

OF. OF  
BEVERLY D. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK  
FILM CODE 166053

GREENFIELD  
PHASE 1 O

GREENFIELD OAKS TOWNHOMES  
PHASE 1 OWNERS ASSOC.

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THIS IS PAGE 1 OF 3 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

## AMENDED RULES AND REGULATIONS

concerning

### USE AND OCCUPANCY

of

### GREENFIELD OAKS TOWNHOMES

### PHASE I OWNERS' ASSOCIATION

AS PROVIDED IN ARTICLE 9, SECTION 5 OF THE "CONDOMINIUM DECLARATION, GREENFIELD OAKS TOWNHOMES PHASE I" (THE "DECLARATION"), FILED OF RECORD IN VOLUME 83, PAGE 120, ET SEQ., OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS:

THE RULES AND REGULATIONS ARE OF EQUAL DIGNITY WITH, AND SHALL BE ENFORCEABLE IN THE SAME MANNER AS THE PROVISIONS OF THE DECLARATION... EACH OWNER, BY ACCEPTING CONVEYANCE OF AN APARTMENT, AGREES TO COMPLY WITH AND ABIDE BY THE RULES AND REGULATIONS, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

P864054

**SECRETARY'S CERTIFICATE OF  
RESOLUTIONS OF BOARD OF DIRECTORS OF  
GREENFIELD OAKS TOWNHOMES PHASE I, OWNER'S ASSOCIATION, INC.  
AMENDING RULES AND REGULATIONS  
OF  
GREENFIELD OAKS TOWNHOMES PHASE I**

05/17/94 00420687 P864054 \$ 30.00

STATE OF TEXAS       \*  
                                  \*  
COUNTY OF HARRIS   \*

I, DAVONNE METZGER, Secretary of Greenfield Oaks Townhomes Phase I, Owner's Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify at the regular meeting of the Board of Directors of the Association held on May 12, 1994 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, by that certain instrument dated September 20, 1978 and entitled "Condominium Declaration for GREENFIELD OAK TOWNHOMES PHASE I (the "Declaration") which was filed in Volume 83, Page 125, et seq., of the Condominium Records of Harris County, Texas; and

WHEREAS, Exhibit "D" to the Declaration, set forth those certain RULES AND REGULATIONS CONCERNING USE AND OCCUPANCY OF GREENFIELD OAKS TOWNHOMES PHASE I, which are the original Rules and Regulations for Greenfield Oaks Townhomes Phase I (the "Rules and Regulations"); and

WHEREAS, Article 9, Section 5 of the Declaration provides the Rules and Regulations shall be of equal dignity with the Declaration, except in cases of conflict, and may be amended from time to time by the Board of Directors of the Association; and

WHEREAS, Article VII, Section 1 of the By-laws further provide that each member must abide by the Rules and Regulations as the same may from time to time, be amended by the Board of Directors of the Association ; and

WHEREAS, Section 82.102(a) of the Texas Uniform Condominium Act provides that, unless the Declaration provides otherwise, (i) a Board of Directors of an association may regulate the use, maintenance, repair, replacement, modification and appearance of a condominium regime, and (ii) adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification and appearance of units and common elements, to the extent the regulated actions affect common elements or units.

NOW, THEREFORE, BE IT RESOLVED that the Rules and Regulations of the Association are hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes, which shall serve as an

amendment to Exhibit "D" of the Declaration.

BE IT FURTHER RESOLVED that the Secretary of the Association is directed to see that copies of Exhibit "A" are mailed to all unit owners in Greenfield Oaks Townhomes Phase I and that a copy of this Resolution be filed in the Condominium Records of Harris County, Texas.

I further certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolutions which were approved or set forth above and now appears in the books and records of the Association.

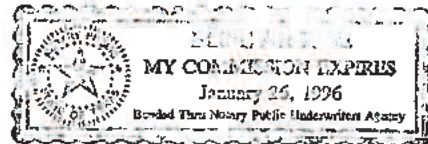
TO CERTIFY WHICH WITNESS MY HAND on this 12 day of May, 1994.

Greenfield Oaks Townhomes Phase I Owner's Association, Inc.

*Davonne Metzger*  
Davonne Metzger, Its Secretary

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 12 day of May, 1994.

*Elsie Angelle*  
NOTARY PUBLIC - STATE OF TEXAS  
Print Name: \_\_\_\_\_  
Comm. Exp.: \_\_\_\_\_



FILED

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COUNTY CLERK  
HARRIS COUNTY, TEXAS

IBB/COR/Cert-04

**ARTICLE 1**  
**GENERAL**

- §1.1. The terms used in these Rules and Regulations, to the extent they are defined in the Declaration and unless noted otherwise herein, shall have the same definition as set forth in the Declaration.
- §1.2. Any conflicts between these Rules and Regulations shall be controlled by the Declaration.
- §1.3. All Owners and occupants of Apartments, their guests and invitees, shall comply strictly with these terms of this Declaration and the Rules and Regulations. As used in the Rules and Regulations, the term "Owner" shall include all occupants of an Apartment (including tenants), as well as guests and invitees of Owners or occupants.
- §1.4. As provided in Article 9, Section 5 of the Declaration, these Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as the provisions of the Declaration. As such, the Association shall have the right to enforce the terms of these Rules and Regulations by all methods provided in the Declaration, as well as those provided at law.

## **ARTICLE II**

### **BUILDING USE**

- §2.1. Each Owner shall use his Unit solely for single-family residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Apartment, Common Element, or Limited Common Element.
- §2.2. No Owner shall use nor permit such Owner's Apartment nor any Common Element nor any Limited Common Element to be used for any purpose which would: void any insurance in force with respect to the Project; make it impossible to obtain any insurance required by the Declaration; constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; constitute a violation of any applicable law, ordinance, rule or regulation (including Rules and Regulations); or interfere, unreasonably, with the use and occupancy of the Project by other Owners.
- §2.3. Each owner and renter is responsible for obtaining a "homeowner's" or "tenants" policy to cover all personal property in his apartment, the furnishings, the interior walls and wall coverings, the appliances, all parts of the apartment which are not Common Elements, and all personal property (i.e. automobiles and contents) parked in the Owner's assigned parking spaces.
- §2.4. No Owner, shall install or cause to be installed wiring for electrical or telephone antennae, machines, or other air conditioning units on the exterior of the Project in such a manner that they protrude from the walls or the roof of the buildings. No improvements may be made to the exterior of the Project unless expressly authorized in writing by the Board.
- §2.5. Owners shall exercise reasonable care to avoid making or permitting to be made loud, disturbing noises, and in using and playing or permitting to be played musical instruments, radios, phonographs, television sets, amplifiers or any other instruments or devices in such manner as may disturb or tend to disturb occupants of other Apartments.
- §2.6. Owners may place upon balconies or patios appurtenant to such Owner's Apartment patio furniture and such decorative items as such Owner may deem desirable, provided, however, that 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 Project.
- §2.7. No sign, notice or advertising of any type shall be posted within the confines of the Project (including Apartment windows) without the prior

written consent of the Board.

§2.8. Barbecue pits are to be kept at least ten feet from buildings, and when in use, shall not be left unattended.

§2.9. Each Owner shall keep his Apartment in good order and repair.

§2.10. Specifications for all proposed improvements, changes, decorations, or alterations to the exterior of the Apartments should be submitted to the Board for consideration. All such change must be approved in writing by the Board before such improvements can be made.

§2.11. No animal shall be permitted on the Project except two (2) normal household pets. The Board shall have the right to direct the removal of any pet which is disturbing to any other Owners in the Project. All pets must be restrained by a leash when outside of an Apartment, and no pet shall be allowed to run loose within the confines of the project.

§2.12. Water faucets, dishwashers, garbage disposals, and similar apparatus shall not be left running for an unreasonable or unnecessary length of time and shall not be left running when unattended.

§2.13. No radio or television antennae shall be attached to any of the buildings or maintained outside of a apartment without the prior written consent of the Board.

§2.14. No soliciting allowed.

§2.15. From and after the date these Rules and Regulations are filed of record in the Condominium Records of Harris County, Texas, no Owner of an Apartment may replace or install curtains, blinds, shades, draperies or other window coverings visible from the exterior of any Apartment unless same are white, beige or other similar uniform color approved by the Board.

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK  
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**ARTICLE III**  
**COMMON AREAS**

- §3.1. Any Common sidewalks, driveways, and entrances shall not be obstructed or used by any Owner for any other purpose than entering and leaving Apartments.
- §3.2. Apartment Owners, members of their families, their guests, residents, tenants, or lessees, shall not use sidewalks, driveways, or entrances as a play area(s). No bicycle riding shall be permitted on sidewalks. Small children riding bicycles on sidewalks must be supervised by an adult.
- §3.3. Except as approved by the Board, no sidewalk, driveway, parking area, public hallway, walkway, or stairway, or any other Common Elements shall be obstructed in any manner, nor shall any Owner store or place or cause to be stored or placed any object in such areas.
- §3.4. Trash shall be placed in plastic sacks and put out the day of trash pickup.

## **ARTICLE IV SWIMMING POOL REGULATIONS**

- §4.1. Pool area is restricted to residents and guests.
- §4.2. Guests must be accompanied by resident.
- §4.3. Standard swimwear is to be worn; no cut offs.
- §4.4. No glass within fenced area.
- §4.5. All trash must be put in containers.
- §4.6. Do not put foreign objects in pool, including pool furniture.
- §4.7. Pool furniture is not to be removed from the pool area.
- §4.8. No loud, boisterous horseplay.
- §4.9. No pets allowed in the pool area (City ordinance).
- §4.10. All swimmers swim at their own risk.
- §4.11. Pool hours are 6:00 a.m. to 10:00 p.m.
- §4.12. Owners who rent to tenants relinquish rights to use pool to their tenants.
- §4.13. No personal articles, such as floats, are to be left in pool area.
- §4.14. All children under 12 must be accompanied by resident over 18 years of age.
- §4.15. Use suntan lotion in moderation, if swimming in pool. Also cover chair or lounge with towel as suntan lotion damages vinyl furniture.
- §4.16. Gates must be kept closed at all times and must not be propped open for any reason whatsoever. (City Ordinance)

Pool areas are subject to unheralded inspection by the City of Houston. The penalties for non compliance with City Ordinance are severe.



**ARTICLE V**  
**PARKING**

- §5.1. Except as approved by the Board, no sidewalk, driveway, parking area, walkway, garage, entryway, or any other Common Element shall be obstructed by vehicles (including motorcycles and all other motorized or non-motorized vehicles or trailers) in any manner, nor (with the exception of garages) shall any Owner store or place or cause to be stored or placed any such vehicles in such areas. Owners vehicles must be stored in garages.
- §5.2. Parking in firelanes or other designated areas are subject to towing at owners or operators expense.
- §5.3. No boats, trailers, campers, or motor homes shall be kept in the Common Elements.
- §5.4. Inoperable or wrecked autos, including those vehicles displaying expired license plates and/or inspection stickers, are not permitted on the Project.
- §5.5. Auto repairs, other than changing flat tires, are not permitted on the Project.
- §5.6. Noncompliance with these regulations and restrictions can result in unauthorized vehicles being towed away at Owner's or operator's expense.
- §5.7. Garage doors must be kept closed except for ingress and egress. (Closed garage doors help to keep burglar's away, as well as make the entire project look better.)
- §5.8. Do not exceed 10 mph on the Project!

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 166055

GREENFIELD OAKS TOWNHOMES  
PHASE 1 OWNERS ASSOC.

THIS IS PAGE 3 OF 3 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

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

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

MAY 17, 1994

*Beverly B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY TEXAS



**CERTIFICATE OF RESOLUTION  
OF  
GREENFIELD OAKS TOWNHOMES  
PHASE I OWNERS ASSOCIATION, INC.**

**RULES FOR INSTALLING SATELLITE DISHES AND ANTENNAS**

06/09/97 200433349 S486529 \$20.00

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The undersigned, being the duly elected, qualified and acting Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc. (the "Association"), a Texas nonprofit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on February 13, 1997:

WHEREAS, the Association is responsible for governance and maintenance of the community as described in the dedicatory instruments of the Association; and

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the community, pursuant to state law and its governing documents; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 preempting certain Association restrictions on the installation, maintenance and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, for the benefit and protection of the Association, the owners and the residents, the Board deems it necessary to establish guidelines and procedures for the regulation, installation, use and maintenance of permitted antennas (Covered Antenna) within the community;

NOW, THEREFORE, BE IT RESOLVED that the following Rules for Installing Satellite Dishes and Antennas be and hereby is adopted:

**I. DEFINITIONS**

**Antenna-** any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast (TVBS), and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer

to select or use video programming is a reception antenna, provided it meets Federal Communications Commission (FCC) standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.

**Mast** - a structure to which an antenna is attached to raise the antenna to a height necessary to receive signals.

**Transmission-only antenna** - any antenna used solely to transmit radio, television, cellular, or other signals.

**Owner** - any unit owner in the Association. For the purpose of this rule only, "Owner" includes a tenant who has the written permission of the unit Owner to install antennas.

**Telecommunications signals** - signals received by DBS, television broadcast, and MDS antennas

**Exclusive use area** - limited common area which is adjoining or adjacent to the owner's unit designated for the exclusive use by the owner as defined in the Declaration.

## II. GENERAL

No antenna used to transmit or receive video, radio or shortwave broadcast signals of any kind may be placed, installed or operated by any individual within the community without prior application to and written approval of the Board.

A Covered Antenna of any type may be installed totally within an individually-owned building or unit so long as the Covered Antenna is not visible from outside the building and the installation complies with all applicable health, safety and building codes and licensing requirements.

## III. GUIDELINES FOR THE INSTALLATION, USE AND MAINTENANCE OF COVERED ANTENNAS

### Antenna Size and Type

Antennas designed to received direct broadcast satellite service which are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.

Antennas one meter or less designed to received multipoint distribution service may be installed. MDS antennas larger than one meter are prohibited.

Installation of transmission-only antennas are prohibited unless approved by the Board of Directors.

FILED FOR RECORD  
8:00 AM

JUN 9 1997

*Beverly B. Kaufman*  
County Clerk, Harris County, Texas

## **Location**

Antennas must be installed only in the owner's unit or on an individually-owned or exclusive-use area, as defined in the Association's governing documents and each owner's deed. Installation of Covered Antennas on a limited common element which is exclusively used by the owner does not convert the limited common element to individual property.

*If the signal received by an indoor or attic TVBS antenna is sufficient to view off-the-air programming, installation of an outdoor antenna is prohibited. If an exterior installation is necessary, the use of the least obtrusive antenna possible (such as the 18-inch circular dish antenna) is required. Any installation of an outdoor TVBS antenna shall conform to all guidelines set forth in this Resolution.*

Covered Antennas must not encroach upon any common areas, any other owner's individual unit or limited common area, or the air space of another owner's limited common area.

If there is more than one location where an acceptable quality signal can be received, the Covered Antenna must be placed in the location that is least visible to persons not on the owner's property. Preferred locations include rear yards, rear decks, side yard locations adjacent to gas meters or mechanical equipment, and screened among shrubbery. Preferred roof locations are adjacent to a chimney or on the rear roof just above the gutter line or just below the ridge line of the roof. The preferred location on a balcony or patio is within the interior space of the balcony or patio below the height of the balcony or patio railing. This section does not permit installation on common property, even if an acceptable quality signal cannot be received from an individually-owned or exclusive use area.

If the only location where an acceptable quality signal can be received is a highly visible location, then the Covered Antenna must be appropriately camouflaged or screened, to the extent signal quality is not diminished so extensively that reception is unreasonably impaired, by paint or other means which do not unreasonably delay or increase the cost of the installation. The Board may require disguising the Covered Antenna (e.g., as a rock or umbrella), camouflaging the Covered Antenna by painting or reducing visibility by screening. The Board has the right but not the obligation to pay the cost of reasonable additional screening of any visible Covered Antenna, to the extent such screening does not unreasonably impair signal quality or unreasonably delay installation.

## **Installation of Covered Antennas and Masts**

Covered Antennas shall be no larger than is absolutely necessary for reception of an acceptable quality signal.

Covered Antennas may not be visible above the patio or balcony fence.

All installations shall be completed so that they do not damage the common areas, limited common areas, or individual units, or void any warranties of the Association or

other owners, or in any way impair the integrity of the building.

Any installer other than the owner shall carry adequate general liability and workers compensation insurance to prevent both damage to common areas and potential safety hazards.

Covered Antennas and masts must be safely and securely affixed so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, including damage from wind velocity.

No masts may be installed on the Association's common elements.

If the owner's roof is individually owned, mast height may be no higher than necessary to receive acceptable quality signals. Mast height may not exceed twelve feet (12') above the roof line, and shall be the minimum height necessary to receive an acceptable signal.

There shall be no penetrations of the common walls, floors or ceilings unless an independent professionally qualified consultant confirms that it is necessary to receive an acceptable quality signal or that not doing so would unreasonably increase the cost of antenna installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation not to do so:

Devices which permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;

Devices which permit the transmission of telecommunications signals through a wall without cutting or drilling a hole through the wall;

Existing wiring for transmitting telecommunications signals and cable services signals.

If penetration of the common walls, ceilings or floors is necessary to receive an acceptable quality signal or prevent an unreasonable cost increase, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes.

Covered Antennas and masts shall be permanently and effectively grounded.

Cabling and grounding wire shall be installed in the least visible manner possible. When a Covered Antenna is located on the ground, cabling and wiring shall be installed underground whenever possible. Exterior Covered Antenna wiring shall be minimally visible and blend into the material to which it is attached.

## **Maintenance**

Owners who install or maintain Covered Antennas are responsible for all associated

costs, including but not limited to costs to:

place (or replace), repair, maintain and move or remove Covered Antennas;

repair damages to the common property, the unit or other units, and any other property caused by the installation, maintenance or use of Covered Antennas;

pay medical expenses incurred by persons injured by installation, maintenance or use of Covered Antennas;

reimburse residents or the Association for damages caused by the installation, maintenance or use of the Covered Antenna;

restore Covered Antenna installation sites to their original condition.

Owners shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Covered Antenna maintenance, repair and replacement, and the correction of any safety hazard.

If Covered Antennas should become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association shall remove the Covered Antenna at the owner's expense.

Owners shall be responsible for repainting or replacement of the exterior surface if the Covered Antenna deteriorates.

### **Safety**

Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions.

Covered Antennas may not be placed where they may come into contact with electrical power lines.

Covered Antennas shall not obstruct access to or exit from any doorway or window of a unit, walkway, ingress or egress from any area, utility service areas, or any other areas necessary for the safe operation of the Association.

### **Number of Covered Antennas**

No more than one Covered Antenna for each type of service may be installed by an owner.

### **Covered Antenna Removal**

When removing a Covered Antenna, an owner shall restore the location of the Covered Antenna to its original condition.

## **Association Maintenance of Locations upon which Covered Antennas are Installed**

If Covered Antennas are installed on property which is maintained by the Association, the owners retain responsibility for Covered Antenna maintenance. Covered Antennas must not be installed in a manner which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.

*If maintenance requires the temporary removal of Covered Antennas, the Association shall provide owners with seven (7) days written notice. Owners shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterwards, if an owner so desires. If the Covered Antennas are not removed in the required time, then the Association may do so at the owner's expense. The Association is not liable for any damage to Covered Antennas caused by Association removal.*

## **IV. NOTIFICATION PROCESS**

Any owner desiring to install a Covered Antenna must complete a notification form and submit it to Prime Site, Inc. AAMC®, 8955 Katy Freeway, Suite 301, Houston, Texas, 77024-1627.

If the installation conforms to all of the preceding restrictions, the installation may begin immediately. If the installation varies from the above regulations, the owner and Board of Directors must establish a mutually convenient time to meet to discuss installation methods.

## **V. DETERMINATION OF SUFFICIENCY OF RECEPTION**

To the extent required, the Association shall employ a knowledgeable, independent consultant to determine the acceptability of broadcast signals received in various locations on any owner's property and recommend a placement that (1) ensures adequate signal (if feasible), and (2) maximizes the safety of the installation and (3) minimizes the visibility of the Covered Antenna.

## **VI. ENFORCEMENT**

Should these rules be violated, the Association, after due notice and an opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. In the event the court or FCC determines that a violation has occurred, a fine of \$50 shall be imposed by the Association. If the violation is not corrected within 10 days, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law and the Association's governing documents, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.



**Severability**

If any of these provisions is ruled to be invalid, the remainder of these rules shall remain in force and effect.

TO CERTIFY WHICH, witness my hand this the 13 day of March, 1997.



Bob Sabo, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Bob Sabo, Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 13 day of March, 1997.

  
Notary Public, State of Texas

\_\_\_\_\_  
Typed/Printed Name of Notary  
My Commission Expires: \_\_\_\_\_



BEVERLY H. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 171099

GREENFIELD OAKS TOWNHOMES  
PHASE 1 OWNERS ASSOCIATION  
CERTIFICATE OF RESOLUTION

THIS IS PAGE 2 OF 2 PAGES

REDUCTION 16x CAMERA DESIGNATION MRG1

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

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

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

JUNE 9, 1997



*Beverly B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY TEXAS

S927752

**CERTIFICATE OF SECRETARY**  
*of*  
**RESOLUTION OF BOARD OF DIRECTORS**  
*of*  
**GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.**  
*regarding*  
**RESPONSIBILITY FOR DOORS**

STATE OF TEXAS

§  
§  
§

03/26/98 200609079 S927752 \$10.00

COUNTY OF HARRIS

I, Sally Holcomb, Secretary of Greenfield Oaks Townhomes Phase I Owners' 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 held on January 8, 1998 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 September 20, 1978, that certain instrument entitled "Condominium Declaration Greenfield Oaks Townhomes Phase I" was recorded in Volume 83, Page 125 *et seq.* of the Condominium Records of Harris County, Texas (the "Declaration") and all the terms used in this Resolution shall have the same meaning as the terms used in the Declaration; and

WHEREAS, Section 82.102(a)(6) of the Texas Uniform Condominium Act (the "Act") provides the Board of Directors of a condominium unit owners' association (unless otherwise provided in its declaration) has the power to "regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium"; and

WHEREAS, Section 82.102(a)(7) of the Act further provides the Board of Directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of the units and common elements to the extent the regulated actions affect common elements or other units"; and

WHEREAS, Article I, Section 1 of the Declaration provides the definition of "Apartment" includes "fixtures that serve only one Apartment..."; and

WHEREAS, Article 2, Section 2(c) of the Declaration provides "each

2(c) of the Declaration, the Association shall have the right to perform such work "as is necessary to put any such Apartment in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Association, payable on demand, and payment thereof shall bear interest and be secured in the same manner as for Maintenance Expense Charges as set out in Article 4, Section 5 [of the Declaration]".

I certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolutions were approved as set forth above and now appear in the books and records of the Association.

TO CERTIFY WHICH WITNESS MY HAND on this 27th day of February 1998.

**GREENFIELD OAKS TOWNHOMES  
PHASE I OWNERS' ASSOCIATION, INC.**

By: Sally Holcomb  
Sally Holcomb, Secretary

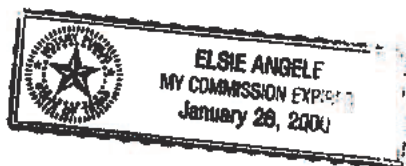
STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

Before me, a notary public, on this day personally appeared Sally Holcomb, Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., 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 27 day of February, 1998.

Elsie Angele  
NOTARY PUBLIC - STATE OF TEXAS

44669



Owner shall maintain such Owner's Apartment (including the portions thereof which are not located within the physical boundaries of the Apartment) in good order and repair at all times..."; and

WHEREAS, the i) windows and ii) doors to Apartments that serve only one Apartment, including front doors, patio doors and garage doors (the "Doors") are all fixtures of the Apartment and should be maintained by the Owners; and

WHEREAS, it is the standard in the condominium unit owners' association industry for unit owners to be responsible for the maintenance of windows and doors that serve only the Owner's unit as evidenced by Section 82.107(c) of the Act, which although not a retroactive provision of the Act at this time, provides "except as provided by the declaration, each unit owner is responsible for the cost of maintenance, repair and replacement of windows and doors serving only the owner's unit"; and

WHEREAS, the Association has in the past painted the exterior of the front doors and garage doors to the Apartments; and

WHEREAS, the Board of Directors of the Association, pursuant to their power to do so, wishes to confirm and formally adopt a rule regarding the responsibility for maintaining, repairing and replacing windows and Doors of Apartments.

NOW, THEREFORE, BE IT RESOLVED that the following rule is hereby adopted regarding the replacement of the Doors:

Owners shall be responsible for the repair and replacement of all windows and Doors of an Apartment. Provided, however, in order to ensure the uniform appearance of the Buildings before windows or Doors are repaired or replaced (which repairs or replacement would alter the exterior appearance of the windows or Doors) the prior written approval of the Board of Directors of the Association must be obtained. As a benefit to all Owners, the Association will continue its practice of painting the exterior of the front doors and garage doors to Apartments, provided the need for painting has not been caused by the misuse or negligence of an Owner or an Owner's family member, guest, tenant or invitee. If the need for painting a front door or garage door has been caused by the misuse or negligence of an Owner or an Owner's family member, guest, tenant, or invitee, the Owner of the Apartment in question shall be responsible for painting. Should the Owner fail to paint the door in question, as provided by Article 2, Section

*Certificate of Secretary*

*Page 2 of 3*

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS

DOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 172105

REENFIELD OAKS TOWNHOMES PHASE 1  
OWNER ASSOC. INC. RESOLUTION

THIS IS PAGE 1 OF 1 PAGES

ON 16x CAMERA DESIGNATION MRG1

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK  
FILM CODE 172105

FILED FOR RECORD  
8:00 AM

MAR 26 1998

*Beverly B. Kaufman*  
County Clerk, Harris County, Texas

GREENFIELD OAKS TOWNHOMES PHASE 1  
OWNER ASSOC. INC. RESOLUTION

THIS IS PAGE 1 OF 1 PAGES

REDUCTION 16x CAMERA DESIGNATION MRG1

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

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

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

MAR. 26, 1998



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

**CERTIFICATE OF SECRETARY**  
*of*  
**RESOLUTION OF BOARD OF DIRECTORS**  
*of*  
**GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.**  
*regarding*  
**TREES IN PATIOS**

STATE OF TEXAS

§  
§  
§

06/23/00 101396737 U581969

\$10.00

COUNTY OF HARRIS

I, Sally Holcomb, Secretary of Greenfield Oaks Townhomes Phase I Owners' 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 held on the 10 day of August, 2000 with at least a majority of the Directors being present thereat and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, on or about September 20, 1978, that certain instrument entitled "Condominium Declaration Greenfield Oaks Townhomes Phase I" was recorded in Volume 83, Page 125 *et seq.* of the Condominium Records of Harris County, Texas (the "Declaration") and all the terms used in this Resolution shall have the same meaning as the terms used in the Declaration; and

WHEREAS, Section 82.102(a)(6) of the Texas Uniform Condominium Act (the "Act") provides the Board of Directors of a condominium unit owners' association (unless otherwise provided in its declaration) has the power to "regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium"; and

WHEREAS, Section 82.102(a)(7) of the Act further provides the Board of Directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of the units and common elements to the extent the regulated actions affect common elements or other units"; and

WHEREAS, Article 9, Section 5 of the Declaration provides: "The Rules and Regulations with respect to the day-to-day maintenance... of the Common Elements and the Project may be amended from time to time by the Board..."; and

WHEREAS, Article 2, Section 2(d) of the Declaration provides in pertinent part that "...patios... as well as all other Limited Common Elements and the remainder of the Common Elements shall be maintained by the Association..."; and

WHEREAS, some Owners have allowed trees to grow in the patios, which trees could affect the patios and foundation of the Buildings, which patios and

foundations under Article 2, Section 2(d) of the Declaration are the responsibility of the Association to maintain; and

WHEREAS, the Board of Directors of the Association in accordance with their power to do so, wishes to adopt a rule regarding trees in the patios.

NOW, THEREFORE, BE IT RESOLVED that the following rule and regulation is hereby adopted regarding trees in the patios:

No Owner shall be allowed to plant, grow or maintain trees(s) in the patio, unless the Owner executes an agreement approved by the Board of Directors of the Association similar to the agreement attached to this Resolution as Exhibit "A" (the "Agreement"). The failure or refusal of an Owner to execute the Agreement regarding an existing tree in a patio (after notification by the Association of the need to execute the Agreement) shall be grounds for the Board of Directors to approve the removal of the tree. Removal of trees in patios shall be accomplished by virtue of easement granted to the Association in Article 2, Section 3(c) of the Declaration.

I certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY WHICH WITNESS MY HAND on this 10 day of August, 2000.

**GREENFIELD OAKS TOWNHOMES  
PHASE I OWNERS' ASSOCIATION, INC.**

By: Sally Holcomb  
Sally Holcomb Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

Before me, a notary public, on this day personally appeared Sally Holcomb, Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., 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 10 day of August, 2000.

FILE FOR RECORD  
8:00 AM

NOTARY PUBLIC - STATE OF TEXAS

**AUG 23 2000**

63908

*[Signature]*  
County Clerk, Harris County, Texas

Certificate of Secretary  
Page 2 of 2



**CERTIFICATE OF RESOLUTION  
OF  
GREENFIELD OAKS TOWNHOMES  
PHASE I OWNERS ASSOCIATION, INC.**

**Procedures Relative to Insurance Deductible  
And Claim Administration**

---

The undersigned, being the duly elected, qualified and acting Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors at a duly called meeting held on 10<sup>th</sup> day of August, 2000.

WHEREAS, the Board of Directors has authorized the procurement of insurance policies protecting the buildings and common elements of the Property; and

WHEREAS, the Board of Directors, having considered all relevant factors, and based on its business judgment, has agreed to a \$2,500 deductible, and a \$10,000 deductible if a loss is caused by a fill valve assembly ("ballcock") or toilet supply line which had not been replaced within three years prior to the date of the failure; and

WHEREAS the Board of Directors is of the opinion that it is necessary to adopt and enforce an equitable policy in regard to the liability for payment of the deductible and the administration of insurance claims,

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors on behalf of the members of the Association:

**A. COVERAGE CLARIFICATION AND EXCEPTIONS**

The Association's insurance policy will replace

- (a)(1) floor coverings not to exceed the equivalent of a twenty-eight (28) ounce FHA-approved carpet or medium grade FHA-approved sheet goods.
- (a)(2) built-in appliances and cabinets.
- (a)(3) finished surfaces as the unit was originally constructed.

**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 blockouts, additions and changes were present at the time the instrument was filed and recorded.

The Association's insurance policy will not replace

- (a)(4) window coverings;
- (a)(5) owner- or tenant-installed betterments or improvements.

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

**B. DEDUCTIBLE APPLICATION**

(b)(1) In the event the loss or damage covered by the Association's insurance policy is caused by the negligence of a condominium owner, the condominium owner's tenants, invitees or guests, such condominium owner shall be liable for the full amount of any deductible on the Association's insurance policy. The condominium owner or tenant must submit a claim with his or her individual insurance carrier for any loss resulting from such negligence.

(b)(2) In the event that:

- (i) The loss originates or is caused by the condominium owner, the condominium owner's tenants, invitees or guests, or from unknown causes within the condominium without any negligence being attributable; or
- (ii) The cause of the loss cannot be determined and is only related to the condominium owner's condominium or the limited common elements assigned to the condominium owner's condominium,

the condominium owner shall be liable for the full \$2,500 or \$10,000 deductible, respectively, on the Association's policy.

(b)(3) In the event more than one condominium is involved in any insured loss, and the cause of the damage cannot be attributable to any one condominium or resident, the deductible will be proportionately distributed among all condominiums owners who have experienced the loss.

(b)(4) In the event the cause of the insured loss is directly attributable to a failure or inoperation of a common element, the Association shall pay the deductible.

C. CLAIMS PROCEDURES

(c)(1) In the event a condominium owner or resident is insured for any loss to the condominium or to the property, the Association shall be entitled to require the condominium owner and/or resident to claim any loss under such owner/ resident's policy of insurance.

(c)(2) Owners must file all claims with the association's managing agent, not with the association's insurance agent. The managing agent will not refer the claim to the association's insurance agent until the owner provides proof that the claim exceeds the respective \$2,500 or \$10,000 deductible.

(c)(3) Only licensed and insured contractors shall be authorized to perform reconstruction or repair work necessitated by insurance claims. All work must be permitted as required by local ordinance.

(c)(4) The association shall disburse insurance claim proceeds directly to the licensed contractor(s) performing the repair or renovation work. Owners performing repairs must submit all required permits and licenses along with original receipts in order to receive reimbursement for work performed.

D. GENERAL CONDITIONS

(d)(1) Owners and tenants shall comply with all insurance risk management programs promulgated by the association, including timely replacement of ballcocks and flappers.

(d)(2) All owners and tenants shall obtain personal general liability, improvements and betterments and content insurance policies. Said coverage shall remain in effect for as long as the owner is a member of the association and as long as the tenant resides in the condominium.

TO CERTIFY WHICH WITNESS our hands on this 10 day of August, 2000..

Sally Holcomb, Secretary

STATE OF TEXAS

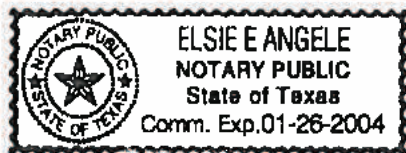
COUNTY OF HARRIS

COMMUNION

Before me, the undersigned authority, on this day personally appeared, Sally Holcomb, Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 10 day of August, 2000.

Elsie Angele  
Notary Public, State of Texas



Typed/Printed Name of Notary \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
MAP RECORDS OF COUNTY CLERK

FILM CODE 177110

GREENFIELD OAKS TOWNHOMES  
PHASE 1 OWNERS ASSOCIATION

THIS IS PAGE 1 OF 1 PAGES

REDUCTION 16x CAMERA DESIGNATION MRG1

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

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

AUG. 23. 2000



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

NOTICE OF DEDICATORY INSTRUMENTS

for

GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.

STATE OF TEXAS

§

06/22/07 P01547002 V130420

\$31.00

COUNTY OF HARRIS

§

The undersigned, being the President of GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC. a property owners' association as defined in Section 202.001 of the Texas Property Code ("the Association"), hereby certifies as follows:

- 1. Property: The Property to which the Notice applies is described as follows:

a certain tract of land containing 4.8625 acres out of the 7.9965 acre Greenfield Oaks Apartments plat recorded in Volume 256, Page 23 of the Map Records of Harris County, Texas.

- 2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Property, the amendment(s) to such document(s), and the recording information for such document(s) are as follows:

- a. Documents:

- (1) Condominium Declaration Greenfield Oaks Townhomes Phase I.
(2) First Amendment to Condominium Declaration Greenfield Oaks Townhomes Phase I.
(3) Ratification of Restrictions by Condominium Declaration Greenfield Oaks Townhomes Phase I.
(4) Second Amendment to Condominium Declaration Greenfield Oaks Townhomes Phase I.
(5) Third Amendment to Condominium Declaration Greenfield Oaks Townhomes Phase I.

- b. Recording Information:

- (1) Harris County Clerk's File Number F778006.
(2) Harris County Clerk's File Number F846550.
(3) Harris County Clerk's File Number F987572.
(4) Harris County Clerk's File Number M053093.
(5) Harris County Clerk's File Number R486956.

- 3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Harris County, Texas:

- a. Documents:

- (1) Secretary's Certificate of Resolutions of Board of Directors of Greenfield Oaks Townhomes Phase I Owner's Association, Inc. Amending Rules and Regulations of Greenfield Oaks Townhomes Phase I.

541-29-2127

RECEIVED JUL 22 10:30 AM 2007

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541-29-2128

b. Recording Information.

(1) Harris County Clerk's File Number R864054.

4. Dedictory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above and the Other Dedictory Instruments identified in Paragraph 3 above, the following documents are Dedictory Instruments governing the Association:

- a. Articles of Incorporation of Greenfield Oaks Townhomes Phase I Owners' Association, Inc.
- b. Certificate of Resolution of Greenfield Oaks Greenfield Oaks Townhomes Phase I Owners' Association, Inc. Procedures Relative to Insurance Deductible and Claim Administration.
- c. Certificate of Resolution of Greenfield Oaks Greenfield Oaks Townhomes Phase I Owners' Association, Inc. Procedures Relative to Collection of Routine and Special Assessments as well as Delinquent Payments.

True and correct copies of such Dedictory Instruments are attached to this Notice.

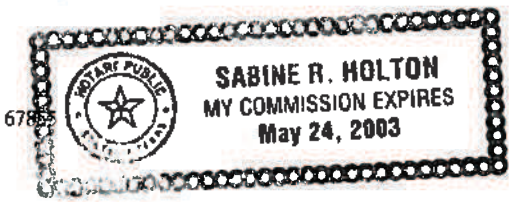
This Notice is being recorded in the Official Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedictory Instruments attached to this Notice are true and correct copies of the originals.

GREENFIELD OAKS TOWNHOMES  
PHASE I OWNERS' ASSOCIATION, INC. *102*

By: *Marvin Devell*, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned notary public, on this day personally appeared *Marvin Devell*, President of Greenfield Oaks Townhomes Phase I Owners' 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. SUBSCRIBED AND SWORN TO BEFORE ME on this the *14<sup>th</sup>* day of *June*, 2001, to certify which witness my hand and official seal.



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

**CERTIFICATE OF RESOLUTION  
OF**

**GREENFIELD OAKS TOWNHOMES PHASE I  
OWNERS ASSOCIATION, INC.**

**Procedures Relative to Insurance Deductible  
And Claim Administration**

---

The undersigned, being the duly elected, qualified and acting Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors at a duly called meeting held on August 8, 1996:

WHEREAS, the Board of Directors has authorized the procurement of insurance policies protecting the buildings and common elements of the Property; and

WHEREAS, the Board of Directors, having considered all relevant factors, and based on its business judgment, has agreed to a \$2,500 deductible, and a \$10,000 deductible if a loss is caused by a fill valve assembly ("ballcock") which had not been replaced within three years of the failure; and

WHEREAS the Board of Directors is of the opinion that it is necessary to adopt and enforce an equitable policy in regard to the liability for payment of the deductible and the administration of insurance claims,

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors on behalf of the members of the Association:

**A. COVERAGE EXCEPTIONS**

The Association's insurance policy will replace

- (a)(1) floor coverings not to exceed the equivalent of a twenty-eight (28) ounce FHA-approved carpet or medium grade FHA-approved sheet goods.

The Association's insurance policy will not replace

- (a)(2) window coverings;
- (a)(3) owner-installed betterments or improvements.

541-29-2132

**B. DEDUCTIBLE APPLICATION**

(b)(1) In the event the loss or damage covered by the Association's insurance policy is caused by the negligence of a condominium owner, the condominium owner's tenants, invitees or guests, such condominium owner shall be liable for the full amount of any deductible on the Association's insurance policy. The condominium owner or tenant must submit a claim with his or her individual insurance carrier for any loss resulting from such negligence.

(b)(2) In the event that:

(i) The loss originates or is caused by the condominium owner, the condominium owner's tenants, invitees or guests, or from unknown causes within the condominium without any negligence being attributable; or

(ii) The cause of the loss cannot be determined and is only related to the condominium owner's condominium or the limited common elements assigned to the condominium owner's condominium,

the condominium owner shall be liable for the full \$2,500 or \$10,000 deductible, respectively, on the Association's policy.

(b)(3) In the event more than one condominium is involved in any insured loss, and the cause of the damage cannot be attributable to any one condominium or resident, the deductible will be proportionately distributed among all condominiums owners who have experienced the loss.

**C. CLAIMS PROCEDURES**

(c)(1) In the event a condominium owner or resident is insured for any loss to the condominium or to the property, the Association shall be entitled to require the condominium owner and/or resident to claim any loss under such owner/resident's policy of insurance.

(c)(2) Owners must file all claims with the association's managing agent, not with the association's insurance agent. The managing agent will not refer the claim to the association's insurance agent until the owner provides proof that the claim exceeds the respective \$2,500 or \$10,000 deductible.

(c)(3) Only licensed and insured contractors shall be authorized to perform reconstruction or repair work necessitated by insurance claims. All work must be permitted as required by local ordinance.


(c)(4) The association shall disburse insurance claim proceeds directly to the licensed contractor(s) performing the repair or renovation work. Owners performing repairs must submit all required permits and licenses along with original receipts in order to receive reimbursement for work performed.

D. GENERAL CONDITIONS

(d)(1) Owners and tenants shall comply with all insurance risk management programs promulgated by the association, including timely replacement of ballcocks and flappers.

(d)(2) All owners and tenants shall obtain personal general liability, improvements and betterments and content insurance policies. Said coverage shall remain in effect for as long as the owner is a member of the association and as long as the tenant resides in the condominium.

TO CERTIFY WHICH WITNESS our hands on this 8th day of August 1996.

  
\_\_\_\_\_  
Marvin J. Deuell, Secretary

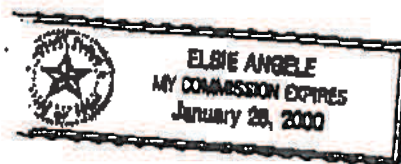
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared, Marvin J. Deuell, Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 8th day of August 1996.

  
\_\_\_\_\_  
Notary Public, State of Texas

Typed/Printed Name of Notary \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



541-29-2134



DEC 22 2000

FILE \_\_\_\_\_ ROUTE \_\_\_\_\_

**CERTIFICATE OF RESOLUTION  
OF  
GREENFIELD OAKS TOWNHOMES PHASE I  
OWNERS ASSOCIATION, INC.**

**Procedures Relative to Collection of Routine and Special Assessments  
As Well as Delinquent Payments**

The undersigned, being the duly elected, qualified and acting Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors at a duly called meeting held on 14 day of December 2000.

WHEREAS, there is a need to formally confirm the orderly procedures for the billing and collection of maintenance fees, special assessments and special charges which have been in effect since February 1981;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of the members of the Association, duly adopts the following assessment procedures:

**I. ROUTINE COLLECTIONS**

A. All monthly installments of annual assessments shall be due and payable in advance on the first day of the month ("Due Date"); all special assessments shall be due and payable on the first day of the next month following delivery to the owner of notice of such special assessment, or such other dates as elected by the owner and approved by the Board of Directors if an extended payment period is provided as an alternative (also the "Due Date").

B. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

C. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the Due Date.

**II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS**

A. If payment of the total assessment due and owing, including all charges and late fees, is not received by the managing agent on the Due Date, the account shall be delinquent.

B. If an owner defaults in paying the sum assessed against his/her unit ten (10) days after the Due Date, or defaults in remitting full payment on the balance due, the owner shall be charged interest at the rate of ten percent (10%) per annum.

C. A "Late Notice" shall be sent by the managing agent every month to owners who owe assessments or other charges.

541-29-2135

D. An Association Demand Letter (the "Association Demand Letter"), shall be sent by the managing agent in the second month of delinquency to owners who have not paid all assessments in full, requiring payment in full within ten days of the date of the notice.

E. If any owner shall fail to pay the full amount due within the ten days specified in the Association Demand Letter pursuant to Section II(D) above, the matter shall be forwarded to legal counsel or a designated collection agent in the third month of delinquency. A letter from legal counsel, or a designated collection agent, shall be mailed to the owner by first class mail and certified mail, return receipt requested, with all related attorney and collection costs added to the owner's account. In addition to filing for non-judicial foreclosure in the third month of delinquency (to allow for foreclosure in the fifth month of delinquency if any owner shall fail to pay in full), the Association's legal counsel may file civil action suit(s) to recover the amounts owed the Association, and legal counsel is authorized to take such other actions as may be reasonably necessary to collect any monies due for delinquent assessments.

F. Pursuant to the authority provided by Section 82.113 of the Texas Property Code (Texas Uniform Condominium Act), the Association adopts and shall pursue a policy of collection of delinquent accounts by non-judicial foreclosure. Further in accordance with Section 82.113 of the Texas Property Code (Texas Uniform Condominium Act), the Association may appoint its attorney as its agent to conduct foreclosure sales under the Association's statutory power of sale and instructs its attorney to collect delinquent assessments pursuant to this Resolution by non-judicial foreclosure under authority of Section 82.113 of the Texas Property Code (Texas Uniform Condominium Act). Foreclosure shall be conducted in accordance with the provisions of Article 51.002 Texas Property Code or any revision or amendment therefor.

G. Effective January 1, 1996 owners whose monthly assessments have not been received by the managing agent for the Association by the due date of each month or who have not paid their delinquent balance in full by the due date of each month will, on the first day of business after the due date of each month, be charged \$5.00 for every computer-generated statement of account, sent monthly by the managing agent to owners delinquent more than \$50.00, \$10.00 for every demand letter mailed the managing agent and \$15.00 for the managing agent's referring a delinquent owner to the attorney and for follow-up correspondence. Effective January 1, 2001, the fee for the managing agent's referring a delinquent owner to the attorney and for follow-up correspondence increases to \$20.00. These collection fees are due the Managing Agent, not the Association.

H. Pursuant to the authority granted to the Association in the Declaration, if an owner's default in paying an installment of any assessment levied against his/her Unit continues beyond the Due Date, the Board of Directors, at its option, may accelerate the remainder of the assessment installments and declare them due and payable in full.

I. All costs incurred by the Association as a result of any violation of the Declaration, Bylaws, Rules and Regulations or Resolution of the Board of Directors of the Association, by an owner, his/her family, employees, agents or licensees, shall be specially assessed against such owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an owner's failure to pay assessments when due or from other default referred to in this Resolution.

J. The Board of Directors may grant waiver of any provision herein upon petition in writing by an owner demonstrating a personal hardship and, in such case, also establishing a written, Board-approved extended payment plan to bring the owner's account current. Such relief granted an owner shall be appropriately documented in the files with the name of the

person or persons representing the Board of Directors granting the relief and the conditions of the relief. In addition, the Board of Directors is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board of Directors shall determine appropriate under the circumstances.

K. The Board of Directors hereby authorizes the managing agent to waive the imposition of late fees on payments or collection fees received by the managing agent, if, in the judgement of the managing agent, the delinquent owner has owned the unit for less than three (3) months at the time of the delinquency and/or the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any owner.

L. Payments received from an owner will be credited in the following categorical order of priority. In each category, payments will be first applied to the oldest amount due.

1. Charges for legal fees, court costs and other costs of collection, including Prime Site's collection fee; all other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the Declaration, Bylaws, Rules and Regulations, or Resolutions.
2. All accrued interest and late charges, as applicable.
3. Special assessments;
4. The monthly assessment for a unit.

### III. PARTIAL PAYMENTS

In the event that an owner attempts to make a payment of less than all monies due and owing the Association (the "Partial Payment") to the managing agent after the collection letter has been sent by legal counsel or the designated collection agent pursuant to Section II(E) above, the Partial Payment will be forwarded to legal counsel or the designated collection agent and held by legal counsel or the designated collection agent, or for determination whether to cash the check and apply the funds as a partial payment or to return the check to the owner. If the action taken is to apply the funds as partial payment, legal counsel or the designated collection agent will send a letter by first class mail to the affected owner advising the owner that the funds have been applied as a partial payment until the owner becomes current, the owner would still be considered to be delinquent as to all monies due the Association; and that the actions taken were not deemed to be a waiver of the Board of Directors' right to take action against the owner either to collect a balance due or to foreclose on the unit.

### IV. RETURNED CHECKS

A. A unit owner will be charged a \$15.00 fee for any check returned unpaid by the bank. A notice of the returned check and the \$15.00 fee will be sent to the unit owner by the managing agent. If the returned check results in the payment of the monthly installment after the 30th day of the month, interest in the amount of ten percent (10%) per annum will also be assessed to the unit owner's account.

B. If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Board of Directors may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

541-29-2138

TO CERTIFY WHICH, witness my hand this the 14<sup>th</sup> day of December 2000.

Sally Holcomb  
Sally Holcomb, Secretary

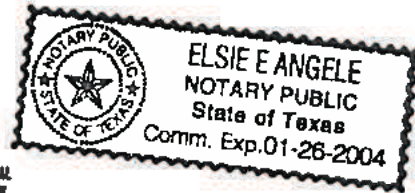
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Sally Holcomb, Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL of office on this 14 day of December 2000.

Elsie Angele  
Notary Public, State of Texas

Typed/Printed Name of Notary  
My Commission Expires: \_\_\_\_\_



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

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on:

JUN 22 2001



Bonaly B. Hayden  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**BUTLER & HAILEY, P.C.**  
1616 S. VOSS RD., SUITE 500  
HOUSTON, TEXAS 77057

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.

**SECRETARY'S CERTIFICATE  
GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC.  
A Texas Non-Profit Corporation**

**Resolution Regarding Application of Funds**

The undersigned, being the duly elected, qualified and acting Secretary of GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC. (the "Association"). A Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on 3/29/07.

WHEREAS, the Association is responsible for governance and maintenance of GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC. as described in the "Condominium Declaration for Greenfield Oaks Townhomes Phase I", filed under County Clerk's File Number F778006, Volume 83, Page 125, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and it's governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and it's governing documents; and

WHEREAS, there is a need for a policy with regard to application of funds for GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC.,

AND WHEREAS, the Board of Directors of GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC. sets the policy as follows:

Any and all payments that are received on behalf of the Association, either by the office of management or by the lockbox of the Association's banking institution be applied as follows;

*Resolution Regarding Application of Funds  
for  
GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC.*

Page 1 of 2

FILED

4/10/2008

8:00 AM

*Beverly R. Longman*  
COUNTY CLERK  
HARRIS COUNTY

Funds will first pay late fees, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account.

Ronald R Knight  
Secretary for  
Greenfield Oaks Townhomes  
Phase I Owners Association, Inc.  
a Texas Non-Profit Corporation  
8/29/07  
Date

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29 day of August, 2007, by Ronald R. Knight Secretary of GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC., a Texas non-profit Corporation, on behalf of said corporation.

Theresa A. Kellum  
Notary Public in and for the State of Texas

Record and Return to: ~~X~~

GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



Resolution Regarding Application of Funds  
for  
GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC.

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
DOMINION RECORDS OF COUNTY CLERK

FILM CODE 202224

GREENFIELD DAKS TOWNHOMES  
PHASE 1 OWNERS ASSOCIATION,  
INC. RESOLUTION REGARDING  
APPLICATION OF FUNDS

THIS IS PAGE 1 OF 1 PAGES  
SCANNER NM-450w

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

RECORDED BY THE COUNTY CLERK OF HARRIS COUNTY, TEXAS  
ON APRIL 10, 2008  
APR 11 10 2008  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or phobic copy, discolored paper, etc. All blockouts, alterations and changes were present at the time the instrument was filed and recorded.

**CERTIFICATE OF SECRETARY**  
*of*  
**GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.**  
*regarding*  
**RESOLUTION OF BOARD OF DIRECTORS**  
*adopting*  
**FINING POLICY**  
*for*  
**GREENFIELD OAKS TOWNHOMES PHASE I**

FIL  
6/4/2010  
*Becky B.*  
COUNTY  
HARRIS

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, Becky Barclay, Secretary of Greenfield Oaks Townhomes Phase I Owners' 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 held on the 13<sup>th</sup> day of May, 2010 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 September 21, 1978, that certain instrument entitled "Condominium Declaration Greenfield Oaks Townhomes Phase I" was duly recorded in Volume 83, Page 125 *et seq.* of the Condominium Records of Harris County, Texas thereby creating Greenfield Oaks Townhomes Phase I "Declaration");

WHEREAS, the Declaration was subsequently amended by those certain instruments recorded in the Condominium Records of Harris County, Texas in Volume 89, Page 118, Volume 157, Page 16 and Film Code No. 168087 (the Condominium Declaration as amended hereinafter referred to as the "Declaration");

WHEREAS, Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "TUCA") provides the board of directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power to "adopt and amend rules relating to the use, occupancy, leasing, or sale, maintenance, repair, modification, and appearances of the units and common elements to the extent the regulated actions affect common elements or other units";

WHEREAS, Section 82.102(a)(12) of the TUCA further provides that the board of directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power (if notice and an opportunity to be heard are given) to impose fines for violations of the declaration, bylaws, and rules of the association;

WHEREAS, Article 9, Section 5 of the Declaration provides:

The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board.



The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an Apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

WHEREAS, the Board of Directors of the Association is of the opinion that establishing a fining policy may assist in the enforcement of the Declaration, By-Laws and Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Fining Policy set forth in Exhibit "A" is hereby adopted by the Board of Directors of the Association.

I certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolutions were approved as set forth above and now appear in the books and records of the Association.

TO CERTIFY WHICH WITNESS MY HAND on this 19 day of May 2010.

**GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.**

By: Becky Barclay  
Becky Barclay, Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

Before me, a notary public, on this day personally appeared Becky Barclay, Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., 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 19 day of May 2010.

Kelly Futral  
NOTARY PUBLIC, STATE OF TEXAS

165805



**FINING POLICY**  
*for*  
**GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.**

---

45 PM

K  
Y

1. All Owners are responsible for assuring that their tenants, occupants, guests and invitees comply with the provisions of the Declaration, By-Laws and Rules and Regulations of the Association. In the event an Owner, tenant, occupant, guest or invitee of an Owner's Unit violates any of the provisions of the Declaration, By-Laws and/or Rules and Regulations, the Association, through its Board of Directors, shall have the authority to impose a fine upon the Owner of the Unit for each violation. The rate of the fines is set forth in No. 6 of this Fining Policy.
2. Upon determining that a violation of the Declaration, By-Laws and/or Rules and Regulations of the Association has occurred, the Board of Directors shall mail or deliver a written notice to the Owner and, if applicable, the tenant or occupant of the Unit:
  - (i) describing the violation and stating the amount of the proposed fine;
  - (ii) stating that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board of Directors to contest the fine; and
  - (iii) allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine (if the violation is of a curable nature); provided, however, that if the Owner was given notice and a reasonable opportunity to cure a similar violation (if the violation is of a curable nature) within the preceding twelve (12) month period, the fine may be levied immediately without giving the Owner a reasonable time in which to cure the violation. Certain violations by their very nature are not curable.
3. The Association must give notice of the levied fine to the Owner not later than the thirtieth (30th) day after the date a fine has been levied against the Owner. All fines will be due and payable immediately as of the date of the notice stating that a fine has been levied, regardless of whether a hearing is requested. If a fine is levied for a violation that can be cured by the Owner and the Owner does not cure the violation within the prescribed time period, the fine will be due and payable immediately on the date that the period for curing the violation ends, regardless of whether a hearing is requested. In the event 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.
4. Any fine 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 Section 82.113 of the Texas Uniform Condominium Act.

5. In addition to the authority to impose fines for violations of the provisions of the Declaration, By-Laws and/or Rules and Regulations, the Association shall have all the rights and remedies provided for in the Declaration, By-Laws and/or Rules and Regulations or which may be available at law or in equity, including the right to file suit against any Owner and/or tenant of an Owner who has violated any term of the Declaration, By-Laws or Rules and Regulations.

6. Schedule of Fines:

a. Fines for violations of the Declaration, By-Laws and other Rules and Regulations of the Association:

- First fine \$25.00
- Second and subsequent fines for same violations within the preceding twelve (12) months \$50.00

165810

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

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

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



JUN 04 2010

*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK

208246  
FILM CODE \_\_\_\_\_

GREENFIELD OAKS TOWNHOMES PHASE I,  
RESOLUTION ADOPTING FINING POLICY

THIS IS PAGE 1 OF 1 PAGES

SCANNER KM-4850w

Return to:  
Butler & Hailey, P.C.  
8901 Gaylord, Suite 100  
Houston, Texas 77024

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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Notia  
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**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.  
(DISPLAYED FLAGS AND FLAGPOLES)**

The undersigned Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on March 8, 2012, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration (for) Greenfield Oaks Townhomes Phase I" filed in Volume 83, Page 125 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Greenfield Oaks (the "Property") and the restrictive covenants set forth therein; and

ll

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing displayed flags and flagpoles consistent with the provisions of Section 202.011 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of units at the Property as to the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO  
DISPLAYED FLAGS AND FLAGPOLES**

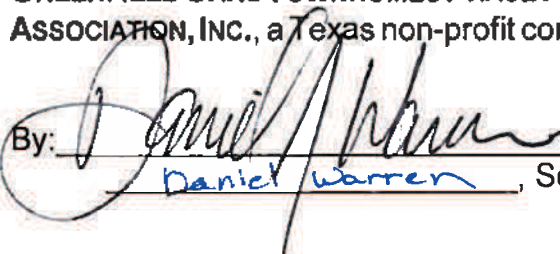
In accordance with the provisions of the Texas Property Code, each owner and/or resident may display flags and install flagpoles subject to the following guidelines.

- A. Flags may not be displayed and flagpoles shall not be installed on property that is:
  - 1. owned by the Association (i.e., common areas); or
  - 2. owned in common by the members of the Association (i.e., common elements).
  
- B. Each owner may install or erect not more than one (1) flagpole on their limited common element patio or balcony area that is not more than twenty (20) feet in height. Flagpoles must be located in the limited common element patio area or balcony area appurtenant to the unit, and may not extend into the common element airspace above and around said patio area. Flagpoles shall be freestanding.

- C. Displayed flags shall not be more than three (3) feet by five (5) feet in size.
- D. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
- E. Owners and residents shall take all necessary steps and precautions to abate any nuisance caused by the illumination of displayed flags. All lights used to illuminate displayed flags shall be of a size, location and intensity that do not constitute a nuisance or disturbance to other residents at the Property. Such lights shall be located so same do not shine directly into the windows and doors of other units or into the sight line of passing vehicular traffic.
- F. The flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forced may be displayed.
- G. The flag of the United States of America must be displayed in accordance with 2. U.S.C. Section 5-10.
- H. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- I. A flagpole shall be constructed of permanent, long-lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling.
- J. The display of a flag or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setback requirements filed of record.
- K. A displayed flag shall be maintained in good condition. Any deteriorated flag shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- L. The flagpole on which a displayed flag is flown shall be maintained in good condition. Any deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- M. All installations shall be completed so that they do not materially damage the Common Elements, any other owner's individually owned property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.

- N. If displayed flags or flagpoles are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of displayed flags and flagpoles. Displayed flags and flagpoles must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
- O. If maintenance requires the temporary removal of displayed flags and flagpoles, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating displayed flags and flagpoles before maintenance begins and replacing displayed flags and flagpoles afterward. If displayed flags and flagpoles are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the displayed flags and flagpoles.
- P. If these policies are violated or if displayed flags and flagpoles installation poses a serious, immediate safety hazard, the Association, after at least ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.
- Q. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By:  Daniel Warren, Secretary

*1cc*

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 8th day of March 2012, by Daniel Warren, Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Kelly Futral*

Notary Public - State of Texas

RECORDED AND RETURN TO:  
Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P.  
Attn: K. Slaughter  
9225 Katy Freeway, Suite 250  
Houston, Texas 77024



FILED FOR RECORD  
8:00 AM

MAR 23 2012

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this document was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

MAR 23 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

6  
Notice  
G

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.  
(RAINWATER HARVESTING SYSTEMS)**

The undersigned Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on March 8, 2012, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration (for) Greenfield Oaks Townhomes Phase I" filed in Volume 83, Page 125 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Greenfield Oaks (the "Property") and the restrictive covenants set forth therein; and *ll*

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing rainwater harvesting systems consistent with the provisions of Section 202.007 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of units at the Property as to the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO  
RAINWATER HARVESTING SYSTEMS**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may install rain barrels or a rainwater harvesting system subject to the following guidelines.

- A. Rain barrels and rainwater harvesting systems shall not be installed on property that is:
  - 1. owned by the Association (i.e., common areas);
  - 2. owned in common by the members of the Association (i.e., common elements); or
  - 3. located between the front of the owner's home and an adjoining or adjacent street.
- B. Rain barrels and rainwater harvesting systems must be of a color consistent with the color scheme of the owner's unit.
- C. Rain barrels and rainwater harvesting systems shall not display any language or content that is not typically displayed on said rain barrel



or rainwater harvesting system as it is manufactured.

- D. Rain barrels larger than 55 gallons are prohibited.
- E. Rain barrels and rainwater harvesting systems shall be located in a place shielded from view of other units, from streets or from outside the Property to the maximum extent possible. Rain barrels and rainwater harvesting systems shall be located in the limited common element patio area or balcony area appurtenant to the owner's unit.
- F. All installations shall be completed so that they do not materially damage the Common Elements, any other owner's individually owned property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.
- G. Owners shall not permit their rain barrels and rainwater harvesting systems to fall into disrepair or to become a safety hazard. Owners shall be responsible for rain barrel and rainwater harvesting system maintenance repair and replacement and the correction of any safety hazard.
- H. Rain barrels and rainwater harvesting systems must have lids or covers to prevent and/or minimize mosquito infestations.
- I. Rain barrels and rainwater harvesting systems shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.
- J. Rain barrels and rainwater harvesting systems shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Property. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Property.
- K. Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's unit.
- L. Rain barrels and rainwater harvesting systems shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with the operation and use of the rain barrel or rainwater harvesting system.

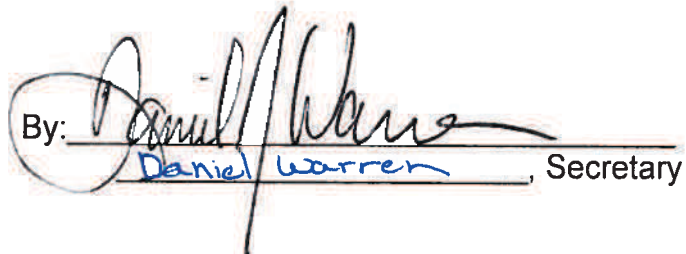
- M. If rain barrels and rainwater harvesting systems are visible from the street or other units, camouflaging said rain barrels and rainwater harvesting systems through inexpensive screening or plants is required, provided that such screening does not interfere with operation and use; provided however, that said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.
- N. If rain barrels and rainwater harvesting systems are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of the rain barrels and rainwater harvesting systems. Rain barrels and rainwater harvesting systems must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
- O. If maintenance requires the temporary removal of rain barrels and rainwater harvesting systems, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating rain barrels and rainwater harvesting systems before maintenance begins and replacing rain barrels and rainwater harvesting systems afterward. If rain barrels and rainwater harvesting systems are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the rain barrels and rainwater harvesting systems.
- P. Any Owner desiring to install a rain barrel and rainwater harvesting system must complete and submit a notification form (in the form attached hereto and marked as Exhibit "A") to the Board of Directors of the Association in care of the Association's Managing Agent or such other place as the Board of Directors may direct by notice to all Owners. The notification form shall be submitted prior to the actual installation of the rain barrel and rainwater harvesting system. The notification form shall be used to ensure compliance with all safety objectives of these policies.
- Q. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after such notification has been delivered.
- R. If the installation is other than routine (i.e. it fails to comply with one or more of the above policies) for any reasons, installation may not proceed until the Owner has met with the Board of Directors to discuss installation methods. Such meeting shall be scheduled at a

mutually convenient time and place, but in no event shall such meeting be held later than the tenth (10<sup>th</sup>) business day following receipt of the completed notification form by the Board of Directors unless the Owner consents in writing to a later time for such meeting.

- S. This notification procedure shall apply only to the installation of rain barrels and rainwater harvesting systems. All other alterations and improvements requiring the advance written approval of the Association's Board of Directors shall still require approval in accordance with the terms of the Declaration.
- T. If these policies are violated or if rain barrel and rainwater harvesting system installation poses a serious, immediate safety hazard, the Association, after at least ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.
- U. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

**GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.**, a Texas non-profit corporation

*12c*

By:   
Daniel Warren, Secretary

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 31<sup>st</sup> day of March 2012, by Daniel Warren, Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Kelly Futral*

Notary Public - State of Texas



RECORDED AND RETURN TO:  
Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P.  
Attn: K. Slaughter  
9225 Katy Freeway, Suite 250  
Houston, Texas 77024

FILED FOR RECORD  
8:00 AM

MAR 29 2012

*St. Strait*  
County Clerk, Harris County, Texas

**EXHIBIT "A"**  
**AGREEMENT**

Owner/Resident: \_\_\_\_\_

Unit No./Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned owner/resident acknowledge receipt of the "Policy as to Rainwater Harvesting Systems" (the "Policies") established by Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of rain barrels and rainwater harvesting systems at Greenfield Oaks. With regard to such Policies, I agree as follows:

1. That I will comply with and abide by such Policies.
2. That I understand and agree that I have or will install and operate the rain barrel and rainwater harvesting system at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation and removal of my rain barrel and rainwater harvesting system, and that I will be responsible for and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of Greenfield Oaks, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation and removal of the rain barrel and rainwater harvesting system.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my rain barrel and rainwater harvesting system causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my rain barrel and rainwater harvesting system at the Property and provide proof of such liability insurance to the Association.

**OWNER/RESIDENT**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number 00000000 on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

**MAR 23 2012**



*Stuart Stewart*  
COUNTY CLERK

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.  
(RELIGIOUS DISPLAYS)**

The undersigned Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on March 8, 2012, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration (for) Greenfield Oaks Townhomes Phase I" filed in Volume 83, Page 125 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Greenfield Oaks (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing religious displays consistent with the provisions of Section 202.018 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of units at the Property as to the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO  
RELIGIOUS DISPLAYS**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious beliefs.

The display or affixing of religious items is prohibited if same:

1. threatens the public health or safety;
2. violates a law;
3. contains language, graphics, or any display that is patently offensive to a passerby;
4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than twenty-five (25) square inches.

An owner or resident is not authorized to use material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Association's restrictive covenants or in accordance with the requirements of the Association's dedicatory instruments.

GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC., a Texas non-profit corporation *10a*

By: *Daniel Warren*  
*Daniel Warren*, Secretary

STATE OF TEXAS       §  
                                      §  
                                      §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this *8th* day of *March* 2012, by *Daniel Warren*, Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



*Kelly Futral*  
Notary Public - State of Texas

RECORDED AND RETURN TO:  
Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P. ✓  
Attn: K. Slaughter  
9225 Katy Freeway, Suite 250  
Houston, Texas 77024

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number            on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

FILED FOR RECORD  
8:00 AM

MAR 23 2012

*Stan Stewart*  
County Clerk, Harris County, Texas

MAR 23 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**CERTIFICATE OF CORPORATE RESOLUTION  
OF BOARD OF DIRECTORS OF  
GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.  
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

The undersigned Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on March 8, 2012, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

**WHEREAS**, pursuant to that certain "Condominium Declaration (for) Greenfield Oaks Townhomes Phase I" filed in Volume 83, Page 125 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Greenfield Oaks (the "Property") and the restrictive covenants set forth therein; and *lee*

**WHEREAS**, pursuant to the Declaration and Section 82.102(6) of the TEXAS PROPERTY CODE, the Association acting through its Board of Directors, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Property;

**WHEREAS**, the Board of Directors wishes to adopt reasonable restrictions governing the installation, maintenance and use of solar energy devices consistent with the provisions of Section 202.010 of the TEXAS PROPERTY CODE.

**NOW THEREFORE**, be it resolved that the Board of Directors, on behalf of the members of the Association, duly adopt the following guidelines (the "Guidelines") regarding solar energy devices for the Property, which shall be binding upon all owners and their grantees, lessees, tenants, occupants successors, heirs and assigns who currently or in the future may possess an interest in the Property, and which shall supersede any previously adopted rules on the same subject matter.

**SECTION I - DEFINITIONS**

1. **SOLAR ENERGY DEVICE.** The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power as set forth in Section 171.107 of the TEXAS TAX CODE.
2. **DECLARATION.** "Condominium Declaration (for) Greenfield Oaks Townhomes Phase I" filed in Volume 83, Page 125 of the Condominium Records of Harris County, Texas, and any and all amendments thereto.



3. **PROPERTY.** Condominium regime commonly known as Greenfield Oaks located in Houston, Harris County, Texas.
4. **OWNER.** A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which is the record owner of fee simple title to one or more of the units at Greenfield Oaks. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a unit with the permission and consent of the Owner thereof.

## **SECTION II - INSTALLATION RULES**

1. Owners may install solar energy devices according to the following Guidelines provided that these Guidelines do not unreasonably delay the installation, maintenance or use of such solar energy devices, and do not unreasonably increase the cost of installation, maintenance or use of such solar energy devices.
2. The following provisions shall be applicable to a solar energy device:
  - (a) *Location.* Solar energy devices must be installed wholly within a condominium unit or within the limited common element patio and/or balcony appurtenant to such condominium unit, as these areas are designated, delineated and defined in the Declaration. Solar energy devices may be installed on the garage flat roofs. Installation of a solar energy device on a limited common element does not convert the limited common element into individually owned property. Solar energy devices shall not be installed on common elements, including, but not limited to, unit roofs and building exteriors.
  - (b) *Installation.*
    - (1) Any resident or Owner desiring to install a solar energy device must comply with the minimum conditions provided in these Guidelines and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the solar energy device to be installed, the installer, the proposed location of such installation and the method and manner of installation.
    - (2) No solar energy device may be installed on any of the other Common Elements (except for those common elements specifically designated as limited common element appurtenant to a respective unit and for the exclusive use of such respective unit, such as a patio or balcony and the garage flat roofs). Solar energy devices shall be freestanding, and shall not be attached the exterior of the building.
    - (3) No permitted solar energy devices may protrude or extend beyond the vertical or horizontal space forming the perimeter of the limited

common element patio or balcony for the exclusive use of a respective unit. A solar energy device shall not protrude into the common element airspace.

- (4) All installation shall be completed so that same does not damage any common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building.
- (5) The Association shall have the right to require reasonable screening of a solar energy device, including but not limited to all cables and wires, so long as the screening does not impair operation.
- (6) The installation of a solar energy device must be done by a qualified person or company. Any installer other than the unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
- (7) No liens in connection with the installation or maintenance of any solar energy device shall be filed against the common elements of the Property.
- (8) Installation of a solar energy device shall only occur between the hours of 8:00 a.m. and 5:00 p.m, Monday through Saturday.

(c) *Damages, Safety.*

- (1) Solar energy device 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.
- (2) Solar energy devices 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 property.
- (3) Prior to the installation of any solar energy device, the Owner must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner shall expressly agree to:
  - (i) be responsible for all damages or loss caused by the installation or use of the solar energy device;
  - (ii) indemnify and hold harmless the Association for all such damage or loss; and
  - (iii) provide the Association with a certificate of insurance showing

that the Owner has the appropriate amount of liability insurance to cover any such damage or loss.

(d) *Maintenance.*

- (1) Owners who install or maintain solar energy devices are responsible for all associated costs, including but not limited to costs to:
  - (i) place (or replace), repair, maintain and move or remove the solar energy devices;
  - (ii) repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the solar energy devices;
  - (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the solar energy devices;
  - (iv) reimburse other Owners, residents or the Association for damages caused by the installation, maintenance or use of the solar energy devices; and
  - (v) restore the solar energy device site(s) to their original condition.
- (2) If a solar energy device is installed on limited common elements or the garage flat roofs which are maintained by the Association and same requires normal maintenance, the Owner(s) are responsible for the cost of the temporary removal of the solar energy devices and reinstallation. If maintenance requires the temporary removal of solar energy devices, the Association shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating solar energy devices associated with their units before maintenance begins and replacing solar energy devices afterwards, if an Owner so desires. If the solar energy device is not removed by the Owner in the required time, then the Association may remove the solar energy devices at the Owner's expense. The Association is not liable for any damage to solar energy devices caused by Association removal.

(e) *General.*

- (1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any solar energy devices.

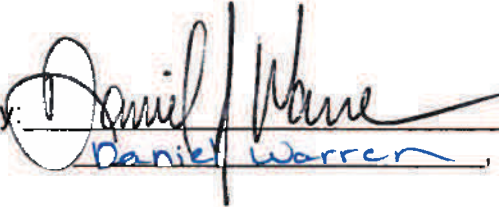
(2) No solar energy devices shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

4. Should these Guidelines be violated, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any; may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
5. Solar energy devices located in a fenced yard or patio must not be taller than the fence line.
6. Solar energy devices that have been adjudicated by a court to be a threat to public health or safety are prohibited. Solar energy devices that have been adjudicated by a court to violate a law are prohibited.
7. If any provision of these Guidelines is determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

*10e*

By:



Daniel Warren

, Secretary

THE STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2012, by Daniel Warren, Secretary of Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for the State of Texas



RECORDED AND RETURN TO:  
Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P.  
Attn: K. Slaughter  
9225 Katy Freeway, Suite 250  
Houston, Texas 77024

FILED FOR RECORD  
8:00 AM

MAR 23 2012

St. Stant  
County Clerk, Harris County, Texas

**EXHIBIT "A"**  
**GREENFIELD OAKS TOWNHOMES PHASE I OWNERS' ASSOCIATION, INC.**  
**SOLAR ENERGY DEVICE AGREEMENT**

Owner: \_\_\_\_\_

Unit No./Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned owner, acknowledge receipt of the "Guidelines for Installing Solar Energy Devices" established by Greenfield Oaks Townhomes Phase I Owners' Association, Inc., a Texas non-profit corporation (the "Association") for the installation of solar energy devices at Greenfield Oaks, in Houston, Harris County, Texas. With regard to such Guidelines, I agree as follows:

1. That I will comply with and abide by such Guidelines.
2. That I understand and agree that I have or will install and operate the solar energy device at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation, and removal of my solar energy device, and that I will be responsible for, and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of Greenfield Oaks, personnel of the Association, common property, other owners' property or other residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) of and from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys fees, any causes of action (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the solar energy device.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation, and removal of my solar energy device causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my solar energy device at the property and provide proof to the Association of such liability insurance.

Owner:

\_\_\_\_\_

Witness:

\_\_\_\_\_

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number            on the            day of            and at the time stamped herein by me, and was duly RECEIVED, in the Official Public Records of Real Property of Harris County, Texas.

**MAR 23 2012**



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**SECRETARY'S CERTIFICATE**  
**Greenfield Oaks Townhomes Phase I Owners Association, Inc.**  
**A Texas Non-Profit Corporation**

**Resolution Regarding Payment Agreements**

The undersigned, being the duly elected, qualified and acting Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on January 14, 2014.

WHEREAS, the Association is responsible for governance and maintenance of GREENFIELD OAKS TOWNHOMES PHASE I OWNERS ASSOCIATION, INC. as described in the "Condominium Declaration for Greenfield Oaks Townhomes Phase I", filed under County Clerk's File Number F778006, Volume 83, Page 125, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration");

new

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents; and

WHEREAS, there is a need for a policy with regard to payment agreements administered by Management on behalf of Greenfield Oaks Townhomes Phase I Owners Association, Inc.,

AND WHEREAS, the Board of Directors of Greenfield Oaks Townhomes Phase I Owners Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Greenfield Oaks Townhomes Phase I Owners Association, Inc. sets the policy as follows:

- An owner who is delinquent in the payment of assessments or any other charges on their account may enter into a payment agreement with the Association to pay the debt without incurring additional penalties. However, the owner will be subject to payment of reasonable costs associated with administering the payment agreement.
- The minimum term of the payment agreement will be three (3) months, the maximum term of the payment agreement will be twelve (12) months.

RP 090-45-0247

RP 090-45-024B

- The fee to administer the payment agreement will be a flat fee of \$25.00 per month, such cost will be added to the total amount due and paid in accordance with the payment agreement. The payment agreement fees collected from the owner will be reimbursed by the Association to the Management Company for the time associated with administering the agreement.
- In addition to the installment payments and administrative costs under the agreement, the owner will also be required to pay the regular accruing monthly assessment prior to delinquency.
- Failure to pay any of the installments agreed to by their due date or failure to pay the regular monthly assessment prior to delinquency may result in the payment plan being revoked and withdrawn and the Association will be entitled to proceed with further collection and legal action.
- If an owner fails to honor the terms of a payment agreement within a two year period, the owner may not be eligible for another payment agreement.

*[Signature]*  
 , Secretary for  
 Greenfield Oaks Townhomes Phase I  
 Owners Association, Inc.  
 a Texas Non-Profit Corporation

1/4/14  
 Date

*1a*

THE STATE OF TEXAS §  
 §  
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 14<sup>th</sup> day of January, 2014, by Daniel Warner, Secretary of Greenfield Oaks Townhomes Phase I Owners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

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

Record and Return to: Greenfield Oaks Townhomes Phase I Owners Association, Inc.  
 c/o Creative Management Company  
 8323 Southwest Freeway, Suite #330  
 Houston, TX 77074





RP 090-45-0249

**FILED FOR RECORD  
8:00 AM**

**FEB - 6 2014**

*Stu Stewart*  
**County Clerk, Harris County, Texas**

**ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS**

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas.

**FEB - 6 2014**



*Stu Stewart*  
**COUNTY CLERK  
HARRIS COUNTY, TEXAS**