owner	\$50.00	
Legal Work Order	Charged to owner	\$100.00	
NSF Charges	As needed	\$50.00	
Other Collection Services	As needed	Variable	
Additional Time, Ad Hoc Projects			
Description	Frequency	Charge	
Meeting Time	*	\$85.00	
Accounting Time (nonroutine)	*	\$85.00	
Speciality Collection Items (nonroutine)	*	\$85.00	
Legal/Misc. Time (nonroutine)	*	\$85.00	
Records Production Time	*	\$85.00	
*These are not normal charges and are only assessed in extreme cases. They include time for court appearances, depositions, ad hoc research projects, audit assistance, and other non-routine matters or extraordinary circumstance.			
**All fees are subject to change with notice			
***Due to FLSA Rules Requiring Overtime all additional after hours services are subject to additional charge. Board meetings are based on 2 hour meetings. Additional time is billed as extra.			

## EXHIBIT C: ASSOCIATION MANAGEMENT SERVICES

While exercising good faith and reasonable care, Manager shall perform management services on behalf of Association and otherwise in accordance with these Terms and Conditions outlined herein. Manager has no obligation to perform or carry out services that are not specifically identified within this Agreement.

### **Section I. General Provisions**

**1. Compensation of Manager.** Manager shall charge a base monthly fee and/or per door fee as set forth in Exhibit A of this Agreement payable in advance on the first day of each month. Manager is authorized to deduct such amounts and reimbursable costs outlined in Exhibit A from Association's funds. Amounts due shall be considered delinquent thirty (30) days from the date of the invoice. Beginning on the first Renewal Date and each successive Renewal Date thereafter, the Base Monthly Management Fee shall be increased by four (4%) percent. Interest on delinquent amounts shall bear an annual interest rate of eighteen (18%) percent, or the maximum allowed under law.

**2. Role of Manager.** The role of Manager is to provide best practices and outside counsel with regard to Association financials and operations, to assist the Board in the management, operation and day to day administration of Association based on routine operations and procedures detailed in Agreement. Association may delegate certain decision making authority to Manager for convenience or need as specified in Exhibit "C". Manager is not a facilities maintenance professional and as such the role of Manager is limited dispatching and coordinating contractors on behalf of the Association for the purposes of effectuating the intent of the board.

**3. Responsibilities.** Manager will carry out the decisions and policies enacted by Association. Manager will provide guidance to Association in the performance of their duties as set forth in Association's governing documents and applicable laws. Manager will provide best practices support to the Board through recommendations on matters that come before the Association.

**4. Performance Under Agreement.** Association agrees to notify Manager of any breach or perceived breach of Agreement within 180 days of its occurrence. Parties agree that 180 days provides sufficient period of discovery for such occurrences and that after 180 days if no notice is received then such claim is waived.

**5. Bank Accounts.** Manager shall establish and maintain bank accounts on behalf of the Association at one or more banks of Manager's choice. All accounts must provide that Manager is an authorized signatory with authority to deposit Association funds to and pay Association obligations from such accounts in accordance with this Agreement. Manager shall have no responsibility or liability for actions of individual Board members with respect to Association funds.

**6. Taxable Services.** If any service provided by Manager to Association under this Agreement or ancillary agreements is determined by a proper taxing authority or by law to be subject to sales tax, Association shall pay the applicable sales tax for all periods where such tax is due including, if applicable, any prior periods for which tax was due but not yet collected. Any activities of Association which require sales tax reporting shall be subject to the hourly rates set by Manager for performing such reporting as may be specified at the time such activities take place.

**7. Transfer of Ownership.** Manager shall charge lot/unit owner transfer related fees (transfer/refinance/statement of account/resale certificate/disclosure package) when a transfer of ownership occurs or when an owner, title company, or owner's agent requests such service. If Manager's transfer related fees are paid to Association, or if such fees are no longer permitted to be charged by Manager directly to owner, for any reason, Association shall promptly pay such amounts directly to Manager. If such fees are not paid at closing, Association shall collect such fees from the owner and pay such fees to Manager.

**8. Association Accounts Receivable.** As a necessary component of bookkeeping services provided by Manager, Association hereby instructs Manager to, on behalf of Association, take all routine and ordinary steps to manage accounts receivable of Association due from owners or to direct a third party collection agent(s) to do so as appropriate. Examples of accounts receivable include, but are not limited to assessments, special assessments, fines, costs, legal fees and other amounts due to Association. Additional charges may apply, some or all of which Association may have authority to recover from owners, for such actions necessary to facilitate or effectuate the payment of such accounts receivable amounts. Association is responsible for payment to the party providing such services.

In such cases where the cost is recoverable from an owner, Association shall adopt a fee to recover such amounts from the owner for services described in this section. Association authorizes Manager to carry out the steps delineated in Association policies and, in addition to other routine and ordinary steps as may be necessary from time to time, to: send statements, estoppel certificates, send notices of nonpayment, cause notices prepared by an attorney to be filed in the real property records, perform title research, settle accounts and disputes, respond to bankruptcy proceedings, administer payment plans and agree to terms on the same, refer an account to a third party collection agent (upon Association's approval or at the point designated in Association policies), and to charge an owner interest, fines, account administration fees, legal costs, forced maintenance costs, and other costs recoverable to the Association related to billing and collection or governing document enforcement. These amounts are in addition to the base management fee described in Exhibit A of this Agreement.

If Association bills owners for utilities, Manager may contract utility meter reading and billing services through a third party vendor on behalf of Association. Manager will notify Association in the event that said services are contracted through a third party vendor and Association shall pay the cost of said services.

**9. Attorney.** Manager is not an attorney or law firm, and any advice given relating to Association should not be construed as a legal opinion. Association should consult a qualified attorney when there is a legal question or a legal opinion is needed. Association shall pay all attorneys' fees associated with general matters and advice to Association, collection of past due assessments, enforcement of deed restrictions, defense of claims not covered by Association's insurers, and correspondence with a homeowner or their attorney on behalf of Association. Manager shall not be responsible for: 1) Association's failure, at any time, to consult an attorney and 2) any costs, damages, settlements, or judgments, etc. that result from Association's failure to consult an attorney or from following the advice of an attorney.

**10. Initial Records.** Association shall provide Manager with originals or exact copies of originals of all Association records which Manager is responsible for maintaining. Association represents and warrants the records it will provide shall be true, accurate, and complete to the best of Association's knowledge and further agrees that Manager may rely on records it is provided as a true, accurate, and complete record. Association shall not hold Manager liable for any loss of records or damage to records arising out of or attributable to occurrences caused through no fault of Manager including, but not limited to, theft, fire, vandalism, or force majeure. Manager is not responsible for acts or omissions of any third party records storage facility/company.

**11. Homeowner Correspondence.** Manager will maintain correspondence history for all owner accounts. This will include any and all financial activity, violation/compliance correspondence, or other correspondence generated under the scope of this agreement. Manager will maintain these records through the duration of this agreement, and shall make available any and all records if requested by an owner, the Board, the Association's agent, or the Association's attorney.

**12. Illegal or Improper Activity.** Association agrees to adhere to applicable federal, state and local law, regulations and ordinances as well as its own governing documents. Association is solely responsible for Association's compliance with all applicable laws. Failure or refusal by Association to comply with applicable laws, statutes, moral or ethical business standards, or its own governing documents shall be considered a breach of this Agreement by Association. Given such a breach, Manager may immediately terminate this Agreement.

## **Section II. Properties Maintenance**

**1. Association Facilities and Upkeep.** Association owns, operates, and is responsible for maintenance of common areas and any facilities, equipment or amenities located thereon which may include but is not limited to: swimming pools, automatic gates, club houses, playgrounds, walking trails, and parks (the "Properties"). From time to time, it may be necessary to contract with outside vendors ("Vendors") regarding the maintenance of the Properties. The term "Vendor" shall also include any subcontractors used in relation to Properties. This may also include Vendors affiliated with Manager. Vendors are contractors of the Association. Manager will endeavor to effectuate Association's direction with regard to upkeep of Properties by working with Association's Vendors subject to the following:

**2. Role of Manager.** Manager's role is to facilitate the upkeep and operation of the Properties by facilitating the provision of services at the direction of Association, or as Manager may deem necessary from time to time. Manager does not perform maintenance, compliance, safety or security services of any kind and looks to Vendors of Association to perform such services. All costs for maintenance shall be costs of Association and

paid for from Association funds to the appropriate Vendor subject to the applicable agreement with the Vendor. Manager will facilitate, if allowed by Association rules, the reservation of such facilities by members of Association at the then current reservation fee.

**3. Properties.** The operation and maintenance of Properties may be subject to compliance with all laws, regulations, ordinances, or other rules ("Laws") and it is Association's obligation to comply with same. Manager is not an expert on Laws and Association agrees that Manager is not responsible for, compliance, or failure to comply, with any such Laws, or fines or damages related thereto. Further, Manager shall not be responsible for determining if Association is in compliance with any Laws. Association shall contract with Vendors who will be responsible for advising on any specific requirements for the compliant operation or maintenance of Properties.

**4. Work Orders.** Manager will receive, dispatch, and/or coordinate work orders on behalf of the Association. Manager will offer a work order submission resource for owners of the Association to submit repair requests. Manager will evaluate and review these requests as they come in to determine proper routing procedures.

**5. Acts of Vendors.** Manager will endeavor to cause Vendors to deliver a quality work product to Association. Association agrees, however, that Manager cannot control the quality, effectiveness, timing, or attentiveness of Vendors, or their acts, omissions, or negligence. Manager is not responsible for any delays in maintenance, lack of response or effort by Vendors, lack of quality of any parts or work performed by Vendor, or their negligent or wrongful acts or inaction, including those actions which may result in the destruction of any property, injury or death of any person. Manager does not provide maintenance, quality control, or safety inspection services of any kind. Vendors of the Association are independent parties from both Association and Manager and as such, Vendors shall be responsible for their actions, as well as the work they perform or fail to perform. Association agrees that any consequences of any such failure by a Vendor, or the ramifications thereof, may be dutifully pursued against Vendor.

**6. Contracts.** Association grants Manager the authority to administer and enter into contracts with Vendors (that have been approved by Association) on behalf of Association and at the Association's cost and expense. A contract signed by Manager on behalf of or for the benefit of Association shall be treated with the same weight and effectiveness as though it had been executed by an individual Board member of Association and all such responsibility or obligations created under such contract, including payment or indemnity, shall be the Association's responsibility.

**7. Losses related to Properties.** Association understands that destruction of Properties, injuries or death related to Properties, or damage to property owned by third parties related to Properties are a realistic possibility and agrees that Manager shall not be responsible for any destruction of property, death, bodily injury, or property damage (whether own or third party property) involving any person(s) or Vendors which takes place on or is related to Properties regardless of the cause or causes thereof. By way of example this shall include, but is not limited to, losses or claims related to: slip and fall injuries, crime or lack of security, wrongful towing, drowning, automobile accidents, playground injuries, or damage to vehicles by an automatic gate. Association shall only contract with Vendors who maintain at least \$1,000,000 in general liability insurance and maintain worker's compensation insurance in compliance with the Texas Employer's Liability Act.

**8. Security of Properties.** Manager does not provide security of any kind nor is Manager responsible for any crime or destructive activity related to a lack of security in the community. Manager shall not be considered an insurer or guarantor of security within the community and further, shall not be liable for any loss or damage by reason of failure to provide adequate security. Manager does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other systems will prevent loss by fire, smoke, burglary, theft, or otherwise, nor will such systems provide the detection or protection for which the system was designed or intended. Manager recommends Association consult an attorney and law enforcement to prepare a charter excluding security services from any committee or Association function or obligation.

### **Section III. Association Employees and Compliance**

**1. Association Employees.** Manager agrees to process payroll for Association for employees of Association. These employees are employees of Association and all costs related to employment, including but not limited to payroll software, compliance costs, federal, state or local taxes, workers' compensation, and employment practices liability insurance (EPLI), shall be paid by Association. Manager shall charge Association and Association shall pay Manager an amount equal to 10% of Gross Payroll as compensation for processing

payroll. This charge is in addition to any other compensation due to Manager provided elsewhere in this Agreement. Association grants Manager authority to act on Association's behalf for the purposes of reporting or contacting relevant agencies.

**2. Association Employee Oversight.** Manager will aid the Board by providing general management and oversight functions to employees of Association. These functions may include the development of Employee job descriptions, creation of responsibility schedules, implementation of reporting hierarchy, and back office administrative support. When possible, it is the goal of Manager to increase efficiency of onsite Association employees by providing general oversight and accountability through management support. Manager will not make independent decisions affecting an employee's employment with Association without feedback and direction from the Board. Manager will provide the Board with summaries on employee activity and/or performance. In addition, Manager will provide the Board recommendations on market conditions as they apply to reasonable and fair compensation and employee benefits.

**3. General Provision Applicable to Association Employees.** Manager shall not be responsible for any violation, alleged violation, claim or loss related to employment laws brought by any government authority or employee of Association in so far as such claim relates to any alleged wrongful act of Association. Association is solely responsible for providing a safe work environment that is compliant with state and federal standards. Association agrees to purchase and maintain Workers Compensation insurance as set out above and (EPLI) with a minimum of \$1,000,000 of EPLI coverage in order that it may fund the indemnity within the Master Services Agreement. Association's obligation to indemnify Manager provided in the Master Services Agreement shall explicitly include indemnity for Workers Compensation, Employment Practices Liability or any other claims, losses, demands or other occurrence related to Association's employees or Manager's on site employees.

#### **Section IV. Insurance**

**1. Insurance Coverage.** Manager may, but is not obligated to, bind additional coverage for Workers Compensation. Association shall carry in full force and effect at all times the following minimum coverage:

- 1.) Property: equivalent to replacement cost
- 2.) General Liability with Hired and Non-owned Auto: \$1,000,000 per occurrence and in the aggregate
- 3.) Directors and Officers: \$1,000,000 per occurrence
- 4.) Crime: \$50,000 per occurrence
- 5.) Excess/Umbrella: \$1,000,000 per occurrence

**2. Binding Authority.** Association grants Manager permission and authority to bind insurance coverage through its affiliate brokerage or third party brokerages at the sole discretion of Manager. Manager shall not be responsible for incomplete or inaccurate information submitted to an insurer provided that such information was not submitted in bad faith.

**3. Sufficiency of Coverage.** Association acknowledges that all insurance policies carried by Association have exclusions to coverage and that claims may involve circumstances which may preclude coverage for certain matters. Association agrees that Manager shall not be responsible or liable for the failure of a policy to provide coverage for any matter. Manager shall have no responsibility, liability, or fault if a policy and/or limits of insurance of any Association policy prove to be inadequate or do not cover the total amount of any and all losses. Association is solely responsible for instructing Manager to increase policy limits if Association believes the limits are inadequate. If a loss occurs and the insurance is not adequate to cover the loss, Association acknowledges and agrees it will be solely responsible for paying any money due to compensate any persons or entities for any injuries or damages in excess of what the insurance company pays. Manager shall not be responsible for any payments for or because of a claim. Any additional insurance coverage not mentioned herein must be requested by Association.

**4. Payment of Premiums.** Association shall at all times pay, and solely be responsible for, the costs of premiums and any other fees related to insurance.

**5. Waiver of Subrogation and Coverage of Manager.** *Manager shall be named as an Additional Insured on all lines of coverage and Association coverage shall be primary noncontributory coverage on all claims against Manager related to Association. In the event of a claim by any party against Manager or Association, Association is responsible for paying any and all damages, claims, judgments, causes of action, costs, costs of defense, costs and expenses of settlement, losses and fines not covered by Association's insurance.* Association hereby waives any and all rights of subrogation against Manager that it has or may have in any Association insurance policies. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual

or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged. If an insurance company tries to pursue any right of subrogation against Manager, Association agrees to indemnify and hold Manager harmless as per Section 2 of this Agreement. This section is enforceable during the terms of this Agreement and after the Agreement is terminated.

**Section IV. Entire Agreement.**

1) This Agreement, including Exhibits and any signed addenda and/or amendments, constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral; 2) The Parties agree that the laws of the State of Texas shall govern all questions of law or disputes arising from or connected with this Agreement or the performance thereunder. The jurisdiction and venue for resolving any dispute, including mediation and arbitration, is the county of the local office of Manager, and each party irrevocably consents to and waives any objections to such jurisdiction and venue; 3) The prevailing party in any dispute or claim shall be awarded its actual reasonable attorneys' fees, costs, and out of pocket expenses incurred, including all costs/expenses associated with mediation and/or arbitration; 4) Manager may transfer and/or assign this Agreement and such transfer or assignment shall not be a breach of this Agreement. Association shall not assign its rights or obligations hereunder without the prior written consent of Manager; 5) The parties may exercise any remedies at such time and in such order as it may choose, and such remedies shall be cumulative. Waiver of any one act of default does not waive any other subsequent act of default; 6) If it shall be determined that any provision of this Agreement is unenforceable in any respect, such unenforceability shall not affect the other provisions of this Agreement and this Agreement shall be construed as if the unenforceable provisions had never been contained herein; 7) This Agreement shall inure to the benefit of the successors and assigns of each party; 8) Except as provided for elsewhere, this Agreement may not be amended or modified except in writing signed by the Parties, which writing makes specific reference to this Agreement.

## EXHIBIT D: FACILITIES MANAGEMENT AGREEMENT

While exercising good faith and reasonable care, Rise Facilities Management Group (hereinafter referred to as "RFMG") shall perform facilities management and general contracting services on behalf of Association and otherwise in accordance with these Terms and Conditions outlined herein. RFMG has no obligation to perform or carry out services that are not specifically identified within this Agreement.

### **Section I. General Provisions**

**1. Purpose.** The purpose of this agreement is to provide a summary for the facilities maintenance services provided by RFMG to the Association, and is designed to define the scope of facilities management services provided by RFMG to Association that best serve the priorities of Association.

**2. Compensation of RFMG.** RFMG shall charge for maintenance services as set forth in Exhibit A of this Agreement, or for those activities not outlined in Exhibit A, RFMG shall charge for maintenance services on a time and materials basis. Some recurring services may be charged at a separate rate as agreed upon by Parties. Manager is authorized to deduct such amounts and reimbursable costs from Association's funds upon the due date of any such invoice for services. Amounts due shall be considered delinquent thirty (30) days from the date of the invoice.

**3. Role of RFMG.** To administer the maintenance of Association facilities by providing recommendations and best practices for long-term maintenance and care of the physical components of the property. This includes but is not limited to oversight of capital improvement projects, performing routine and nonroutine general maintenance services, general contracting/sub-contracting services, and other maintenance services which may be appropriate from time to time.

**4. Consideration for Insurance, Licenses, Permits and Liability.** RFMG carries liability amounts and worker's compensation coverage required by law on his operators and employees. RFMG is also responsible for obtaining any licenses and/or permits required by law for activities it undertakes on Association property.

### **Section II: Summary of Services**

**1. Preventative Maintenance Program.** As a part of this Agreement RFMG will maintain a schedule of maintenance for each major asset, the Preventative Maintenance Plan (PMP), intended to mitigate wear and tear or maintain the aesthetic quality of such assets. The PMP encompasses physical building and dwelling components (Ex: roofing, siding, trim, paint, etc.) as well as the common-area infrastructure consisting of streets, gates, lighting, fencing, and any other structures maintained by the Association. PMP provide for routine and ordinary upkeep measures to be taken over the life of an asset and RFMG will endeavor to carry out such procedures as may be reasonable. Schedule of preventative maintenance, as it pertains to the physical assets of the property, is intended to be a guide and may, from time to time, be deviated from based on the actual condition of the asset, judgment of RFMG, available funds, or the priorities of Association may require.

**2. General Operations/Facilities Management.** As part of this Agreement, RFMG will provide a Facilities Manager to administer the day-to-day maintenance and facilities operations. This includes performing routine and ordinary maintenance on the property such as: carpentry, painting, minor electrical, minor plumbing, trim or mill work, services intended to prevent further damages to premises or to mitigate a loss inside or outside of a unit, repair or mitigation of losses or damage payable by insurance, or other routine and ordinary property maintenance as may be dictated by PMP, may be reasonable or necessary, or otherwise agreed upon by Parties. Such activities shall be billable to Association on a time and materials basis and Association grants authority to RFMG to carry out such work. Where applicable charges may be billed to a unit owner, responsible third party, or insurance company. After hours or emergency service calls may be subject to additional cost as outlined in Exhibit A.

**3. Bid Work.** Planned projects outside of the scope of item 2 above or which are not routine and ordinary repair and remediation may be subject to a bidding process as requested by Association. RFMG will create appropriate scopes for RFP and review completeness of submission to ensure submitted scope matches requirements, however, at Board's option pricing may be disclosed directly to Board. RFMG is a general contractor and as such may participate in this bidding process for services including items such as fence replacement or repair, painting, carpentry, roof repair or replacement, plumbing & electrical repairs, and other services as requested.



Bid Work must first be approved by Association before RFMG or another contractor undertakes any such project.

**4. Contractors of Association.** Association may contract directly with other service providers. In such case RFMG will also provide quality control over the work product of contractors of the Association which may include work related to plumbing, electrical, carpentry, painting, interior/exterior maintenance, fence replacement, and HVAC services. RFMG may charge hourly for such supervision if additional trips or time is required.

**5. Capital Improvement Project Management.** RFMG shall supervise capital improvement and construction projects. The role of Facilities Manager shall be to assist in the development of the scope of work, manage the RFP process, as well as review and present options to Association for service providers. Upon approval of contractor by Association, RFMG will endeavor to provide quality control of the project based on the scope of work agreed upon by both parties. RFMG will charge for third party project management as set forth in Exhibit A of this agreement.

**6. Maintenance Employee Program (not included except by separate written agreement).** If requested by Association, RFMG can make available the use of a dedicated maintenance technician for the benefit of the Association to carryout routine and preventative maintenance projects or certain recurring tasks. As agreed upon by both parties, RFMG will provide a maintenance technician for the allotted time set forth in a separate Employee Placement Agreement. Scope of services for routine service may include but is not limited to common area lighting inspections & bulb replacement, HVAC inspections and filter replacement, plumbing fixture inspection and winterization, porter services, carport maintenance, pressure washing, gutter inspections, and housekeeping services.

**7. Limitation of Scope and Disclaimers:** With respect to this Entire Agreement and the services provided by RFMG, Association understands that many factors, including quality of original construction, materials used, prior maintenance (or lack thereof), age, acts of god, all contribute to the life of an Asset. RFMG in no way a guarantees or promises that the life such assets will be extended nor is it possible to measure whether such would be the case. Parties agree that a PMP is a best practice and no warranties or guarantees about the life of an asset are made or implied nor shall RFMG be responsible for the failure of any asset at any point. If any warranties or maintenance agreements exist on any Asset, Association agrees to inform RFMG in writing of what actions may or may be taken so that RFMG can take care to avoid any act which may compromise such warranty. RFMG shall never be responsible for the voiding, invalidating or failure to honor of any condition of such agreements. The PMP is not a safety program and RFMG makes no representative as to the safety or security of any premises. Parties understand operating a facility or property comes with inherent risk of accident, injury or death ("incidents") to persons occupying or using facilities whether such incidents are related to a reported safety hazard(s) or not. As such, Parties agree that in the event of any safety hazard Association shall notify RFMG immediately of the existence of such hazard and RFMG shall endeavor, within reason, to mitigate such hazard. However, in no event, whether the hazard is known or unknown, shall RFMG be responsible for any claims, losses, injuries, damages, deaths or other losses which may occur as result of such hazard. Further, RFMG does not exercise direct control over any activity contracted directly by Association and shall never be responsible for any failure, deficiency, poor workmanship, acts or omissions, poor judgment, poor quality of materials or other deficiency which is the result of Association's contractors.

## **EXHIBIT E: SPECIFIC CONDITIONS PER INITIAL RFP**

It is agreed upon by Manager that the following specific conditions will met in accordance to the Mandatory Requirements provided by the Board with the initial request for proposal.

### **Section I. Board Support**

- Provide guidance to the Board in regards to the associations by-laws and interpretation thereof; referring Board to legal counsel where necessary.
- Assist and advise the Board in its decision making process as matters come before it.
- Review the property monthly via an ' on-site' walk thru with the President of the Board, Board members, and maintenance staff.
- Board actions that require vendor quotes are preformed within 30 days and presented as soon as possible via email to the Board members, but no later than the next Board meeting.
- Serve as the direct oversight of the association's employees, directing their activities.
  - Providing the Board brief monthly summaries of such activity.
  - Advising the Board on salary and benefit issues based upon local conditions.
- Serve as the primary interface to the homeowners.
  - Taking maintenance requests and assigning them priority and to the paid staff of the association.
  - Maintain a brief log of all homeowner contacts.
  - Communicate to resident, any decisions made by the Board within five(S) working days from such decision.
- Provide the Board with a packet of information three (3) working days before board meetings containing:
  - Employee summary activity
  - Summary update on any ongoing long-term projects
  - Financials:
    - Budget vs. expense
    - Balance sheet
    - Conference call with Treasurer if necessary
  - Brief status of action items from previous month's meeting.
- Attendance (all meetings are held in the early evening at the on premise club house)
  - Each monthly Board meeting
  - The annual resident meeting
    - ensure ballots for nomination of Board members are sent to all residents in a timely fashion

### **Section 2. Financial**

- Will be responsible for maintenance of the Associations accounts:
  - Working checking account, Amegy Bank (please note that Rise's integration for owner deposit activity is with FCB "First Covenant Bank". However, Rise can still maintain the account with Amegy and transfer funds to this institution)
  - Money Market accounts:
    - The Reserve Account
    - The Restricted Account (Escrow)
  - All Association monies be deposited within three (3) working days of receipt.
- Payroll processing for the Associations employees
- Payment of:
  - Incurred trade A/P
  - Utilities
  - Service Contracts
  - All federal, state, and local taxes, the Association incurs.
- Prepares, in conjunction with the Board a yearly budget for the Association and recommends the maintenance fee for the upcoming year.

- Negotiate utilities and services contracts as directed by, and on behalf of the Board.
- Ensure that adequate casualty insurance is maintained at all times on the property and Board.
- Ensure that flood insurance is maintained at all times on the property.
- A system of internal controls are in place that meet the audit requirements
- Work with the Associations auditor in preparation of a yearly audit of the Associations Books.
  - Review with the Treasurer and the Board the findings of the audit.

**Section 3. Miscellaneous**

- Manager will provide the Association (at no additional cost) a website where community news and updates can be posted, maintenance requests can be generated, online payments can be made, governing document can be posted, and a calendar events can be scheduled for the Association. The Board will have access to all monthly financial statements to include the balance sheet, income statement, income statement summary, general ledger with detail, bank reconciliation, cash disbursement, and bank statements. Owners will have access to create/maintain monthly assessment payments, generate work orders, and view all financial activity on their account.

## EXHIBIT F: MANAGED STAFFING AGREEMENT

This Managed Staffing Services addendum is entered into between Association, as defined in Master Services Agreement, and Rise Group, ("Manager" or "Rise Group") referred collectively as "Parties", this the 13<sup>th</sup> day of August, 2017 subject to the following terms and conditions:

**WHEREAS** Manager offers managed staffing services as further described herein, and;

**WHEREAS** Association wishes to utilize such services as it pertains to staff wholly or partially dedicated to performing functions determined by Association at the following location(s) 5005 Georgi Ln., Houston, TX 77092;

**NOW THEREFORE**, The Parties agree as follows:

**1. Employer:** Manager shall fulfill the functions, obligations, responsibilities and duties as Employer on the behalf of Association as it pertains to certain staff assigned wholly or partially to Association.

**2. Employees:** Persons employed directly by Association, or by another third party, whose employment is primarily to service Association shall have their employment transferred to Manager. Certain individuals with whom Association has reached an agreement for employment with shall be hired by Manager, subject to certain employment conditions as determined by Manager, and assigned to a location as determined by Association or its managers. These employees shall be considered Managed Employees ("Employees"), employed by Manager for the purpose of providing services to Association.

**3. Hiring and Termination:** Manager shall retain the right to dismiss any Employee for any violation of Manager's policies or procedures including any such violation which Manager believes creates risk of harm or danger to any person (s) or property. In the absence of such violation, Association shall provide direction on any hiring or termination decision in accordance with its routine and ordinary operating procedures. Association shall adopt procedures to ensure compliance with applicable law for hiring procedures.

**4. Wages:** Association shall set employee wage levels. Association is responsible to maintain compliance with all applicable local, state, or federal regulations which may provide guidance or restrictions as to the method, amount, or frequency in determining an employee's compensation amount or computation method.

**5. Employment Screening:** Association and Manager may agree on certain guidelines with regard to pre-employment screening to determine eligibility criteria for new employees. Such pre-employment verifications may include drug screening, employment verification, criminal background checks, motor vehicle reports or other reasonable screenings as may be appropriate for the scope of work.

**6. Job Duties and Oversight:** Association and Manager shall work together to create job descriptions for each role to clearly identify the scope and duties which an employee may undertake. Manager will aid the Board and General Manager by providing general management and oversight functions to employees of Association. These functions may include the development of Employee job descriptions, creation of responsibility schedules, implementation of reporting hierarchy, and back office administrative support. When possible, it is the goal of Manager to increase efficiency of onsite Association employees by providing general oversight and accountability through management support. Manager will not make independent decisions affecting an employee's employment with Association without feedback and direction from the Board. Manager will provide the Board with summaries on employee activity and/or performance. In addition, Manager will provide the Board recommendations on market conditions as they apply to reasonable and fair compensation and employee benefits.

**7. Compliance:** Manager shall assist Association in maintaining regulatory compliance for workplace safety, employment disclosure, wage method computation including those related to the Fair Labor Standards Act,

Employee Retirement and Income Security Act compliance, and other law as it may be applicable. Association is solely responsible for providing a safe work environment that is compliant with state and federal standards.

**8. Time and Attendance:** Manager shall provide systems for time and attendance tracking. Association may adopt policies with regard to paid time off and other components of Employee Handbook as it may specifically apply to only those employees assigned to Association.

**9. Payroll and Benefits Services:** Manager shall process payroll and is responsible for all state, local and federal filings with regard to Association employees including forms 940, 941, EEO1, and filings related to Texas SUI, OASDI, FICA, FUTA, and other required filings. Manager shall process changes to group plans, including health plans, and provide other benefits related coordination and processing. Manager will work with benefits brokers and needed to coordinate the provision of certain benefits to employees as may be requested.

**10. Insurance:** Association agrees to purchase and maintain Workers Compensation insurance as set out above and (EPLI) with a minimum of \$1,000,000 of EPLI coverage in order that it may fund the indemnity within the Master Services Agreement. Association's obligation to indemnify Manager provided in the Master Services Agreement shall explicitly include indemnity for Workers Compensation, Employment Practices Liability or any other claims, losses, demands or other occurrence related to Association's employees or Manager's on site employees.

**11. Compensation of Manager:** Manager shall charge for managed staffing services as set forth in Exhibit A of this Agreement, or for those activities not outlined in Exhibit A, Manager shall charge for managed staffing services on a fee per project rate agreed upon by both parties. Some recurring services may be charged at a separate rate as agreed upon by Parties. Manager is authorized to deduct such amounts and reimbursable costs from Association's funds upon the due date of any such invoice for services. Amounts due shall be considered delinquent thirty (10) days from the date of the invoice.

**12. Pass Through Expenses:** All expenses incurred related to the employment of Managed Employees shall be passed through to Association from Manager and are payable immediately upon invoicing. For avoidance of doubt Association shall always be responsible for the payment of employer payroll taxes, fines, claims, filing fees, Workers Compensation, Employer Professional Liability Insurance, fidelity or crime insurance for ERISA compliance, State and Federal Unemployment Insurance including increases and rate buy downs, and any portion of employee benefits Association agrees to sponsor including the upfront payment due prior to the collection of employee withholdings. For any such expenses which are shared expenses or allocated by employee, Manager may use any reasonable method for allocating such expense to Association.

**13. Role of Manager:** To act as the Human Resource Administrator for Association and its onsite staff by providing ongoing HR support. This includes but is not limited to management of employee benefits, procurement of health insurance, payroll administration, HR administration, and government compliance.

**14. Liability for claims, damages, demands or losses related to Employees:** Association shall indemnify Manager for any and all claims, damages, losses of any kind of character as it relates to any alleged or actual violation of employment laws or any actions or inaction of any Employee regardless of the cause or causes thereof. Indemnity of Rise Group by Association outlined in Master Services Agreement shall explicitly apply to any claims brought as it related to services provided by Rise under this addendum.

**List of Standard Attachments:**

- 1.) Master Services Agreement**
- 2.) Exhibit A- Routine Service and Schedule of Fees**
- 3.) Exhibit B - Less Frequent and A La Carte Services**
- 4.) Exhibit C- Terms and Conditions of Association Management Services**
- 5.) Exhibit D- Facilities Management Agreement**
- 6.) Exhibit E- Addendum for Specific Conditions per Initial RFP**
- 7.) Exhibit F - Managed Staffing Agreement**

**TATE OF TEXAS**                    ⊃  
                                                  ⊃  
**COUNTY OF HARRIS**           ⊃

**CONDITIONAL CONSENT**

This Conditional Consent, dated \_\_\_\_\_, 20\_\_\_\_, is by and between the following parties concerning the following described property:

“Owner”: \_\_\_\_\_

“Association”: Covered Bridge Condominium Association, Inc., a Texas Non-Profit Corporation

“Property”: Unit \_\_\_\_\_, in Building \_\_\_\_\_, in Covered Bridge Condominium as created and established in “Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 1”, recorded under County Clerk’s File No. D963745, et seq., that certain “Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 2”, recorded under County Clerk’s File No. E669033, et seq., that certain “Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 3”, recorded under County Clerk’s File No. E898610, et seq., and that certain “Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 4”, recorded under County Clerk’s File No. E982742, et seq. of the Condominium Records of Harris County, Texas.

Proposed Alteration: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner has requested permission from the Association for the Proposed Alteration.

The Association is agreeable of granting its Conditional Consent to the Proposed Alteration in accordance with the following terms and provisions:

1. In the event, and to the extent that the Proposed Alteration encroaches or overlaps onto the General Common Elements, by making the Proposed Alteration, Owner and any subsequent owner shall not acquire any interests (ownership, easement, or otherwise) in and to the General Common Elements.
2. The plans and specifications (including exact dimensions, materials utilized, colors, method and manner of construction, and any proposed landscaping (if any), etc.) must be approved by the Association. A decision by the Association may take up to thirty (30) days. Owner will be notified in writing when the application is either approved or denied.

3. All work must be performed timely, in a workmanlike manner and in a manner that will minimize interference and inconvenience to other residents by a licensed insured contractor at Owner's sole cost and expense. This includes, but is not limited to, cleaning up the work area at the end of each day. Owner will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.
4. Owner shall maintain the Proposed Alteration at all times at Owner's sole cost and expense. In the event that the Owner fails or refuses to maintain the Proposed Alteration, the Association shall have the right, but not obligation, to perform any such maintenance or remove the Proposed Alteration at the Owner's cost and the Owner shall be liable for all such costs of removal or maintenance. In the event of sale of the unit, any Proposed Alterations that are made will, therefore, be the responsibility of any new owners of the unit.
5. Owner shall be liable for any damage caused or sustained to the General Common Elements or any injury to any person resulting from such Proposed Alteration whether due in whole or part to Owner negligence, acts, or omissions. **OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, AND MANAGERS OF AND FROM ANY AND ALL CLAIMS, DAMAGES OR LOSS WHICH ARISE FROM OR ARE ATTRIBUTABLE TO THE CONSTRUCTION OF OR EXISTENCE OF THE PROPOSED ALTERATIONS. THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.**
6. In the event that the Proposed Alteration encroaches or overlaps onto or into the General Common Elements, the Association shall have the right, at the Association's sole discretion, to request the removal of the Proposed Alteration at anytime. Any such removal shall be at the Owner's expense. Further, in the event that the Association requires access into the patio area for the purpose of maintaining or repairing any common element for which the Association is required to maintain or repair (i.e. the foundation of the condominium, etc.); (i) the Association shall have the right of entry to perform such maintenance and repairs; (ii) if it becomes necessary in the Association's sole discretion to penetrate, or remove any tile or other owner installed items for the purpose of performing such maintenance and repairs, the Association shall have the right to do so; and (iii) the Association shall not be liable or responsible for any damage to tiles or other owner installed items or have any responsibility or liability to repair or replace any portion of such tiles or owner installed items which require to be replaced or repaired.
7. Owner understands that approval of the Proposed Alteration must be granted before the inception of the project. Owner acknowledges that the Owner could be forced to have the item removed if it is installed without prior written approval or it is different from the approved plans and/or specifications. Board approval in no way eliminates the need to adhere to any federal, state, county or city laws, codes or zoning regulations.
8. No work will begin until written approval is received from the Association. Owner has forty-five (45) days from date of Board approval to complete the performance of work approved in this Conditional Consent form. Should



additional time be required, Owner must make a written application for such time extension to the Board of Directors through the management company.

This Conditional Consent shall be binding upon the Owners successors and/or assigns.

**“Owner”**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS           §  
                                          §  
COUNTY OF HARRIS       §

This instrument was acknowledge on this the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Texas

**“Association”**

Covered Bridge Condominium Association, Inc.,  
a Texas non-profit Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TEXAS           §  
                                          §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by \_\_\_\_\_,  
of Covered Bridge Condominium Association, Inc., a Texas non-profit Corporation, on behalf of such  
corporation.

\_\_\_\_\_  
Notary Public - State of Texas



## Covered Bridge Condominiums Collection Policy

A. If the maintenance fee is not received by the 10<sup>th</sup> of the month, apply the late charge as denoted in the Violations Assessment table.

B. If the maintenance fee remains outstanding over thirty (30) days, apply ½ the late charge as denoted in the Violations Assessments table each month it remains outstanding.

C. Turn the account over to legal when:

**The account carries any balance for three (3) months**

**OR**

**The account has remained over \$500.00 for over 60 days**

Legal sends a 30 day demand letter which includes legal fee(s) in demand.

D. If no payment is received following the 30 days of legal demand letter, attorney is hereby authorized to file assessment lawsuit against Owner for foreclosure and personal judgment.

E. After judgment, if the Owner fails to pay the judgment or fails to pay pursuant to a payment plan the Attorney is hereby authorized to attempt to collect the judgment by having the delinquent Owner's unit posted for a constable foreclosure sale pursuant to the judgment.

F. Legal is hereby authorized to enter into a written payment agreement, of up to a six (6) month maximum, with the owner as long as:

1. All past due assessments, late fees, legal fees and costs incurred are included in the balance to be paid off along with interest (at the discretion of the Board) at 10% per annum;
2. All current assessments are paid when due, in addition to the payment plan; and
3. In the event a lawsuit has been filed, the Owner must also execute an agreed judgment for the full amount due to secure the payment agreement.

N689007

10/02/92 09816538 48079067 \$ 10.00

RESOLUTION OF BOARD OF DIRECTORS OF COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC. REGARDING PARAGRAPH 22 OF THE DECLARATIONS OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR COVERED BRIDGE NOS. 1, 2, 3, AND 4

We, the undersigned, being all members of the Board of Directors of COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, being all the members of such Board as presently constituted, do by this writing consent to the following actions and adopt the following resolutions:

WHEREAS, those certain instruments entitled:

- 1. "Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 1", filed of record in Volume 15, Page 70 of the Condominium Records of Harris County, Texas;
2. "Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 2", filed of record in Volume 23, Page 18 of the Condominium Records of Harris County, Texas;
3. "Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 3", filed of record in Volume 28, Page 100 of the Condominium Records of Harris County, Texas; and
4. "Declaration of Restrictive and Protective Covenants for a Condominium Regime known as Covered Bridge Condominium No. 4", filed of record in Volume 32, Page 1 of the Condominium Records of Harris County, Texas;

(hereinafter collectively referred to as the "Declarations") provide at Paragraph 22 that in order to preserve the character of Covered Bridge, Sections One, Two, Three and Four ("Covered Bridge") as an "adult residential community", occupancy of all units in Covered Bridge shall be restricted to residents of a certain age (the "protective age covenant"); and

WHEREAS, on March 13, 1989, the Fair Housing Amendments Act of 1988 (the "Act") became effective which prohibits discrimination in housing based upon handicapped or familial status; and

WHEREAS, the Declarations further provide Covered Bridge shall be administered, supervised and managed by Covered Bridge Condominium Association, Inc. (the "Association"), a Texas non-profit corporation, which shall act by and on behalf

existence and the Association's acknowledgement of the Act and its intention to comply with its terms.

We direct that this consent be filed with the minutes of the Board of Directors of the Association.

This consent is executed pursuant to Article 9.10 of the Texas Non-Profit Corporation Act which authorizes the taking of action by the Board of Directors by unanimous consent without a meeting.

DATED as of September 29, 1992.

James R. Looney, Pamela J. Massey, Margo Metzger, Chester B. Massey, A. Dishman

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Pamela J. Massey, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

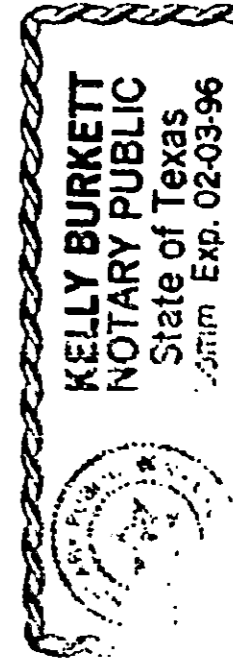
Given under my hand and seal of office this the 29 day of September, 1992.



NOTARY PUBLIC - STATE OF TEXAS

Before me, a notary public, on this day personally appeared Margo Metzger, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.



NOTARY PUBLIC - STATE OF TEXAS

RECORDERS MEMORANDUM: At the time of recording, this instrument was found to contain illegible, photocopied, carbon or photo copy, disclosed paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

COVERED BRIDGE NOS. 1, 2, 3 & 4 A CONDOMINIUM PROJECT CONDOMINIUM RECORDS HARRIS COUNTY, TEXAS

FILM CODE 164040 REDUCTION 16X CAMERA DESIGNATION MRG 1

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Donna L. Evans, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared James R. Looney, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Chester B. Massey, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared A. Dishman, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.



NOTARY PUBLIC - STATE OF TEXAS

#80061

COVERED BRIDGE NOS. 1, 2, 3 & 4 A CONDOMINIUM PROJECT CONDOMINIUM RECORDS HARRIS COUNTY, TEXAS

FILM CODE 164040 REDUCTION 16X CAMERA DESIGNATION MRG 1

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared Donna L. Evans, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared James R. Looney, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.

STATE OF TEXAS
COUNTY OF HARRIS

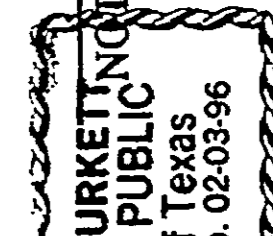
Before me, a notary public, on this day personally appeared Chester B. Massey, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared A. Dishman, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 29 day of September, 1992.



NOTARY PUBLIC - STATE OF TEXAS

#80061