

Rece U688537 **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

10/20/00 201365568 U688537 \$11.00

**POLICY RESOLUTION:**  
**SATELLITE DISH INSTALLATION.**

APPLICABLE TO THE HAMMERLY WOODS CONDOMINIUM NO. II CONDOMINIUM REGIME RECORDED IN VOL. 82, PAGE 85 OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS, AS AMENDED

WHEREAS Article V, Section 10(p) of the By-Laws grants the Board the power to "To make and enforce compliance with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupant of dwelling units, their successors in title and assigns"

WHEREAS the association wishes to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC Rules;

NOW, THEREFORE, the Association adopts the following rules and restrictions for the Community, which shall be binding upon all owners and residents and their grantees, lessees, tenants, occupants, successors, heirs, and assigns and which shall supersede any previously adopted rules on the same subject matters.

1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. All other antennas are prohibited.
2. Installation shall only be a non-penetrating mount on the roof, secured directly to the Air Conditioner of the respective unit or mounted on the patio with no penetration of the exterior of the building to install, use, or maintain the antenna. Mast shall be no taller than 6 ft.
3. No wiring to or from the Antennas shall be visible from the exterior of the unit.
4. The Association, according to the governing documents of the Association must approve all installations in advance, in writing with an ARC form.
5. All installations shall be completed so that they do not materially damage any property in the Community, or void any warranties of the Community of other residents, or in any way impair the integrity of any building in the Community.
6. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Antenna, or cause property damage, including damage from wind velocity.
7. After approval and installation, the dish must be inspected by a representative of the Association for final installation approval.
8. Owners are liable for any personal injury or damage occurring to community Common Property of other residents' Individually Owned Property or Exclusive-Use Areas arising from installation, maintenance, or use of an Antenna, and shall pay the cost to
  - a. Repair damages to the Common Property, other Residents' Individually Owned Property or Exclusive-Use Areas and any other property damaged by the Antenna installation, maintenance, use;
  - b. Pay medical expenses incurred by persons injured by the Antenna installation, maintenance, or use; and
  - c. Reimburse residents or the Association for damages caused by the Antenna installation, use, or maintenance.

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9. An Owner/Resident installing an Antenna shall indemnify the Association against injury or loss caused by the Antenna.
10. Owners/Residents shall not permit their Antenna to fall into disrepair or to become a safety hazard. Owners/Residents shall be responsible for the Antenna maintenance, repair, and replacement, and the correction of any safety hazard within 72 hours after notification of the need to repair.
11. If the Owner/Resident does not correct a safety hazard within 72 hours after notification, the Association may repair or remove the Antenna at the Owners expense.
12. 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 specifications and instructions.
13. If maintenance requires the temporary removal of Antennas, the Association shall provide Residents with ten-day's written notice. Residents shall be responsible for removing or relocating Antennas before maintenance begins and replacing Antennas afterward. If they are not removed in the required time, then the Association may do so, at the Residents' expense. The Association is not responsible for reinstalling Antennas.
14. Each owner shall be required to strictly comply with these rules and regulations, and shall be responsible to the Board of Directors for compliance therewith.
15. This resolution may be amended from time to time at the sole discretion of the Board of Directors.

ATTEST:

*Gale Allen*  
 PRESIDENT *GALE ALLEN*

*9/26/00*  
 DATE

*Cinda Copeland*  
 ASSIST. SECRETARY *CINDA COPELAND*

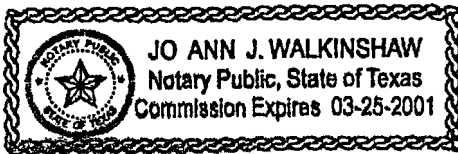
*9-26-00*  
 DATE

STATE OF TEXAS -  
 COUNTY OF HARRIS -

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 26 day of September, 2000 by *Gale Allen & Cinda Copeland*, duly authorized representatives of Hammerly Woods Condominium Association, Inc.

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*Jo Ann J. Walkinshaw*  
 Notary Public in and for the State of Texas

Record & Return to:

Richard C. LIEVENS  
 FRANK, ELMORE, LIEVENS, CRESNEY & TUNET LL  
 808 TRAVIS #2600  
 HOUSTON TX 77002

V467479

HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION

CLUBHOUSE, PATIO AND FACILITIES

12/07/01 101710090 V467479

\$20.00

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APPLICABLE TO THE HAMMERLY WOODS CONDOMINIUM NO. II  
CONDOMINIUM REGIME RECORDED IN VOLUME 82, PAGE 85 OF THE  
CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS AS AMENDED

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**WHEREAS** Article V, Section 10(p) of the By-Laws grants the Board the power to "To make and enforce compliance with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupant of dwelling units, their successors in title and assigns":

**WHEREAS** the Hammerly Woods Condominium Association (hereinafter referred to as "Association") wishes to adopt reasonable rules and regulations governing the rental and use of the Clubhouse, Patio and Facilities (hereinafter referred to as "Clubhouse") by Unit Owners and their tenants:

**NOW, THEREFORE**, the Association adopts the following rules and regulations for the Community, which shall be binding upon all owners and residents and their grantees, lessees, tenants, occupants, successors, heirs and assigns and which shall supersede any previously adopted rules on the same subject matters.

1. A Unit Owner of Hammerly Woods Condominiums whose assessments are current may reserve the Clubhouse for a specific day and time for a private and lawful function. Unit Owners who wish to hold a function must make a reservation for use of the Clubhouse subject to submittal of all applicable fees and forms. Residents of Hammerly Woods Condominiums who are not unit owners may reserve the Clubhouse by submitting an Owner Approval and Liability Acknowledgement Form signed by the Owner of their unit with the applicable fees and forms.

2. Clubhouse reservations will be made on a "first come, first served" basis by filing an Application with the Managing Agent for the Association and confirmed upon receipt of the deposit and usage fee and approval by the Association. Reservations will be made no more than six (6) months in advance or not less than three (3) days in advance of the desired reservation date. Cancellations must be made at least one (1) week in advance in order to receive a full refund of the usage fee.

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

CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 182048

HAMMERLY WOODS CONDOMINIUM ASSOCIATION INC.  
POLICY RESOLUTION

3. The Association reserves the right, with or without cause, to deny usage of the Clubhouse to any Owner/Resident. Such denial must be approved by a majority vote of the Board of Directors.

4. To request a Clubhouse reservation, the Unit Owner must file a Reservation Application and Owner Request and Liability Acknowledgement Form (if required for non-owner) with a check for the security deposit and a check for the total of the usage fees to be charged. Checks must be made payable to Hammerly Woods Condominium Association. All forms required to reserve the Clubhouse and a Schedule of Fees and Deposits, attached hereto and made a part hereof, are available from the Managing Agent for the Association.

5. No reservation of the Clubhouse shall include any special usage privileges for any of the other areas within the Clubhouse, patio area or swimming pool area. Reserved use of the Clubhouse shall not interfere with the normal use of the other facilities. The swimming pool area is not included in a Clubhouse reservation and cannot be reserved for private use.

6. The Owner/Resident who reserves the clubhouse must be in attendance at all times with their guest during the function and are responsible for the actions of their guests.

7. The capacity of the Clubhouse is \_\_\_\_ people. Functions using the Clubhouse with Patio area must be limited to \_\_\_\_ people. If a function exceeds these limits, the function will be terminated and the deposit may be forfeited.

8. A representative of the Association will accompany the Owner/Resident reserving the Clubhouse on an inspection prior to the function to note any cleaning or damage defects and hand the Owner/Resident the required keys. The Clubhouse will again be inspected after the function and if found in a clean, tidy and neat condition with no damage having been caused and upon return of the keys the deposit will be returned within ten(10) business days.

9. A refundable security deposit for cleaning and damage as set forth in The Schedule of Fees and Deposits is required to reserve the Clubhouse. In the event the Clubhouse is not cleaned or there is evidence of damage, the cost to clean or repair the damage will be deducted from the deposit. Cleaning or damages in excess of the deposit will be assessed to the Owner of the Unit reserving the Clubhouse. Owners will be advised in writing within five (5) days of any charges for cleaning or damages and have ten (10) days to pay any charges in excess of the deposit. The Association will refund the security deposit or portion thereof within ten (10) business days of the reservation termination inspection.

10. These rules do not detract from the liability of the Owner to refund to the Association any expenditure incurred by Hammerly Woods Condominium Association in repairing or replacing any General or Limited Common Elements by such Owner's negligence or by the negligence of his tenants, agents or guests.



11. Prepared food may be brought into the Clubhouse kitchen area which is equipped with a microwave oven and refrigerator. No cooking is allowed in the Clubhouse except in the microwave oven. Warming dishes and crock pots may be used in the kitchen area only.

12. No live bands or amplified music is allowed outside the Clubhouse. Excessive noise or loud music reported to the Association will be sufficient cause to terminate the function and to forfeit the security deposit.

13. The Clubhouse and Swimming Pool area is a "Non-Smoking Facility" and smoking is not permitted except on the front porch and walk area.

14. The use of illegal drugs is prohibited at all times.

15. No wet clothing is permitted in the Clubhouse.

16. The use of alcoholic beverages is permitted in accordance with state and local law. Alcoholic beverages may not be provided for minors. When reserved use of the Clubhouse involves the serving of alcoholic beverages, the Association reserves the right to require the Owner/Resident to pay for an off duty law enforcement officer to enforce state and local regulations. Additionally, a copy of the Owner's Home Owner Insurance Policy may be requested to show evidence of a liability coverage.

17. No pets except seeing-eye dogs or handicap assist animals are permitted in the Clubhouse.

18. No alterations may be made to the Clubhouse and furniture may not be removed from the Clubhouse. The Association will provide additional chairs and tables upon request of the reserving Owner/Resident for a usage fee stated on the Schedule of Fees and Deposits.

19. The Clubhouse keys may not be duplicated and shall be returned to the representative of the Association inspecting the Clubhouse after the function.

20. The Clubhouse is open and available for reservation during the following hours:

Sunday thru Thursday 8:00A.M. - 12:00P.M.

Friday thru Saturday 8:00A.M. - 1:00A.M

21. Functions may not exceed eight (8) hours in length, with two (2) additional hours allowed for setup. All functions must end at the closing time of the Clubhouse. The Clubhouse must be cleaned within three (3) hours after the function ends. For functions held at night, the Clubhouse must be cleaned by 10:00A.M. the next day.

22. Any charges for city services responding to the Clubhouse to a false alarm, complaint or for the benefit of the Owner/Resident reserving the Clubhouse or their guest will be the responsibility of the Owner reserving the Clubhouse.

ATTEST:

*Gale L. Allen*  
PRESIDENT  
*GALE L. ALLEN*

DATE *10/23/01*

ATTEST:

*C. Copeland*  
Asst. SECRETARY

DATE *10-23-01*

THE STATE OF TEXAS {}

COUNTY OF HARRIS {}

BEFORE ME, the undersigned, A Notary in and for said County and State, on this day personally appeared *Gale L. Allen* known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC., a Texas Corporation and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

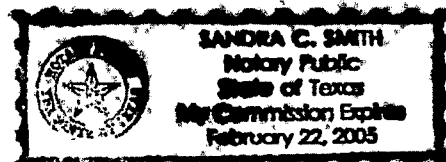
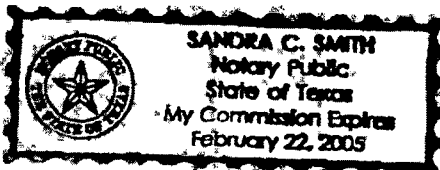
UNDER MY HAND AND SEAL OF OFFICE on this the *13* day of *November*, 2001.

*Sandra C. Smith*

Notary Public in and for Harris County,

Texas

My commission expires *2-22-05*



HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.

CLUBHOUSE, PATIO AND FACILITIES

SCHEDULE OF FEES AND DEPOSITS

SECURITY DEPOSIT:

A refundable security deposit for cleaning and damage in the amount stated below is required to reserve the Clubhouse, Patio and Facilities:

Clubhouse and Patio	\$150.00
Patio	\$ 50.00

USAGE FEES:

Usage fees for the Clubhouse, Patio and Facilities are:

Clubhouse and Patio	\$ 50.00
Patio	\$ 25.00
Folding Table	\$ 5.00
Card Table	\$ 5.00
Stack Chairs	\$ 2.00

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC**

**CLUBHOUSE, PATIO AND FACILITIES**

**RESERVATION ACKNOWLEDGEMENT**

If you are a Unit Owner, to confirm your reservation for the Clubhouse and Facilities for a private function, we attach a copy of the approved Clubhouse and Facilities Rules and the Reservation Application which must be completed and returned to AMI with your security deposit (refundable) and usage fee (non-refundable).

If you are not a Unit Owner, please have your Unit Owner complete and sign the Owner Request and Liability Acknowledgment Form required for Non-Owners to request a reservation. This form is required and must be submitted with the Reservation Application, deposit and usage fees.

Please send two separate checks with your application, made payable to Hammerly Woods Condominium Association, Inc. Applications and checks must be received by our office no later than one (1) week prior to the requested date of your reservation.

Your Cooperation is appreciated,

HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.

CLUBHOUSE, PATIO AND FACILITIES

OWNER REQUEST AND LIABILITY ACKNOWLEDGEMENT

FOR NON-OWNER

As the owner of Hammerly Woods Condominium Association, Inc. Unit No. \_\_\_\_\_, I request Hammerly Woods Condominium Association, Inc. to confirm a reservation for the Clubhouse, Patio and Facilities for my Unit Resident:

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I understand and agree that my Unit Resident is responsible for submitting the Reservation Application and payment of Security Deposit, Usage Fees and any assessments for damage.

I also understand and agree that in the event my Unit Resident fails to pay any amounts due Hammerly Woods Condominium Association, Inc., that the amounts due will be accessed to my Unit as provided in the Condominium Documents of Hammerly Woods Condominium Association, Inc. and I/we will be responsible for payment.

AS EVIDENCE OF MY UNDERSTANDING OF THE LIABILITY OF THE ACTIONS OF MY RESIDENT, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND INITIALED THE ATTACHED COPY OF THE CLUBHOUSE, PATIO AND FACILITIES RESOLUTION AND I AGREE TO ABIDE BY SAID POLICIES.

SIGNATURE & DATE \_\_\_\_\_

FILE FOR RECORD  
8:00 AM

DEC - 7 2001

*Dorely L. Hayden*  
County Clerk, Harris County, Texas

Records & RETURN TO:

Richard C. LIVENIS  
FRANK, EDMORE, LIVENIS,  
CITIZENS & TURET LLP

POB TEXAS # 2600

Houston TX 77002

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.

**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.

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

DEC. 7, 2001



*Beverly L. Hayward*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**

**RELATING TO  
INSURANCE DEDUCTIBLE(S)**

The undersigned is the Secretary for **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the Rules and Regulations of the Association (the "Rules"); or (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE. As the keeper of the minutes, books, and records of the Association pursuant to the Bylaws, the undersigned hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on February 23, 2016, the Board adopted the following **INSURANCE DEDUCTIBLE RESOLUTION**:

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**INSURANCE DEDUCTIBLE RESOLUTION**

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

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

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

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

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

**WHEREAS**, Section 82.111(a) and (b) of the Texas Uniform Condominium Act

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("TUCA") generally provides that the Association must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and

**WHEREAS**, Section 82.111(c) of TUCA provides that if the insurance required by 82.111(a) and (b) of TUCA is not reasonably available, that generally the Association shall cause notice of that fact to be delivered or mailed to all Owners and lienholders; and

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

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

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

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. Notice is hereby given to all Co-Owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has one or more stated deductible(s) applicable to the respective insured risks, and as a result, the insurance obtained by the Association covering the buildings, Common Elements, and Units is for an amount LESS and EXCEPT such respective deductible amounts applicable to the respective insured risks.
2. *If the Association's insurance provides coverage for the loss and the cost to repair the damage to a Unit or a Common Element **is more than the amount of the applicable insurance deductible**, then the entire cost of the applicable stated insurance deductible and costs incurred before insurance proceeds are available shall be assessed against the Co-Owner and the Co-Owner's Unit and paid to the Association by the Unit owner *under any of the following circumstances:*
  - a. if such insured loss was caused by or was the result of the negligence, willful misconduct, or wrongful act of the Co-Owner, an occupant of the owner's Unit, or the Unit Co-Owner's or occupant's family, guests, employees, contractors, agents, or invitees; or*



- b. if such insured loss was due to an occurrence or condition within the Co-Owner's Unit which was a result of or arose from (i) the failure or malfunction of any component or item within or forming a part of the owner's Unit, whether constituting a fixture (plumbing, electrical, etc.), appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for which the Co-Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law, all irrespective of any negligence; or
- c. if the cause of the insured loss cannot be determined, but such loss originated wholly within the Co-Owner's Unit, or from any item for which the owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law.

In situations other than those described above, the Association will pay the applicable policy deductible, as a common expense.

- 3. *If the Association's insurance provides coverage for the loss but the cost to repair damage to a Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible, then except as provided in Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall pay the cost of the repair of the damage to the Unit or Common Elements.*

In the event that a Co-Owner is responsible for the cost of the repair of the damage to the Unit or Common Elements pursuant to this Paragraph 3, and the Association performs the work necessary for such repair, then the costs of such repair shall be levied against the Co-Owner's Unit as an "assessment" pursuant to the provisions of Section 82.113 of TUCA, and shall be a personal obligation of the Co-Owner and secured by the continuing lien on the Unit created and reserved in the Declaration and Section 82.113 of TUCA. In the event that the amount of the insurance deductible so levied against the Co-Owner's Unit is not paid within thirty (30) days after the Association makes demand therefor, the Association shall be entitled to enforce the collection and payment of such cost of repair as an assessment under the Declaration and Section 82.113 of TUCA.

- 4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with the applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to a Unit or Common Elements is due wholly or partly to an act or omission of any Co-Owner or a guest or invitee of the Unit owner, the Association may assess the deductible expense and any other expense in excess of insurance proceeds against the Co-Owner and the Co-Owner's Unit; and (ii) a Co-Owner may also be subject to liability pursuant to Article IV, Section 1 and Section 2 of the Bylaws.
- 5. In the event that a Co-Owner is responsible for the insurance deductible as provided in Paragraph 2 hereof, or the costs incurred cost to repair the damage to a Unit or a Common Element in excess of the insurance proceeds as provided

in Paragraph 4 hereof, then the amount of the insurance deductible and/or costs of repair shall be levied against the Co-Owner's Unit as an "assessment" pursuant to the provisions of Section 82.113 of TUCA, and shall be a personal obligation of the Co-Owner and secured by the continuing lien on the Unit created and reserved in the Declaration and Section 82.113 of TUCA. In the event that the amount of the insurance deductible and/or cost to repair so levied against the Co-Owner's Unit is not paid within thirty (30) days after the Association makes demand therefor, the Association shall be entitled to enforce the collection and payment of such insurance deductible as an assessment under the Declaration and Section 82.113 of TUCA.

6. The determination of whether a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board, whose decision shall be final. Sums determined to be payable by the Co-Owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the Co-Owner and sent by certified mail/return receipt request to the Co-Owner's last known mailing address according to the records of the Association, or by personal delivery.
7. In the event that the Association is responsible to make repairs or restoration to a Unit following a casualty loss (utilizing the proceeds of the Association's insurance policy or otherwise), then, unless the Association's insurance policy then in effect specifically provides coverage for betterments and improvements, the Association shall make interior repairs and/or replacements only to the extent of original construction grade standards, and shall not be responsible for any upgrades, betterments or improvements to such original construction grade standards installed by Co-Owners (whether any existing Co-Owner or his/her/its predecessor in ownership). For purposes of this paragraph, "original construction grade standards" shall be deemed to include, without limitation, carpeting over pad, paint and texture over sheetrock, and linoleum over concrete; and "betterments and improvements" shall be deemed to include, without limitation, upgraded flooring (tile, wood, laminate, etc.), wall paper, and the like. In the event of any interior damage necessitating any repair contemplated by this paragraph, any Co-Owner desiring any repair or replacement of any betterments or improvements shall be solely responsible for the cost of repair or replacement of such betterments and improvements above and beyond the original construction grade standards.
8. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a Unit and a Co-Owner's personal property and improvements as set forth in the Declaration, Bylaws, Rules, or applicable law. Nothing herein shall affect the right of a Co-Owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or

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

9. This Policy Resolution shall supersede and replace, in its entirety, any existing Insurance Policy Deductible Resolution(s) heretofore adopted by the Board applicable to the Condominium.
10. The Policy Resolution shall be deemed effective upon the recordation of same as a "Dedictory Instrument" in the Real Property Records of Harris County, Texas.

Barbara L. Platt  
(signature)

Barbara L. Platt  
(name printed)

**SECRETARY, HAMMERLY WOODS  
CONDOMINIUM ASSOCIATION, INC.,  
a Texas non-profit corporation**

**STATE OF TEXAS**

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**COUNTY OF HARRIS**

This instrument was acknowledged before me on this 23<sup>rd</sup> day of FEBRUARY, 2016 by BARBARA L. PLATT, Secretary of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Betty J. Weidenfeld  
Notary Public - State of Texas

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



FILED FOR RECORD  
8:00 AM

MAR 17 2016

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

MAR 17 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF DIRECTORS**

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

**AMENDED AND RESTATED POLICY  
RELATING TO INTERIOR REPAIRS OF UNITS**

4  
Notice  
P/A

The undersigned is the Secretary for **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the Rules and Regulations of the Association (the "Rules"); or (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE. As the keeper of the minutes, books, and records of the Association pursuant to the Bylaws, the undersigned hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on February 23, 2016, the Board adopted the following **AMENDED AND RESTATED POLICY RELATING TO INTERIOR REPAIRS OF UNITS**:

10R  
116

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

**AMENDED AND RESTATED POLICY  
RELATING TO INTERIOR REPAIRS OF UNITS**

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

**WHEREAS**, on or about May 22, 2012, the Board of Directors ("Board") of the Association adopted that certain "Certificate of Corporate Resolution of the Board of Directors (of) Hammerly Woods Condominium Association, Inc. Relating to Interior Repairs of Units", a copy of which is filed of record under County Clerk's File No. 20120264688 of the Real Property Records of Harris County, Texas (the "Prior Resolution"); and

**WHEREAS**, the Board of Directors, having considered all relevant factors, and based on its business judgment, has deemed it necessary and desirable to AMEND AND RESTATE the Prior Policy and adopt a new, amended and restated policy establishing the responsibility for interior repairs of the Units when the need to make such interior repairs is a direct result of the failure of a General Common Element or the Association's repair or maintenance of any General Common Element;

**NOW THEREFORE**, effective upon the date this Certificate is filed in the Real Property Records of Harris County, Texas as a dedicatory instrument of the Association, the Prior

Policy shall be deemed withdrawn, amended, and restated in its entirety and replaced with the following AMENDED AND RESTATED Policy relating to the interior repairs of Units:

1. This Policy shall NOT cover the repair of any damage which is caused by or results from a casualty loss. A casualty loss shall constitute an event or occurrence which would be covered by any applicable insurance held or maintained by the Association, irrespective of the application of any applicable insurance deductible. On or about February 23, 2016, the Board adopted that certain "Certificate of Corporate Resolution (of) Hammerly Woods Condominium Association, Inc. Relating to Insurance Deductible(s)" (The "Insurance Deductible Resolution"). The repair of any damage which is caused from or results from a casualty loss shall be hereafter governed by the Insurance Deductible Resolution.
2. This Policy shall cover any interior repair(s) for damage caused or necessitated by virtue of (a) water penetration into the Unit through or resulting from a leak in the General Common Element roof or walls (excepting therefrom any water penetration around or within any doors or windows) which would not constitute a casualty loss (i.e., that would not be covered by the Association's insurance, irrespective of the application of any insurance deductible), (b) any plumbing leaks (water or sewer) or sewer back-up in/from any General Common Element pipe or General Common Element plumbing system which would not constitute a casualty loss (i.e., would not be covered by the Association's insurance, irrespective of the application of any insurance deductible); and/or (c) repairs to the General Common Element foundation/slab of the buildings ("Interior Repairs" herein). Interior Repairs shall not include the repair or replacement of any personal property located within any Unit.
3. The Association, as a common expense, shall perform Interior Repairs only to the limited extent, if at all, as set forth in this Policy.
4. In the event of any water penetration into the Unit through or resulting from a leak in the General Common Element roof or walls (excepting therefrom any water penetration around or within any doors or windows) which is not deemed a casualty loss:
  - (a) The Association shall repair the Common Element roof or wall which is the source of the water penetration, and shall promptly repair any Common Element item damaged by such water penetration. Each Co-Owner shall provide the Association access through the Co-Owner's Unit reasonably necessary for the Association to repair any damaged Common Elements. If damage is inflicted on any portion of the Unit during the course of the Association's repair of the Common Elements, the Association shall be responsible for the prompt repair of such damage. Other than the foregoing, the Association shall not be responsible or liable to any Co-Owner (or the Co-Owner's tenant or other occupant) for any damage to the interior of the Unit or contents thereof resulting from roof leaks or water penetration unless same has resulted from the willful acts or gross negligence of the Association. In no event shall the Association be liable for the repair or replacement of any consequential or incidental damage to the interior of any Unit which may result, whether foreseen or unforeseen, from the water penetration or the Association's repairs.
  - (b) The Co-Owner of such Unit shall be responsible for the repair of any damage to the interior of the Unit. If damage is inflicted on any portion of the Common Elements during the course of the Co-Owner's repair of the Unit, the Co-Owner of the Unit shall be responsible for the prompt repair of such damage.

(c) Co-Owners are responsible to maintain, repair, and replace the door and window fixtures, including the water-proofing, caulking, and sealing of same to prevent water penetration around or within doors or windows. Co-Owners are responsible to repair any damage to their Unit caused by water penetration around or within any doors or windows. Further, in the event that any water penetration around or within any doors or windows cause damage to any portion of the Common Elements, the Co-Owner shall be responsible for the cost and expense of any repairs to the Common Elements so damaged.

5. In the event of any plumbing leaks (water or sewer) or sewer back-up in/from any General Common Element pipe or General Common Element plumbing system which is not deemed a casualty loss:

(a) The Association shall repair the Common Element pipe or plumbing system which is the source of the water leak, and shall promptly repair any Common Element item damaged by such plumbing leaks (water or sewer) or sewer back-up. Each Co-Owner shall provide the Association access through the Co-Owner's Unit reasonably necessary for the Association to repair any damaged Common Elements. If damage is inflicted on any portion of the Unit during the course of the Association's repair of the Common Elements, the Association shall be responsible for the prompt repair of such damage. Other than the foregoing, the Association shall not be responsible or liable to any Co-Owner (or the Co-Owner's tenant or other occupant) for any damage to the interior of the Unit or contents thereof resulting from plumbing leaks (water or sewer) or sewer back-ups unless same has resulted from the willful acts or gross negligence of the Association. In no event shall the Association be liable for the repair or replacement of any consequential or incidental damage to the interior of any Unit which may result, whether foreseen or unforeseen, from the water leaks or the Association's repairs.

(b) The Co-Owner of such Unit shall be responsible for the repair of any damage to the interior of the Unit. If damage is inflicted on any portion of the Common Elements during the course of the Co-Owner's repair of the Unit, the Co-Owner of the Unit shall be responsible for the prompt repair of such damage.

6. In the event that damage is inflicted on a Unit or any portion thereof during the course of repairs to the General Common Element foundation/slab of the buildings, the Association shall make interior repairs and/or replacements only to the extent of original construction grade standards, and shall not be responsible for any upgrades, betterments or improvements to such original construction grade standards installed by Co-Owners (whether any existing Co-Owner or his/her/its predecessor in ownership). Original construction grade standards shall be deemed to include, without limitation, carpeting over pad, paint and texture over sheetrock, and linoleum over concrete. Betterments and improvements shall be deemed to include, without limitation, upgraded flooring (tile, wood, laminate, etc.), wall paper, and the like. In the event of any interior damage necessitating any repair contemplated by this paragraph, any Co-Owner desiring any repair or replacement of any betterments or improvements shall be solely responsible for the cost of repair or replacement of such betterments and improvements above and beyond the original construction grade standards.
7. Co-Owners shall be obligated to promptly report any water penetration, leak, pipe break, or any other source of damage which would or could result in any Interior Repair pursuant to this Policy. Under no circumstances shall the Association be

responsible for any additional, consequential, or incidental damages resulting from the failure of any Co-Owner to promptly report any such water leak, pipe break, or other source of any such damage.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 23<sup>rd</sup> day of FEBRUARY, 2016.

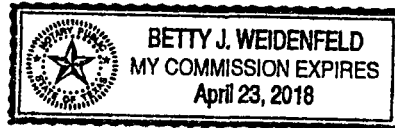
Barbara L Platt  
(signature)

Barbara L. Platt  
(name printed)  
SECRETARY,  
**HAMMERLY WOODS CONDOMINIUM  
ASSOCIATION, INC.**  
a Texas non-profit corporation

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 23<sup>rd</sup> day of February, 2016 by BARBARA L. PLATT, Secretary of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Betty Weidenfeld  
Notary Public - State of Texas



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

W



FILED FOR RECORD  
8:00 AM

MAR 17 2016

*Stan Stewart*  
County Clerk, Harris County, Texas

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

MAR 17 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

**AMENDMENT TO RESOLUTION #20  
APPLICATION OF PAYMENTS**

2  
Amended  
A  
VC

The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the Rules and Regulations of the Association (the "Rules"); or (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE. The undersigned Officer hereby certifies that on NOVEMBER, 8 2016, by unanimous agreement in lieu of a meeting, the Board of Directors ("Board") adopted the following **AMENDMENT TO RESOLUTION #20 RELATING TO APPLICATION OF PAYMENTS:**

(2)  
file  
per

**AMENDMENT TO RESOLUTION #20  
APPLICATION OF PAYMENT**

**WHEREAS**, the Board of Directors ("Board") of the Association previously adopted "Resolution No. 20, Application of Payments", which is filed of record under County Clerk's File No. Y936496 of the Real Property Records of Harris County, Texas ("Resolution #20"); and

**WHEREAS**, Resolution #20 expressly provides that the Board of Directors shall be and is wholly authorized at its sole discretion to vary the procedure set forth in the such Resolution #20 as it deems appropriate; and

**WHEREAS**, the Board of Directors, having considered all relevant factors, and based on its business judgment, has deemed it necessary and desirable to vary the procedure set forth in such Resolution #20 and amend and restate Resolution #20 in its entirety; and

**NOW THEREFORE**, effective upon the date this Certificate is filed in the Real Property Records of Harris County, Texas as a dedicatory instrument of the Association, Resolution No. 20 shall be amended and restated as follows:

**"Resolution #20**

It is hereby RESOLVED that payment(s) made by Co-owners to Hammerly Woods Condominium Association, Inc. will be applied to an Owner's account balance in order of the following categories: interest, attorney fees, fines, late charges, expenses, special assessments, and assessments. The payment will be applied to the oldest amount due in each of the aforesaid categories until charges in that category are paid in full, except when such allocation may leave amounts unpaid or uncollectible.

Be it further RESOLVED that partial payment by an Owner on an account balance will not prevent the accrual of interest, late fees, collection costs or attorney fees; and if by application of any partial payment toward the categories set forth herein results in the current month being unpaid, that late fees shall be applicable and levied to such current month unless otherwise waived by the Board of Directors.

Be it further RESOLVED that an Owner against whom a fine is assessed shall be entitled to a hearing before the Board of Directors.

Be it further RESOLVED that it is the responsibility of the Owner to verify that payments are timely received by Hammerly Woods Condominium Association, Inc. and the Association is not responsible for delay in payment caused by mail or any other form of delivery.

Be it further RESOLVED that a failure to follow the guidelines set forth in this Resolution shall not be considered a waiver or otherwise diminish Hammerly Woods Condominium Association's right to collect all sums owing it by a Co-Owner.

Be it further RESOLVED that the Hammerly Woods Condominium Association, Inc., acting through its Board of Directors, is wholly authorized at its sole discretion to vary the procedure set forth in this Board Resolution as it deems appropriate.

Be it further RESOLVED that any reference in payment coupon or otherwise to "Board Resolution No. 20" shall refer to Board Resolution No. 20 as amended hereby."

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 8<sup>th</sup> day of NOVEMBER, 2016.

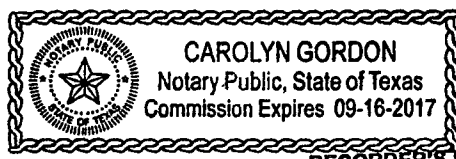
[Signature]  
(signature)  
Gale L Allen  
(name printed)  
PRESIDENT (Officer Position),  
**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**  
a Texas non-profit corporation 100

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2016, by Gale L Allen, PRESIDENT of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

[Signature]  
Notary Public - State of Texas

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



**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.

FILED FOR RECORD

8:00:00 AM

Thursday, November 17, 2016

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Thursday, November 17, 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

②  
NOTICE  
MC  
A

RP-2017-138270  
03/31/2017 RP1 \$20.00

CORRECTED FILING\*  
**CERTIFICATE OF CORPORATE RESOLUTION**  
OF THE BOARD OF DIRECTORS

RP-2017-153214  
04/11/2017 RP1 \$24.00

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.,**  
a Texas non-profit corporation (the "Association")

**RELATING TO "GOOD STANDING" AND "ELIGIBILITY TO VOTE"**  
**OF MEMBERS**  
**AT MEETINGS OF THE MEMBERS OF THE ASSOCIATION**

The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the Rules and Regulations of the Association (the "Rules"); or (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE. The undersigned Officer of the Association hereby certifies that at a duly constituted Board of Directors meeting held on February 28, 2017, the Board of Directors of the Association adopted the following Resolution:

28

**RESOLUTION RELATING TO "GOOD STANDING" AND "ELIGIBILITY TO VOTE" OF MEMBERS AT MEETINGS OF THE MEMBERS OF THE ASSOCIATION**

**WHEREAS**, the Article titled "Meeting of Members: Voting" of the Bylaws provide, inter-alia, as follows: "...a Member shall be deemed to be in "good standing" and "entitled to vote" if, and only if, he shall have fully paid all assessments made or levied against him and his unit by the Directors as hereinafter provided, together with all interest, costs, attorney fees, penalties and other expenses, if any, properly chargeable to him and against his unit, at least three days prior to the date fixed for such annual or special meetings..."; and

**WHEREAS**, to the knowledge of the Board of Directors ("Board"), the Association has not, for a period in excess of twenty-five (25) years, utilized or recognized the "good standing" and "entitled to vote" standard as set forth in the Bylaws; and in fact, it has been the long standing custom, practice, and policy of the Association, to establish the "good standing" and "entitled to vote" voting eligibility standard as being at least thirty days prior to the date fixed for such annual or special meetings; and

**WHEREAS**, the Board of Directors, having considered all relevant factors, and based on its business judgment, has deemed it necessary and desirable to evidence, ratify, and confirm the long-standing custom, practice, and policy of the Association as to voting eligibility standard recognized and utilized in connection with annual or special meetings, and to provide disclosure of such policy to existing and future Owners of Units;

**NOW THEREFORE**, formal notice is hereby given to all existing Owners of Units, as well as to all future Owners of Units of the long-standing custom, practice, and policy of the Association, as follows:

\*[This document is being re-filed to include the date of the meeting in the preamble paragraph which was inadvertantly omitted in the document which was orignally filed of record]

"Notwithstanding any provision in the Bylaws to the contrary, a Member shall be deemed to be in "good standing" and "entitled to vote" if, and only if, he shall have fully paid all assessments made or levied against him and his unit by the Directors as hereinafter provided, together with all interest, costs, attorney fees, penalties and other expenses, if any, properly chargeable to him and against his unit, *at least thirty (30) days prior to the date fixed for such annual or special meetings.*

The foregoing policy confirms and ratifies the long-standing custom, practice, and policy of the Association as to voting eligibility standards heretofore recognized and utilized in connection with annual or special meetings of the Members."

The Policy Resolution shall be filed in the Real Property Records of Harris County, Texas as a "dedicatory instrument" pursuant to the provisions of §202.006 of the TEXAS PROPERTY CODE.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 28<sup>TH</sup> day of FEBRUARY, 2017.

[Handwritten Signature]  
(signature)

GRU L. Aron  
(name printed)

President (Officer Position),  
**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**  
a Texas non-profit corporation

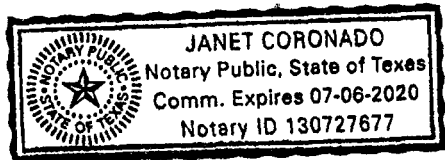
106

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3<sup>rd</sup> day of March, 2017 by \_\_\_\_\_, Secretary of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Janet Coronado  
Notary Public - State of Texas

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



FILED FOR RECORD

8:00:00 AM

Friday, March 31, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Friday, March 31, 2017



*Stan Stewart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**

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

FILED FOR RECORD

8:00:00 AM

Tuesday, April 11, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Tuesday, April 11, 2017



*Stan Stewart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



10  
Notice  
11

**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

**AMENDED AND RESTATED  
SWIMMING POOL RULES AND REGULATIONS  
OF  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the Rules and Regulations of the Association (the "Rules"); or (d) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

lee

The undersigned Officer does hereby certify that the attached Exhibit "A" constitutes a true and correct copy of the "**AMENDED AND RESTATED SWIMMING POOL RULES AND REGULATIONS OF HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**" adopted by the Board of Directors (the "Board") of the Association at a duly called and constituted meeting of the Board of Directors held on May 23, 2017.

The above described and attached "Amended and Restated Swimming Pool Rules and Regulations of Hammerly Woods Condominium Association, Inc." is/are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 31 day of May, 2017.

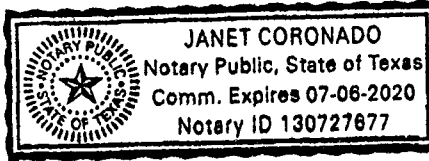
**HAMMERLY WOODS CONDOMINIUM  
ASSOCIATION, INC., a Texas non-profit  
Corporation**

102

By: Virginia Dietz  
(signature)

Virginia Dietz  
(name printed)

Its: HWNCA President  
(Officer Position)



STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 31 day of May, 2017, by Karina Elizondo, Portfolio Manager of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Janet Coronado  
Notary Public - State of Texas

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

**EXHIBIT "A"**

**AMENDED AND RESTATED SWIMMING POOL RULES AND REGULATIONS OF  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, the Association, acting by and through its Board of Directors, manages and administers the Condominium pursuant to the Declaration, Bylaws, Rules, and the applicable provisions of Chapter 81 and Chapter 82 of the Texas Property Code; and

**WHEREAS**, pursuant to the authority vested in and to the Board of Directors as set forth in the Declaration, Bylaws, Rules, and the applicable provisions of Chapter 81 and 82 of the Texas Property Code, on or about June 15, 2005, the Board of Directors ("Board") of the Association heretofore adopted those certain "Swimming Pool Rules and Regulations of Hammerly Woods Condominium Association, Inc.", a copy of same having been filed of record under County Clerk's File No. Y541613 of the Real Property Records of Harris County, Texas (the "Prior Pool Rules"); and

**WHEREAS**, the Board of Directors, having considered all relevant factors, and based on its business judgment, has deemed it necessary and desirable to AMEND AND RESTATE the Prior Pool Rules and adopt new, AMENDED AND RESTATED SWIMMING POOL RULES which shall be applicable to all Association members, residents, members of their families, and guests, and to provide for swimming pool registration and restricted entry into the swimming pool area and the supervision of the use of the swimming pool;

**NOW THEREFORE**, effective upon the date this Certificate is filed in the Real Property Records of Harris County, Texas as a dedicatory instrument of the Association, the Prior Pool Rules shall be deemed withdrawn, amended, and restated in its entirety and replaced with the following AMENDED AND RESTATED SWIMMING POOL RULES AND REGULATIONS:

---

**AMENDED AND RESTATED SWIMMING POOL RULES AND REGULATIONS**

**1.0 GENERAL**

- 1.1 The Pool is the property of Hammerly Woods Condominium Association, Inc., a Texas non-profit corporation ("HWCA" herein), and is for the exclusive use of HWCA Residents, their families and guests. Only persons residing in the HWCA community may register to use the Pool.
- 1.2 Members of the HWCA Board, HWCA employees, and HWCA'S management company and its personnel are appointed and authorized by the HWCA Board of Directors to supervise the operation and management of the pool and to sponsor activities at the pool.

- 1.3 All comments/complaints about the management and operation of the Pool should be made to HWCA's Board of Directors or HWCA's management company.
- 1.4 HWCA, its Directors, Officers or employees and Management Company is not responsible for any accidents occurring from the use of the Pool.

## **2.0 DEFINITIONS**

- 2.1 The "Pool" is the area bordered by fences on the north, south and west perimeter of the pool and the poolside of the HWCA clubhouse.
- 2.2 The "pool deck" is composed of the concrete slabs contiguous to the Pool.
- 2.3 "Resident" shall be defined as a person who resides in a unit as his/her primary residence, whether constituting the owner of the unit, or an occupant who occupies the unit as a tenant under a written lease or other arrangement with the owner of the unit, including the family of such owner or occupant who occupy the unit as their residence.
- 2.4 "Guest" shall mean the bona-fide guest or invitee of a Resident, who does not reside at the HWCA community.

## **3.0 POOL SEASON AND HOURS**

- 3.1 The opening date of the Pool season, and the closing date of the Pool season, shall be determined by the Board of Directors.
- 3.2 The opening and closing times (days of the week and times of day) shall be determined by the Board of Directors and these opening and closing times (days of the week and times of day) shall be posted at the Pool gate. The Pool will close promptly at the designated closing times. All swimmers must exit the Pool at closing time.
- 3.3 The Pool will be closed during thunder and lightning storms for a minimum of 30 minutes, when necessary for maintenance operations, or as determined by Pool management for the health and safety of Pool patrons.
- 3.4 Use of the Pool when it is closed is prohibited and people using the pool during this time will be subject to legal prosecution.

## **4.0 POOL ACCESS ENTRY CODE**

- 4.1 To restrict entry to the HWCA Pool, HWCA has installed locks that require a numeric code to activate the Pool gate lock to enter the Pool. Entry codes ("Entry Code[s]") are issued without charge to a unit Resident. Only one (1) Entry Code is permitted per HWCA unit.

Each unit will also be assigned one (1) pool tag with identifying number ("Pool Tag"). Owner/residents must be in possession of Pool Tag while inside the Pool gate.

- 4.2 Entry Codes and Pool Tags are issued only to Resident adults; minors will not be issued any Entry Code or Pool Tag. The adult Resident takes full responsibility for the use of the Entry Code and Pool Tags and must acknowledge their acceptance of the Pool Rules by signing a copy of the "Swimming Pool Rules and Regulations Agreement" (copy attached as Exhibit "1" and made a part hereof). Each Entry Code and Pool Tag is unique to the Resident's unit; allowing other parties who are not a Resident of the unit to use the Entry Code and Pool Tag to enter the Pool will result in cancellation of the Entry Code and Pool Tag.
- 4.3 Residents are requested to report Entry Code or Pool Tag problems to HWCA or HWCA's management company immediately to allow HWCA to correct or terminate entry privileges and prevent unauthorized access to HWCA's Pool.
- 4.4 Residents are requested to report to HWCA or HWCA's management company the effective date they are no longer a unit Resident. In the event a Resident fails to advise HWCA that they are no longer residing at HWCA, and HWCA identifies and believes the Resident has moved, or the Entry Code or Pool Tag is being used for unauthorized access to the Pool, HWCA will terminate the entry code Tag privilege.
- 4.5 Entry to the Pool by persons who are not Residents of HWCA using a stolen Entry Code and/or Pool Tag will be asked to leave the Pool and will be subject to legal prosecution.
- 4.6 Anyone climbing over the Pool fence to gain access to the Pool is trespassing and will be subject to legal prosecution.
- 4.7 City of Houston Ordinance requires the Pool entry gate to be closed and latched at all times. Anyone jamming the latch mechanism or preventing the entry gate from properly closing and latching may have his or her Pool privileges suspended.
- 4.8 Replacement Pool Tags will be available through HWCA at a cost/fee in an amount determined by the Board of Directors from time to time.

## **5.0 POOL USAGE-GENERAL**

- 5.1 Residents are responsible for their own actions and safety and the actions and safety of their family members and guests while using the Pool. Parents or guardians are completely responsible for their children or wards and shall not permit them to enter the Pool area regardless of age, if they are not competent swimmers.

- 5.2 Residents using the Pool do so **AT THEIR OWN RISK, THERE IS NO LIFEGUARD ON DUTY.**
- 5.2 Pool hours are posted and age restrictions are posted.
- 5.3 Swimmers must be properly attired in clean swimming suits. No cutoff, jeans, play suits, diapers, etc.
- 5.4 Pool rules are posted within the Pool area. Any person violating any of the Pool rules will be asked to leave the Pool area and are subject to suspension of Pool privileges.
- 5.5 All personal belongings such as towels, sunglasses, books, etc. shall be removed upon leaving the Pool. HWCA is not responsible for damage or loss of items or valuables brought to the Pool area. Items are brought to the Pool at your own risk.
- 5.7 Music volume levels shall be adjusted for individual listening and shall not be played at a volume that interferes with the enjoyment of others.

## **6.0 POOL USAGE--CHILDREN**

- 6.1 Infants (children three (3) years and younger) are allowed in the wading pool portion of the main Pool only. Infants who are not potty trained must wear diapers covered by rubber pants with snug-fitting legs and waists or "swimmies" for children. A swimsuit must be worn over the rubber pants and diapers.
- 6.2 Infants must be under the constant supervision of a custodial adult (adult is defined as a person who can swim and is eighteen (18) years or older) who must be in the water with the infant at all times, on a one-to-one situation. An infant must wear a securely-attached flotation device and be accompanied by an adult who is supervising the infant at arms-length distance in the water at all times.
- 6.3 Children under the age of twelve (12) years and children who cannot swim must be accompanied by a parent or custodial adult (adult is defined as a *person who can swim and is eighteen (18) years or older*) at all times when the child is within the Pool area.
- 6.4 Parents are responsible for supervision of their children in the Pool area. If children are in the water, the supervising adult must accompany them or sit at poolside within a few feet of them.
- 6.5 Unsupervised children will be requested to identify their unit number and requested to leave the Pool area immediately.

## **7.0 POOL USAGE-SAFETY**

- 7.1 In the event of any emergency, the Pool will be cleared.

- 7.2 All injuries in the Pool area should be reported immediately to HWCA or HWCA's management company.
- 7.3 Glass containers (including suntan lotion, shampoo, and baby bottles) of any description are prohibited.
- 7.4 Rough play, running, pushing, acrobatics, dunking, wrestling, excessive splashing, pushing or pulling of swimmers from the Pool deck to the water *and all other such objectionable and dangerous behaviors are prohibited.*
- 7.5 Trash must be kept from blowing into the Pool. All trash shall be deposited in the trash containers in the Pool area and the trash container lid properly closed.
- 7.6 Alcoholic beverages are not allowed in the Pool area. Intoxicated patrons are not allowed in the Pool and will be asked to leave the Pool.
- 7.7 Only Coast Guard approved flotation devices may be used in the Pool.
- 7.8 Flips, back dives or diving from the side of the Pool is prohibited.
- 7.9 Scuba diving equipment is not permitted in the Pool.
- 7.10 Bicycles, tricycles, skateboards or other play equipment is not allowed in the Pool area.
- 7.11 Water and beverages in plastic bottles are permitted.
- 7.12 No BBQ grills, turkey fryers, or other cooking equipment shall be allowed in the Pool area.

## **8.0 POOL USAGE-HEALTH**

- 8.1 All persons must be clean before entering the Pool.
- 8.2 Admission to the Pool is denied to anyone wearing bandages, or with skin abrasions, colds, coughs, extremely inflamed eyes, open sores, infections, excessive sunburn, nasal or ear discharge, evidence of contagious disease or other symptoms which are determined to be detrimental to the health of other.
- 8.3 Spitting, spouting of water, blowing the nose or urinating or defecating in the Pool is prohibited at all times.
- 8.4 No pets of any kind are allowed in the Pool or the Pool area.
- 8.5 The Pool is a non-smoking area and smoking is not allowed in the Pool area.

## **9.0 POOL USAGE-GUESTS**

- 9.1 All HWCA Residents have the right to bring a maximum of two (2) Guests.
- 9.2 Residents must accompany their Guests at all times. No Guests shall be allowed to occupy the Pool area unaccompanied by his/her Resident host.
- 9.3 All Guests in excess of two (2) must pay an entry fee, the amount of which shall be determined by the Board of Directors from time to time, and which shall be uniformly assessed, on a per person basis, upon entering the Pool area when a Pool attendant is on duty.
- 9.4 In no event may a Resident extend guest privileges to an unknown person soliciting Pool entry.
- 9.4 Guests may not bring other Guests to the Pool.

## **10.0 POOL USAGE-SUSPENSION**

- 10.1 HWCA may suspend the Pool privileges of anyone for the swimming season that repeatedly violates Pool Rules, who trespasses, or who commits acts of vandalism at the Pool.
- 10.2 HWCA may suspend the Pool privileges of anyone for up to three (3) days for violating any Pool Rule.
- 10.3 Residents suspended for Pool Rule violations will be notified in writing by HWCA of the reason for suspension, effective date of suspension, and that their entry code Tag has been disabled.

## **11.0 DAMAGE TO HWCA PROPERTY**

- 11.1 Under Article IV, Section 2 (P) of the Bylaws of HWCA, unit owners are responsible for damage to HWCA property by their negligence or the negligence of the owner's tenants, agents, guests, invitee or licensees. Therefore, HWCA will give written notice to the unit owner for assessment claims for damage or injury to HWCA property for reimbursement or, if necessary, take legal action to recover damages.

## **12.0 RIGHT TO APPEAL VIOLATION**

- 12.1 Upon receipt of a written notice from HWCA for Pool Rule violations, the owner/resident of the unit may submit a written request to HWCA to meet with the Board of Directors at the next regularly scheduled Board of Directors meeting to discuss such violation. All written requests to meet with the Board of Directors must be submitted to HWCA in care of its management company within thirty (30) days of the date of the written notice of Pool Rule violation.



### **13.0 AMENDMENTS**

- 13.1 The Board of Directors of HWCA reserves the right to alter or amend these Swimming Pool Rules and Regulations, as it deems necessary, from time to time.

[FORM] EXHIBIT "1"  
 HWCA SWIMMING POOL RULES AND REGULATIONS ACKNOWLEDGEMENT

I acknowledge receipt of the Pool Rules ("Rules") governing the use of the swimming pool at **HAMMERLY WOODS CONDOMINIUM**. I have read the Rules, I understand them, and I agree to comply with them. I agree that my use of the **HAMMERLY WOODS CONDOMINIUM** swimming pool will be on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT BENEFIT OF A LIFEGUARD**. I fully understand that in utilizing the Pool without the benefit of a lifeguard, that there are risks of injury or death to myself or others, whether or not I swim alone or with others present. I understand that without the presence or the benefit of a lifeguard, there is a possibility of injury or death by drowning or other risks. I am voluntarily using the swimming pool **WITHOUT BENEFIT OF A LIFEGUARD AND ON A SWIM AT YOUR OWN RISK BASIS** with full knowledge of the dangers involved, fully assuming all risks of injury and death.

I understand and agree that the Hammerly Woods Condominium Association, Inc., a Texas non-profit corporation (the "Association"), its managing agent, and/or the respective affiliates, directors, officers, agents, and employees of the Association (collectively, the "Released Parties") are not responsible for any injury, death, damage, loss of property which I may suffer as a result of my use of the swimming pool for any reason whatsoever. I expressly waive any and all claims against, and release the Released Parties, jointly and severally, of and from any claims of injury or death, damages, or any causes of action whatsoever arising from my use of the swimming pool on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT THE BENEFIT OF A LIFEGUARD**, irrespective of whether any such injury, death, damage, or cause of action is a result of the acts, omissions, or negligence of the Released Parties in whole or part. This waiver and release shall be binding upon by heirs, assigns, and estate representatives.

Further, to the extent permitted under the Rules, in the event that I allow or bring a guest or invitee or my child or children (or child or children of any guest or invitee) into the pool area, I agree that (i) I shall accompany such guest(s), invitee(s) or children at all times while in the pool area, (ii) I shall make each such guest(s), invitee(s), and child aware that there is no lifeguard present and that their respective use of the pool is on a **SWIM AT YOUR OWN RISK BASIS WITHOUT THE BENEFIT OF A LIFEGUARD**, (iii) I shall at all times supervise and assume full responsibility to ensure compliance with all of the Rules by such guest(s), invitee(s) or children, and (iv) I shall be liable for, and release and indemnify the Released Parties of and from any claims or damages whatsoever (including those resulting from injury or death) brought or asserted by such guest(s), invitee(s), or child or children (or their parents, guardians, heirs or estate representatives), arising from the use of the swimming pool on a **SWIM AT YOUR OWN RISK BASIS WITHOUT THE BENEFIT OF A LIFEGUARD**.

\_\_\_\_\_ Date \_\_\_\_\_  
 Owner/Resident

\_\_\_\_\_  
 Unit No.

Residents of the above Unit using the Pool are:

Name:	Over the age of 12 (Y or N)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Unit Pool Entry Code: \_\_\_\_\_

Pool Tag Number: \_\_\_\_\_

FILED FOR RECORD

8:00:00 AM

Monday, June 19, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Monday, June 19, 2017



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



**SECRETARY'S CERTIFICATE  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION  
A Texas Non-Profit Corporation**

**Resolution Regarding Payment Agreements**

The undersigned, being the duly elected, qualified and acting Secretary of Hammerly Woods Condominium Association, 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 18, 2018.

102  
102

WHEREAS, the Association manages and administers the Hammerly Woods Condominium No. I, and the Hammerly Woods Condominium No. II (the Condominium), pursuant to (i) the "Condominium Declaration for Hammerly Woods Condominium No I" filed for record under County Clerks File Number E951888 and to (ii) the "Condominium Declaration for Hammerly Woods Condominium No II" filed for record under County Clerks File Number F758802, in the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"),

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 Hammerly Woods Condominium Association,

AND WHEREAS, the Board of Directors of Hammerly Woods Condominium Association, wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Hammerly Woods Condominium Association 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.



- 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.

Gabriela Ostria  
 Gabriela Ostria, Secretary for  
 Hammerly Woods Condominium Association  
 a Texas Non-Profit Corporation

1/18/2018  
 Date

THE STATE OF TEXAS §  
 §  
 COUNTY OF HARRIS §

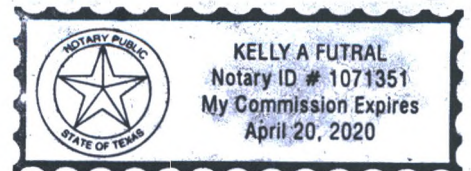
KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 18<sup>th</sup> day of January, 2018, by Gabriela Ostria, Secretary of Hammerly Woods Condominium Association, a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
 Notary Public in and for the State of Texas

Record and Return to:

HAMMERLY WOODS CONDOMINIUM ASSOCIATION  
 c/o Creative Management Company  
 8323 Southwest Freeway, Suite #330  
 Houston, TX 77074



FILED FOR RECORD

8:00:00 AM

Monday, February 12, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Monday, February 12, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS





**CORPORATE RESOLUTION**  
**Hammerly Woods Condominium Association**  
**A Texas Non-Profit Corporation**

**Collection Policy**

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The undersigned, being the duly elected, Board of Directors for Hammerly Woods Condominium Association, a Texas non-profit corporation, (the "Association"), 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 18, 2018.

WHEREAS, WHEREAS, the Association manages and administers the Hammerly Woods Condominium No. I, and the Hammerly Woods Condominium No. II (the Condominium), pursuant to (i) the "Condominium Declaration for Hammerly Woods Condominium No I" filed for record under County Clerks File Number E951888 and to (ii) the "Condominium Declaration for Hammerly Woods Condominium No II" filed for record under County Clerks File Number F758802, in the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), 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 interest of the community, pursuant to state and its governing documents; and

WHEREAS, on or around December 7, 2001 a collection policy was adopted by the Board of Directors for Hammerly Woods Condominium Association and filed of record under Harris County Clerks file number V507262 on December 31, 2001; and

AND WHEREAS, from time to time it may become necessary to make general changes or amendments to the collection policy; or the members of the Board may change and it is necessary to amend the collection policy or acknowledge and restate the collection policy already in force;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Hammerly Woods Condominium Association acknowledges and adopts the collection policy attached hereto and makes this policy a matter of Association record.

*Collection Policy*  
*for*  
*Hammerly Woods Condominium Association*



**CORPORATE RESOLUTION**  
**Hammerly Woods Condominium Association**  
**A Texas Non-Profit Corporation**

**Collection Policy Relating to Assessments and Special Assessments**

PROCEDURE	DAYS PAST DUE	CHARGE TO ACCT	OTHER INFORMATION
First monthly statement	10	\$25.00	reminder of balance due \$50.00 or more
Second monthly statement	30	None	reminder of balance due \$5.00 or more
Certified Demand for Payment	45	None	States that we may be reporting to the credit bureau, or will refer the account to legal counsel for collection, requests payment within 30 days
Refer to atty for lien/foreclosure	75 105 125	\$ varies \$ varies \$ varies	30 day Notice of Default Posting for Foreclosure (21 days prior to f/c) Trustees Sale (First Tuesday of each month)
Eviction / collection of rents	135	varies	Will pursue eviction of owner and/or collection of rents once foreclosure occurs. If an owner exercises the right of redemption after foreclosure, the owner will be charged an additional fee in the amount of \$25.00 per month for Management to administer the redemption agreement. This fee will be charged to the account and disbursed to Management only after it is collected from the owner. This fee will be in addition to any legal fees incurred.
Termination of services (i.e. basic cable service, water, water, etc.)		varies	As the Association pays for certain services to a unit, these services may be terminated due to non-payment of assessments
Repeated delinquencies			If a homeowner is continuously delinquent, the Association reserves the right to bypass collection notices and refer the account directly to the law firm for foreclosure
Payment agreements			If a homeowner is in need of a payment agreement, the owner will be charged an additional fee in the amount of \$25.00 per month for Management to administer the payment agreement. This fee will be charged to the account and disbursed to Management only after it is collected from the owner. This fee will be in addition to any legal fees incurred
NSF Fee			Any payment returned NSF will result in a \$25.00 fee being charged to the account

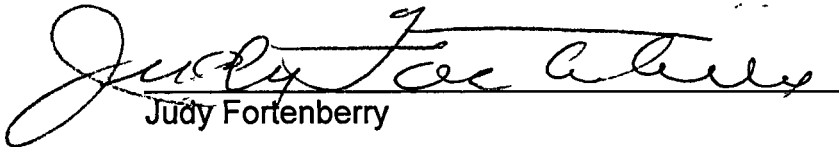
*Collection Policy  
for  
Hammerly Woods Condominium Association*

**CORPORATE RESOLUTION**  
**Hammerly Woods Condominium Association**  
**A Texas Non-Profit Corporation**

**Collection Policy relating to Assessments and Special Assessments**

The foregoing collection policy is approved and adopted by the Board of Directors, dated this the 18 day of January, 2018.

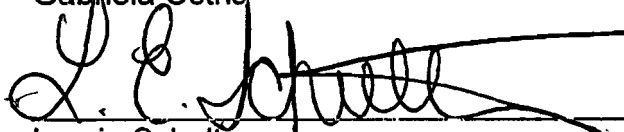
  
\_\_\_\_\_  
Virginia Dietz, President

  
\_\_\_\_\_  
Judy Fortenberry

\_\_\_\_\_  
Adria Garza

\_\_\_\_\_  
Alvin Johnson IV

  
\_\_\_\_\_  
Gabriela Ostria

  
\_\_\_\_\_  
Laurie Schultz

*Collection Policy  
for  
Hammerly Woods Condominium Association*

**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.

FILED FOR RECORD

8:00:00 AM

Monday, February 12, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Monday, February 12, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2  
Notice  
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**SECRETARY'S CERTIFICATE  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION  
A Texas Non-Profit Corporation**

102

**Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions  
This policy replaces and supersedes any and all violation policies previously filed of record**

The undersigned, being the duly elected, qualified and acting Secretary of Hammerly Woods Condominium Association, 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 February 15, 2018.

WHEREAS, the Association manages and administers the Hammerly Woods Condominium No. I, and the Hammerly Woods Condominium No. II (the Condominium), pursuant to (i) the "Condominium Declaration for Hammerly Woods Condominium No I" filed for record under County Clerks File Number E951888 and to (ii) the "Condominium Declaration for Hammerly Woods Condominium No II" filed for record under County Clerks File Number F758802, in the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"),

200

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 assessments for violation of the rules and regulations and deed restrictions of Hammerly Woods Condominium Association ,

AND WHEREAS, the Board of Directors of Hammerly Woods Condominium Association , wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Hammerly Woods Condominium Association sets the policy as follows:

The unit owner will be sent a First Notice upon inspection of a said violation requesting immediate cure of same. The First Notice will advise the unit owner that he has the right to request a hearing before the Board of Directors. Said request for a hearing must be received in writing within 30 days from the date of the letter. It will also advise him that a violation assessment ranging from \$25.00 to \$200.00 will be imposed if the violation is not cured. If said violation is not cured within 30 days, the unit owner will be sent a Second Notice;



The Second Notice will impose a violation assessment in the amount of \$50.00 for each infraction of the Deed Restrictions for Hammerly Woods Condominium Association;

The Third Notice will impose a violation assessment in the amount of \$100.00 for each infraction of the Deed Restrictions for Hammerly Woods Condominium Association;

The Fourth Notice, and each notice thereafter, will impose a violation assessment in the amount of \$200.00 for each infraction of the Deed Restrictions for Hammerly Woods Condominium Association

Should the violation not be cured after processing the Fourth Notice, the Unit and Violation will be discussed among the Members of the Board at a Board of Directors Meeting in order to determine the next step to be taken in deed restriction enforcement.

If said violation is not cured upon imposing the initial violation fine, the Association will follow through with any remedy available to have the violation corrected, this will include, but not be limited to, employing an attorney to file a lawsuit against the owner.

Payment for all costs incurred will become the responsibility of the owner.

Gabriela Ostria  
**GABRIELA OSTRIA** Secretary for  
Hammerly Woods Condominium Association  
a Texas Non-Profit Corporation

2/15/18  
Date

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF HARRIS §**

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2018, by Gabriela Ostria, Secretary of Hammerly Woods Condominium Association, a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for the State of Texas

Record and Return to: Hammerly Woods Condominium Association ✓  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions  
Hammerly Woods Condominium Association

FILED FOR RECORD

8:00:00 AM

Thursday, April 19, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Thursday, April 19, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



6  
Notice  
T

RP-2018-371485  
08/14/2018 RP2 \$36.00

**SECRETARY'S CERTIFICATE OF  
Hammerly Woods Condominium Association**

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Hammerly Woods Condominium Association, a Texas non-profit corporation, the corporation set forth in (i) the "Condominium Declaration for Hammerly Woods Condominium No I" filed for record under County Clerks File Number E951888 and (ii) the "Condominium Declaration for Hammerly Woods Condominium No II" filed for record under County Clerks File Number F758802, in the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

2EE

(A). Vehicle Registration, Operation and Parking Rules

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 24 day of May, 2018.

Gabriela Ostria  
\_\_\_\_\_  
Gabriela Ostria, Secretary of  
Hammerly Woods Condominium Association  
a Texas non-profit Corporation

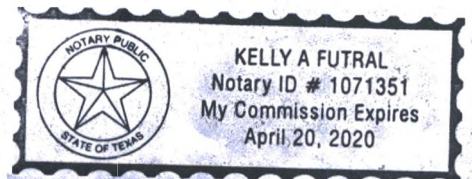
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THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of May, 2018, by Gabriela Ostria, Hammerly Woods Condominium Association, a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
\_\_\_\_\_  
Notary Public in and for the State of Texas

Record and Return to: Hammerly Woods Condominium Association ✓  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074





## Hammerly Woods Condominiums

### VEHICLE REGISTRATION, OPERATION, and PARKING

1. **Vehicle Registration:** New residents must register vehicles within 72 hours (three (3) business days) of move in and obtain an Association approved parking stickers and barcode window stickers (for property access). To register a vehicle resident must contact the Management Company Office and provide required vehicle information, valid driver's license number, and proof of liability insurance. Vehicle must have current registration. In addition, new vehicles, replacement or additional vehicles associated to a unit must be registered within 72 hours (three (3) business days).
2. **Parking stickers:** All resident motor vehicles on the property must be registered and must display a current Association approved parking sticker affixed to the bottom of the driver side front window. If a vehicle is parked on the property for more than 72 hours (three (3) business days) without this sticker or making temporary arrangement with the Management Company, it is subject to being given a 48 hour tow-away notice.
  - a. Association approved parking stickers are issued without charge upon registration of the vehicle. All new residents must register vehicles under his/her control immediately upon assuming residency on the property, and must immediately affix the sticker(s) to the vehicle (s). Vehicles not properly displaying the stickers, or temporary arrangements not being made within 72 hours of move -in, may be tagged for notice of tow-away. New/replacement and rental vehicles are subject to same requirement.
  - b. Parking stickers are not issued for RV's, trailers, boats, trucks (except pickups), commercial vehicles of any kind, and vehicle displaying advertising signs, trucks with racks above truck beds, or other vehicles deemed to be a nuisance by the Association, nor will these vehicles be permitted to park regularly, be stored, or kept within the property at any time.
  - c. Each unit can be assigned two permits. The number of stickers issued to a unit will not exceed the number of licensed drivers in permanent, daily residence of that unit. Requests for more than two stickers per unit require approval of the Association.
3. **Barcode Window Sticker or Barcode Card:** All resident motor vehicle gate access onto property will be by either barcode window sticker or barcode card. Upon registration the barcode window sticker must be immediately affixed on the rear driver side window, where the barcode reader will be in range of the barcode. New owners and residents are required to register their vehicle and will receive their barcode window stickers at that time. It is a violation for resident barcode cards to be passed forward to new unit owners when a unit sells.
  - a. Each new unit owner can receive two (2) barcode window stickers at the time of registration free of charge. Tenants must purchase barcode window stickers for \$5.00 or barcode cards for \$10.00



- b. Barcode cards are sold at a cost of \$10.00. Replacement barcode cards can be purchased for \$10.00 and barcode stickers for \$5.00. Please report lost or stolen barcode cards to Management Company immediately.
  - c. Barcode window stickers and barcode cards are not issued for RV's, trailers, boats, trucks (except pickups), commercial vehicles of any kind, and vehicle displaying advertising signs, trucks with racks above truck beds, or other vehicles deemed to be a nuisance by the Association.
  - d. The number of barcode stickers or barcode cards issued to a unit will not exceed the number of licensed drivers in permanent, daily residence of that unit. Requests for more than two barcode stickers or barcode cards per unit require approval of the Association.
- 4. **Parking Assignment:** Each unit on the property is pre-assigned parking space(s), and residents are expected to utilize these assigned spaces. Each resident must utilize the parking space assigned to his/her/their respective unit first prior to utilizing any visitor or open resident parking space.
- 5. **Guest Entry to Property:** Guests entering the property must use the keypad dial system to access the property. Guests will dial the unit number; this will call the resident phone line that was provided during vehicle registration. Resident will then allow access to the gate entry system, so the guest can enter the property.
- 6. **Guest Parking:** Guests of residents may park in the spaces marked "Visitor Parking" on property streets. If a guest is expected to have a vehicle on the property for more than 48 hours it is the responsibility of the resident to notify the Management Company, with a description of the vehicle, including license plate number and name and phone number of the responsible resident. All vehicle Rules apply to guest vehicles.
- 7. **Unauthorized Vehicle Access to Property:** Non-resident vehicles driving onto the property that have not dialed through the keypad to access the property is considered an unauthorized entry. Residents should report unauthorized vehicle entry incidents to the Management Company. Please provide the date, time, make, model of car, license plate number, and associated unit number, along with a photo of the vehicle (license plate included) if possible. If an unauthorized vehicle has entered the property, and the driver is displaying suspicious behavior, call authorities to report right away and then contact the Management Company.
- 8. **Vehicle operation:** Each owner, resident, and guest shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the parking area so as to minimize the risk of property damage and personal injury. To facilitate access in the parking areas, all vehicles must be parked as far forward in each parking space as possible, also correctly facing corresponding lane on street. Vehicles parked on the streets not accurately facing the corresponding side of the street are subject to immediate towing.



9. **Speed Limit:** The posted speed limit on the property is 10 MPH. Residents not respecting the speed limit or driving recklessly on the property are in violation and subject to fines.
10. **Permitted Vehicles:** For the purpose of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger truck, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) in any parking area or any other area within the property. Without limitation, a vehicle shall be deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or is incapable or being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, commercial vehicles, and vehicles displaying advertising signs, trucks with racks above truck beds, trucks (other than standard sized pick- up trucks), trucks with "dualie" wheels and the like shall not be parked in any parking area or any other area within the property. No motorcycles without mufflers shall be permitted on or within the property. Nor shall any other vehicles deemed to be a nuisance by the Association. Exception: Commercial vehicles actively servicing or making repairs on the property are permitted on the property only for the duration of the service call or until the repair is made.

*This does not apply to commercial vehicles being used to service the property for active work purposes.*

11. **Vehicle Maintenance and Repair:** Repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
12. **Vehicle Washing:** Vehicles may be washed on the property as long as the rules outlined below are strictly adhered to:
- a) Only vehicles of owners and tenants in permanent daily residence of a unit may be washed on the property.
  - b) There must be a water control nozzle attached to the hose. Water must not be freely flowing from the hose.
  - c) The washing of vehicles is allowed between the hours of 9:00am and 8:00pm.
  - d) Vehicle washing must take place in assigned parking spot only. Washing a vehicle in a common area, open resident parking or visitor parking is a violation.
  - e) Care must be taken not to disturb other residents or resident vehicles with overspray, noise control,
  - f) Complete clean-up after car washing is required, no wash rags and drying towels or detergent left in sight or stored in carport; hose must be wrapped on hose reel.
13. **Space Use:** Because of limited parking, all parking spaces in the property shall be used for parking purposes only, and may not be used for storage, with the exception of an Association

approved (provided) trash bin against the assigned carport wall. No parking space shall be converted for living, recreational or business purposes; nothing shall be stored in any parking space. Residents are asked to keep their parking areas clean and picked up. Otherwise the Association will remove items in the assigned parking area at the resident's expense after twenty four (24) hour written notice. NOTICE - Items deemed to be unsafe, dangerous or unsightly will be removed without notice at the resident's expense.

14. **Limitation of Number of Vehicles per Unit:** Because of the limited parking, no owner or resident may park more vehicles within the property at any time which exceeds the number of assigned parking spaces allocated to such unit plus one (1). Enforcement of this rule shall be subject to being waived as to any owner or resident who has vehicles in excess of the permitted number as of the effective date of these rules; and to owners who are assigned only one parking space for their unit. Those owners shall use the uncovered resident "open parking" spaces available.
15. **Assigned Parking Spaces:** Owners and residents shall not permit their family, guests, or invitees to use other owner's assigned parking spaces. Unauthorized vehicle parking in an assigned space are subject to being towed without notice upon the condition that the same is removed by an insured towing company. It is suggested the owner use the towing company approved by the Association and posted at the entrance of the property. The removal of a vehicle from an assigned parking space is the sole responsibility of the owner of the unit to which the space is assigned.

*If your vehicle or your guest's vehicle has been towed, the towing telephone number is listed on the signs posted at the entrance and throughout the property.*

16. **No Obstruction:** No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the property. No vehicle may be parked, even temporarily, in spaces reserved for other owners or residents, in fire lanes, within 15 feet of a fire hydrant, parked facing opposite the corresponding lane, or in any area which may be designated as "No Parking". No vehicle may be parked in a guest parking area more than two (2) days without being moved. No vehicle may be parked behind vehicles in the designated carport spaces, including motorcycles. All obstruction violations are subject to immediate tow at vehicle owner's expense.
17. **Nuisance:** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No owner, resident or guest shall cause or permit the blowing of a horn of any vehicle in which the resident or his or her guest or family shall be occupants while approaching or in the parking areas serving the condominium. No vehicle may be kept on the property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules. Go carts, mini operational vehicles (made for children) and similar vehicles shall not be operated on the property.

**18. Inoperable, Unlicensed or Unused Vehicles:** All registered vehicles must conform to all local, state, and federal regulations, must be in safe driving and running order, must display valid license plates and inspection sticker, and must be in regular use by the resident. No vehicles, registered or not, may be stored unused on the property. A vehicle parked for more than two weeks (14 days) without being moved is considered to be a stored vehicle. Therefore, residents should notify the Management Company of an impending vacation or other extended absence. The vehicle will either be tagged for tow or Owner/tenant will be subject to fines for this violation.

**19. Violations:** Any vehicle in violation of these Rules may be stickered, wheel-locked and towed pursuant to the Texas towing statute, or otherwise removed from the property by the Board at the expense of the vehicle's owner. In addition or in lieu of the foregoing, the Association shall be entitled to fine and to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these rules. The Association exercises these remedies of Rules Violations.

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

FILED FOR RECORD

8:00:00 AM

Tuesday, August 14, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Tuesday, August 14, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



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RP-2018-371486  
08/14/2018 RP2 \$20.00

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**SECRETARY'S CERTIFICATE OF  
Hammerly Woods Condominium Association**

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Hammerly Woods Condominium Association, a Texas non-profit corporation, the corporation set forth in (i) the "Condominium Declaration for Hammerly Woods Condominium No I" filed for record under County Clerks File Number E951888 and (ii) the "Condominium Declaration for Hammerly Woods Condominium No II" filed for record under County Clerks File Number F758802, in the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

2EE

- (A). Trash Rules

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 20<sup>th</sup> day of July, 2018.

Gabriela Ostria  
Gabriela Ostria, Secretary of  
Hammerly Woods Condominium Association  
a Texas non-profit Corporation

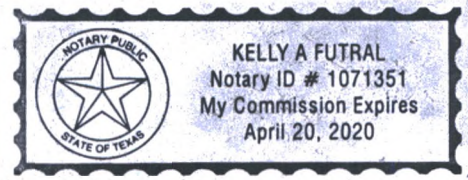
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THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20<sup>th</sup> day of July, 2018, by Gabriela Ostria, Hammerly Woods Condominium Association, a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for the State of Texas

Record and Return to: Hammerly Woods Condominium Association  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



## Hammerly Woods Condominiums

### TRASH RULES

#### 1) Trash Management:

- a) One 96 Gallon green trash bin has been assigned to each unit by the HOA. The unit number is posted on the top of each trash bin.
- b) All trash must be bagged and placed in green bins. Cardboard can be broken down and put in bins.
- c) All trash must be contained in the trash bin.
- d) Green trash bins must be stored against the associated unit carport fence or unit assigned bin storage spot.
- e) Storing green trash bins on driveway, driveway line of carports or property fence line is prohibited.
- f) Uncontained trash and/or heavy trash storage in carports or common areas is prohibited.
- g) Residents are responsible for maintaining the cleanliness of the trash bin assigned to their unit.
- h) Each resident shall exercise reasonable care to avoid making or permitting to be made noxious odors from the trash and trash bins that are likely to disturb residents of other units.

#### 2) Bi - Weekly Trash Pick-Up:

- a) Trash pickup is scheduled for Tuesdays and Fridays.
- b) Residents are responsible for moving trash bins up to the front of carport on the day/s of trash pick-up, beginning at dawn on the day/s of trash pickup.
- c) If a trash bin is not moved to the front of the carport on the scheduled pickup day the trash bin will not be picked up.
- d) Residents are responsible for moving trash bins back to the approved storage spot, against the associated unit carport fence or unit assigned bin storage spot on the same evening of trash pickup.
- e) Approved times for trash bins to be at front of carport are from morning to evening on the day/s of trash pickup.

#### 3) Heavy Trash Days (Dumpster on-site):

- a) Residents have access to the dumpster for heavy trash disposal on scheduled dates, once a month, for three days (depending on how quickly the dumpster fills up).
- b) Residents are responsible for making arrangements to have their contractor dispose of the used building materials off property for remodel. This applies to old carpeting and padding, used building materials, cabinets, wood, appliances (refrigerators, stoves, dishwashers, washers and dryers), plumbing fixtures (water heaters, sinks and toilets) etc.
- c) Residents are responsible for arranging to have large items such as beds, couches, vehicle tires removed off property.
- d) Dumping of perishables and bulk food items prohibited.
- e) Commercial and non-resident dumping is prohibited.
- f) Resident dumping of off-site materials is prohibited.
- g) Dumping outside of scheduled heavy trash days, in designated dumpster area is prohibited.
- h) Small dumpsters ordered for individual unit use is prohibited.

- 4) **Heavy Trash Days Schedule:** Scheduled dates for the month will be announced at Home Owner Association meetings and posted in the mail room for the following month. Scheduled dumpster dates are subject to change.

#### 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.

FILED FOR RECORD

8:00:00 AM

Tuesday, August 14, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Tuesday, August 14, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



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RP-2018-371487  
08/14/2018 RP2 \$28.00

**SECRETARY'S CERTIFICATE OF  
Hammerly Woods Condominium Association**

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Hammerly Woods Condominium Association, a Texas non-profit corporation, the corporation set forth in (i) the "Condominium Declaration for Hammerly Woods Condominium No I" filed for record under County Clerks File Number E951888 and (ii) the "Condominium Declaration for Hammerly Woods Condominium No II" filed for record under County Clerks File Number F758802, in the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

2EE

(A). Window Treatment Rules

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 26<sup>th</sup> day of July, 2018.

Gabriela Ostria  
Gabriela Ostria, Secretary of  
Hammerly Woods Condominium Association  
a Texas non-profit Corporation

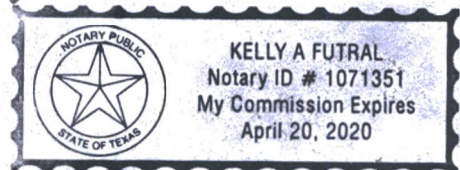
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THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26<sup>th</sup> day of July, 2018, by Gabriela Ostria, Hammerly Woods Condominium Association, a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for the State of Texas

Record and Return to: Hammerly Woods Condominium Association ✓  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



## Hammerly Woods Condominiums

### WINDOW TREATMENTS, WINDOWS, SCREENS, DOORS & HARDWARE RULES

- 1) **Window Treatments:** Installation of window treatments is the sole expense of the unit owner. All unit windows must have approved window treatments installed inside unit, as follows:
  - a) All portions of a window treatment (including, without limitation, a drape, blind, shade or shutter) that is visible from the exterior of the unit must be white.
  - b) Do not hang blankets, flags, sheets, or cardboard, etc. on the inside of the windows.
  - c) Aluminum foil, tenting and reflective window treatments are expressly prohibited, and;
  - d) Window treatments must be maintained in good condition and must be removed or repaired if they become stained or torn, damaged or are otherwise unsightly in the opinion of the Board of Directors.
  
- 2) **Windows:** Owners are responsible for maintaining the windows of their unit. The Home Owners Association (HOA) is responsible for the window frame only:
  - a) All windows should be kept clean and in good repair.
  - b) Broken windows must be replaced.
  - c) Residents shall not cover the window panes with paint.
  - d) Residents shall not use tinted windows.
  - e) Residents must obtain HOA approval via Architectural Control Committee Request (ACC) form before installing new windows.
  - f) Owners may replace the windows of his or her unit only with windows that have white trim. No other colors are allowed in order to maintain uniformity throughout the property.
  
- 3) **Window Screens:** Owners are responsible for maintaining the screens of their unit. The standard window screen trim is white vinyl.
  - a) Residents shall not use tinted screens.
  - b) Residents must obtain HOA approval via ACC form before installing Solar screens.
  - c) Aluminum window screens installed and existing as of the date of these Rules are "grandfathered", provided that such owner shall maintain such window screen in an appropriate, attractive condition. Provided further, that after an owner has replaced his or her window(s) with replacement window(s) having a white trim, aluminum window screens shall not be allowed and may not be re-installed.
  
- 4) **Burglar Bars:** Burglar bars are prohibited. Burglar bars which exist on or within a unit as of the effective date of these Rules are "grandfathered", provided that the burglar bars comply with the following requirements and are not damaged or otherwise unsightly in the opinion of the Board of Directors:

- a) Entry door and back door burglar bars are painted white to conform with the below rule; storm doors must have white trim, in order to maintain uniformity throughout the property.
- b) Window burglar bars are painted white to conform with the above rule, all treatments and window trim must be white; in order to maintain uniformity throughout the property. This applies to both interior and exterior burglar bars.
- c) Prior to the time a unit is sold, all interior and exterior burglar bars must be removed.

**5.) Door & Door/Patio Gate Hardware:** Each owner, at his or her sole cost and expense, must maintain, repair and replace any damaged exterior door (entry door, back door, storage door, storm door) threshold and hardware for his or her unit. Any such repair or replacement shall be in accordance with the architectural standards of the Association; i.e., entry door, back door and storage doors existing as of the date of these rules are "grandfathered", provided that such owner shall maintain such doors in an appropriate, attractive condition in the opinion of the Board of Directors.

**6.) Door Standards:**

- a) Entry door: 6 Panel Door
- b) Storage door: Plain Door
- c) Back Door: Plain Door
- d) Storm door: Storm doors with white trim.

**7.) Door Color Standards:** In order to maintain uniformity throughout the property, paint colors for entry doors, patio doors, storage room doors and associated trim shall be painted a color specified by property standards as selected by the HOA, and must be used when painting new or existing doors and trim work.

**8.) Hardware Standards:**

- a) Entry door, storage doors, back doors and storm doors: brushed (non-shiny) metal - (all doors)
- b) Patio Gates: Brushed (non-shiny) metal - deadbolt locks only. Deadbolt locks are optional and installed at the sole cost and expense of the unit owner.

**9.)** Should the owner fail to maintain or replace or paint the front, back or storage room door(s) after due notice, the HOA will have the right to do so at the unit owner's expense.

**10.)** Should the HOA incur expenses such as attorney charges or the cost of employing an outside contractor to maintain or replace or paint either the front door, back door, storage door or storm door(s) the expense will be assessed to the owner through the HOA.

- 11.)** When the HOA paints the exterior of the building/s, the HOA will be responsible for painting the exterior of the front door, backdoor and storage room door of all units. Should repairs and/or extra preparation be required beyond regular paint preparation, the additional cost incurred to do this work will be the unit owner's responsibility.
- 12.)** When it becomes necessary for the unit owner to replace a specific door, it may be replaced with a door that meets the standard stated above. Should a change in style, type or color be desired, an ACC form must be submitted to the HOA for approval.
- 13.)** Thresholds are required to be in place for all doors of all units. The Association will not be held responsible for water damage to interior or exterior wall surfaces resulting from lack of threshold.

FILED FOR RECORD

8:00:00 AM

Tuesday, August 14, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Tuesday, August 14, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

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**LEASING AND OCCUPANCY  
RULES AND REGULATIONS**

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

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The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on October 25, 2018, with at least a majority of the Board of Directors present, the following resolutions was duly made and approved by the Board of Directors:

**WHEREAS**, the Association is responsible for the administration, governance and maintenance of the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II**; and

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

**WHEREAS**, without limitation: Section 82.102(a) (7) of the Texas Property Code authorizes the Association, acting by and through its Board of Directors, to adopt and amend rules regulating the use, occupancy, leasing or sale of the units; Article V, Section 10(P) of the Bylaws authorizes the Association, acting by and through its Board of Directors, to make and enforce compliance rules and regulations relative to the operation, use, and occupancy of the dwelling units, common elements, and Association facilities; and

**WHEREAS**, the Board of Directors for the Association has deemed it necessary to adopt Rules and Regulations relating to leasing and occupancy of the units in the Condominium;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors on behalf of the Association hereby adopts the following Leasing Rules and Regulations titled "Leasing and Occupancy Rules and Regulations", as follows:

## **LEASING AND OCCUPANCY RULES AND REGULATIONS**

[Capitalized terms used herein have the meaning set forth in the Declaration. In particular, pursuant to the Declaration, the terms "Unit" or Dwelling Unit", are synonymous with "apartment"]

### **1. OCCUPANCY STANDARDS.**

- (a) **NUMBERS.** A Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- (b) **OCCUPANCY DEFINED.** Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any twelve (12) month period.

### **2. TERM OF LEASES.**

The Declaration provides that "...dwelling units shall not be leased by the Owners thereof for transient or hotel purposes, which shall be defined as a rental for any period less than 180 days."

No Unit shall be leased, rented, or used for any other occupancy sharing arrangement for a term of less than six (6) months. No lease, rental, or other occupancy sharing arrangement for hotel or transient use shall be allowed.

### **3. TENANT SCREENING.**

- (a) Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to Hammerly Woods Condominium at the time such lease application is made/lease entered into (the "Tenant Screening" herein).
- (b) In the event that any Owner fails or refuses to perform a Tenant Screening, in addition to the remedies of the Association as set forth in Paragraph 8 below, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas

leasing similar property would have considered unfavorable and grounds for rejection of lease approval.

- (c) Further, in the event that the Tenant Screening discloses matters which a reasonable and prudent landlord in Houston, Harris County Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research.
- (d) The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Unit in the property.

**4. TENANT CONDUCT.**

Each Owner shall be responsible for and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, or any of the tenant/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.

**5. LEASE REQUIREMENTS.**

Each lease of any Unit must: (i) be in writing, and (ii) provide that such lease is specifically subject in all respects to the provisions of the Declaration, Bylaws, and any rules and regulations of the Association; and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such lease.

**6. PROHIBITION AS TO COMMERCIAL USE.**

The Declaration provides that "Each Condominium Unit shall be occupied and used by the respective Owners as a private residential dwelling only for the owner, his family, guest, tenants, guests, and for no other purpose."

No business, professional, or other commercial activity of any type shall be operated from or out of any Unit.



The use of any Unit for hotel, motel, transient use, or other "occupancy sharing" use by individuals who do not utilize such Unit as a bona-fide primary or secondary residence shall be for all purposes deemed to constitute a business or other commercial activity prohibited by the Declaration. For purposes of these Leasing Rules, an otherwise permissible "lease" and "leasing" arrangement shall not include any use of any the Unit for hotel, motel, transient, or other "occupancy sharing" use by individuals who do not utilize such Unit as a bona-fide primary or secondary residence. The use of any Unit for hotel, motel, transient, or other "occupancy sharing" use shall be and is strictly prohibited. "Hotel, motel, occupancy sharing, or transient use" shall be defined so as to include, without limitation, any use for which the payment of a state and/or local short-term rental occupancy tax, such as the Texas Hotel Tax, would be applicable. Further, any lease, rental or other occupancy sharing agreement covering less than the entire Unit shall be prohibited. No Unit may be used as a "boarding house" or "rooming house" or other "occupancy sharing" arrangement where less than the entirety of the Unit is subject to a lease, rental, or other occupancy sharing arrangement. An "occupancy sharing" arrangement shall not be deemed to constitute the occupancy of Unit by two or more individuals (related, unrelated, or as "roommates" or otherwise) who utilize such Unit for single family residential use, as their bona-fide primary or secondary residence.

**7. NAMES OF TENANTS, COPIES OF LEASE(S), COMPLIANCE WITH SCREENING REQUIREMENTS.**

- (a) Not later than the 30th day after the date an Owner leases a Unit to a tenant/occupant, as required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, the Owner shall provide the Association with: the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease;
- (b) Not later than the 30th day after the date an Owner leases a Unit to a tenant/occupant, as required by Section 82.114(e)(4) of the Texas Uniform Condominium Act, the Owner shall provide the Association with: the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner; and
- (c) Not later than ten (10) days after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with a written Statement signed by the Owner stating that the Owner conducted the Tenant Screening as required by paragraph 3 above. Such written Statement shall outline specifically, the scope of such Tenant Screening and what records or resources were reviewed in connection with such Tenant Screening. The actual Tenant Screening reports need not be furnished.
- (d) Owners who have leases presently in existence as of the Effective date of these Leasing Rules and Regulations shall, not later than the thirty (30) days after the Effective Date hereof, provide the Association or its managing agent with the information required pursuant to sub-paragraphs (a) and (b) above.

**8. REMEDIES IN THE EVENT OF NON-COMPLIANCE.**

Owners who fail or refuse to provide the documentation required by paragraph 3 and paragraph 7 above within the time required shall be subject to the levy of an initial fine in the amount of One hundred Dollars (\$100.00), with a subsequent fine of One hundred Dollars (\$100.00) per month thereafter until such time that all of the required information is properly delivered.

**9. FURTHER AMENDMENTS.**

As provided by the Declaration, Bylaws, Rules, and the Texas Uniform Condominium Act, the Board of Directors of the Association shall have the continuing right to further amend the Leasing and Occupancy Rules and Regulations from time to time hereafter.

**10. EFFECTIVE DATE.**

These "Leasing and Occupancy Rules and Regulations" of Hammerly Woods Condominium Association, Inc." is/are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

These Leasing and Occupancy Rules shall be effective as of the date same are recorded in the County Clerk's Records of Harris County, Texas.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this 25<sup>th</sup> day of October, 2018.

**HAMMERLY WOODS CONDOMINIUM  
ASSOCIATION, INC., a Texas non-profit  
Corporation**

By: Gabriela Ostria  
(signature)  
Gabriela Ostria  
(name printed)  
Its: Secretary  
(Officer Position)



STATE OF TEXAS

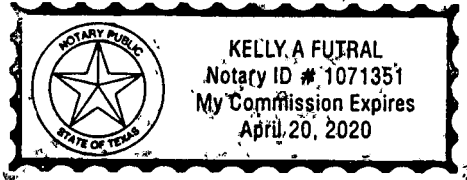
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COUNTY OF HARRIS

This instrument was acknowledged before me on this 25 day of October, 2018, by Gabriela Ostria, Secretary of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

*Kelly Futral*

Notary Public - State of Texas



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

**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.

FILED FOR RECORD

8:00:00 AM

Wednesday, November 21, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Wednesday, November 21, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

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**RULES AND REGULATIONS**

**INSPECTION, REPAIR, MAINTENANCE, AND ALTERATIONS OF ELECTRICAL WIRING  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

---

The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on March 26<sup>th</sup>, 2019, with at least a majority of the Board of Directors present, the following resolutions was duly made and approved by the Board of Directors:

**WHEREAS**, the Association is responsible for the administration, governance and maintenance of the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II**; and

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

**WHEREAS**, without limitation: Section 82.102(a) (7) of the Texas Property Code authorizes the Association, acting by and through its Board of Directors, to adopt and amend rules regulating the use, occupancy, leasing or sale of the units; Article V, Section 10(P) of the Bylaws authorizes the Association, acting by and through its Board of Directors, to make and enforce compliance rules and regulations relative to the operation, use, and occupancy of the dwelling units, common elements, and Association facilities; and

**WHEREAS**, the Board of Directors for the Association has deemed it necessary to adopt Rules and Regulations relating to the inspection, repair, maintenance, and alteration of electrical wiring within the Units in the Condominium;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors on behalf of the Association hereby adopts the following "Rules and Regulations - Inspection, Repair,



Maintenance, and Alterations of Electrical Wiring Rules and Regulations", as follows:

**RULES AND REGULATIONS  
INSPECTION, REPAIR, MAINTENANCE, AND ALTERATIONS OF ELECTRICAL  
WIRING**

[Capitalized terms used herein have the meaning set forth in the Declaration. In particular, pursuant to the Declaration, the terms "Unit" or Dwelling Unit", are synonymous with "apartment"]

**PREAMBLE**

At the time of the original construction of Hammerly Woods Condominium I and Hammerly Woods Condominium II, Units were constructed utilizing aluminum wiring. There are certain hazards associated with aluminum wiring which are well established. Specifically, aluminum wiring expands and contracts differently than other types of wiring, and therefore at any electrical connection where aluminum wiring is joined or connected to any other type of wiring (e.g. copper), the varying degree of expansion and contraction of the joined wiring types may cause the connection to loosen over time, causing sparking or arcing and thereby result in a casualty loss (fire; with resulting injury, death, and/or property damage).

The Association is responsible to obtain and maintain insurance covering the Common Elements and Units (the "Insured Property"). The Association's existing fire insurance policy contains an exclusion for the payment for any loss or damage to the Insured Property resulting from "unprotected aluminum wiring" if such loss or damage results from or is caused directly or indirectly by such "unprotected aluminum wiring", which is defined as "aluminum wiring at an outlet or switch inside a condominium unit that has not been retrofitted with pigtail, CO/ALR, AlumiConn, or COPALUM upgrades by a qualified electrician."

So as to mitigate the risk of damage resulting from any such "unprotected aluminum wiring", and to maintain the insurance coverage covering the Insured Property: (i) all Units must be inspected to determine whether the required Aluminum Wiring Conversion Work (hereafter defined) has been performed as to each of such Units; and (ii) if the required Aluminum Wiring Conversion Work (hereafter defined) has not been performed (or improperly performed), that such required Aluminum Wiring Conversion work (hereafter defined) be performed within such Units.

The "Aluminum Wiring Conversion Work" as set forth in these Rules and Regulations, shall mean (i) the retrofitting of aluminum wiring at every outlet and/or switch inside each Unit with pigtail, CO/ALR, AlumiConn, or COPALUM upgrades by a qualified electrician; or (ii) the utilization of such other retrofitting or remediation techniques deemed acceptable and approved in writing by the Board of Directors and insurance carriers then issuing fire and extended insurance on behalf of the Association covering Insured Property.

Each Owner of a Unit in the Condominium project is responsible for the maintenance and repair of such Owner's Unit, including the electrical wiring that serves only such Unit. Article IV of the Bylaws provides, *inter-alia*, as follows:

"Section 1. Each member shall perform promptly and at his own risk, cost, and expense, all maintenance and repair work with respect to the portion of each apartment owned by him which does not comprise part of the

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common elements and which, if omitted, would adversely affect or jeopardize the safety of the Condominium in which his unit is located or any part or parts thereof belonging in whole or part to other members and each member shall be liable for any damages, liabilities, costs or expenses, including attorney fees, caused or arising out of his failure to promptly perform any such maintenance and repair work."

"Section 10. The Association shall have the irrevocable right, to be exercised by the Directors or Manager or the Association, or any duly authorized agent, to have access to each dwelling unit from time to time during reasonable hours as may be necessary ...to prevent damage to the common elements or to another dwelling unit or units."

The following Rules and Regulations - Inspection, Repair, Maintenance, and Alteration of Electrical Wiring (sometimes referred to herein as these "Rules and Regulations") have been adopted to establish an orderly procedure of the inspection of each Unit within the Condominium Project so as to determine whether the Aluminum Wiring Conversion Work has been heretofore satisfactorily performed within each such Unit, and if not, to establish and impose a deadline upon the Owners of Units mandating that such Aluminum Wiring Conversion Work be performed, with proof of same provided to the Association, within such deadline; and to establish rules governing future repair, maintenance and alterations of electrical wiring within each Unit, as follows:

**A. ALUMINIUM WIRING CONVERSION WORK.** The aluminum wiring conversion work which is required for all Units is described as follows: (i) the aluminum wiring at every outlet and/or switch inside each Unit must be retrofitted with pigtail, CO/ALR, AlumiConn, or COPALUM upgrades by a qualified electrician, or (ii) the utilization of such other retrofitting or remediation techniques deemed acceptable and approved in writing by the Board of Directors and the insurance carriers then issuing fire and extended insurance on behalf of the Association covering Insured Property.

The Aluminum Wiring Conversion Work must have been/must be performed by a licensed electrician. Any questions as to the scope of the Aluminum Wiring Conversion Work, or what is required in the performance of same as of the date of any such work, must be addressed to the Board of Directors or the Association's managing agent.

**B. REQUIRED INSPECTION.** All Units must be inspected to determine whether the Aluminum Wiring Conversion Work required by these Rules and Regulations has been heretofore performed and satisfied with respect to same. Generally, the inspection will include a non-destructive detailed inspection of each electrical switch and outlet, within the Unit. This inspection will be made by the Association, using contractor(s) retained by the Association for such purpose, at the expense of the Association. These inspections are mandatory, and each Owner shall be and is required to allow entry for the purposes of such inspections.

The Association shall maintain a record of each inspection as to each Unit. The Association's records shall reflect which Units have had the Aluminum Wiring Conversion Work performed, and which Units have not.

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**C. OBLIGATION TO MAKE REPAIRS.** If, following the inspection of a Unit, it is determined that the Aluminum Wiring Conversion Work has not been performed, the Owner will be required to complete the Aluminum Wiring Conversion Work, as it is each Owner's responsibility to maintain and keep in repair the electrical lines and components which service such Owner's Unit. Owners shall use only licensed electricians to perform the Aluminum Wiring Conversion Work.

**D. TIME PERIOD TO COMPLETE THE ALUMINIUM WIRING CONVERSION WORK.** If the Aluminum Wiring Conversion Work is required, the Owner of a Unit shall have a period of ninety (90) days in which to complete the Aluminum Wiring Conversion Work. Once the Aluminum Wiring Conversion is complete, proof of the completion of same must be provided to the Association or its managing agent. This proof may be provided by furnishing the Association or its managing agent with a paid receipt or other documentation issued by a licensed electrician which describes the scope of the work performed, which at a minimum must meet or exceed the requirements of the Aluminum Wiring Conversion Work, signed by the licensed electrician who performed the work. Questions about the proof of performance of the work required should be addressed to the Board of Directors or the Association's managing agent.

**E. FUTURE WORK.** Following the completion of the Aluminum Wiring Conversion Work within a Unit, each Owner shall maintain the electrical wiring within such Unit, as modified by the Aluminum Wiring Conversion Work, in good working order and condition. The Association must be notified, in writing, of any future subsequent or further repairs, modifications, or alterations to the electrical wiring within such Unit, as modified by the Aluminum Wiring Conversion Work; and any such future repairs, modifications, or alterations must be performed by licensed electrician(s) and such Owner must submit proof of that such repairs, modifications, or alterations were completed consistent with the Aluminum Wiring Conversion Work standards set forth in these Rules and Regulations. The Association must be notified, in writing, of any future or further installation of additional electrical outlets, switches, splices, or the like; and any such future or further installations must be performed by licensed electrician(s) and such Owner must submit proof that such further installations were completed consistent with the Aluminum Wiring Conversion Work standards set forth in these Rules and Regulations. Proof of the performance of any future or further repairs, modifications, alterations, or installations required by this paragraph must be provided to the Association or its managing agent. This proof may be provided by furnishing the Association or its managing agent with a paid receipt or other documentation issued by a licensed electrician which describes the scope of the work performed, which at a minimum must meet or exceed the requirements of the Aluminum Wiring Conversion Work, signed by the licensed electrician who performed the work. Questions about the proof of performance of the work required should be addressed to the Board of Directors or the Association's managing agent.

The Association shall have no responsibility, express or implied, to independently investigate whether any such further or future repairs, modifications, alterations, or installations have been made or performed by Owners and shall not be liable for any damage or loss resulting from an Owner's failure to abide by these Rules or Regulations or to disclose such further or future repairs, modifications, alterations or installations as required hereby or to furnish the Association the proof of performance required hereby.

**F. LIABILITY OF OWNER.** Each and every Owner shall be liable to the Association, other Unit Owners, any resident (whether owners or tenants) and their respective guests, visitors, and invitees, or any party whomsoever who suffers any loss or damage or injury (i) resulting from such Owner's failure or refusal to complete the Aluminum Wiring Conversion Work within such Owner's Unit; (ii) in the event that the Association's blanket insurance carrier cancels insurance coverage; (iii) in the event that the Association's blanket insurance carrier denies coverage in the event of a casualty loss resulting from or is caused by, directly or indirectly, by the existence of unprotected aluminum wiring (which is defined as "aluminum wiring at an outlet or switch inside a condominium unit that has not been retrofitted with pigtail, CO/ALR, AlumiConn, or COPALUM upgrades by a qualified electrician").

**G. ENFORCEMENT REMEDIES; PENALTIES FOR VIOLATIONS.** Each and every enforcement remedy and penalty for violations set forth in this Paragraph G shall be joint and several.

Owner(s) who fail or refuse to allow access into such Owner's Unit for the purpose of the inspection of the electrical wiring within such Unit; or fail or refuse to complete the Aluminum Wiring Conversion Work within the time period set forth herein shall be subject to the levy of an initial fine in the amount of not less than One hundred Dollars (\$100.00), with a subsequent fine of not less than one hundred Dollars (\$100.00) per month thereafter until such time that such inspection has been allowed and the Aluminum Wiring Conversion Work has been completed.

Further, and in addition to the foregoing, the Association may file a "Notice of Non-Compliance" in the Real Property Records of Harris County, Texas disclosing the Owner's failure to comply with these Rules and Regulations.

Further, and in addition to the foregoing, the Association may disclose the non-compliance of these Rules and Regulations on any Resale Certificate prepared and issued in connection with the sale or refinance of the Unit.

Further, and in addition to the foregoing, the Association shall seek enforcement of these Rules and Regulations by the filing of lawsuit(s) with Court(s) of competent jurisdiction, seeking injunctive relief and damages for the failure to comply with these Rules and Regulations.

Owners shall be responsible for all attorney fees and costs or other enforcement costs, whether or not a lawsuit is filed, all of which shall be charged to the Unit Owner's account, secured by the Association's lien.

**H. FURTHER AMENDMENTS.**

The Board of Directors of the Association shall have the continuing right to further amend this "Electrical Wiring Inspection and Repair Rules and Regulations" from time to time hereafter.

**G. RECORDATION AND EFFECTIVE DATE.**

These "Rules and Regulations - Inspection, Repair, Maintenance and Alterations of Electrical Wiring" are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

These "Rules and Regulations - Inspection, Repair, Maintenance and Alterations of Electrical Wiring" shall be effective as of the date same are recorded in the County Clerk's Records of Harris County, Texas.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this 26<sup>th</sup> day of MARCH, 2019.

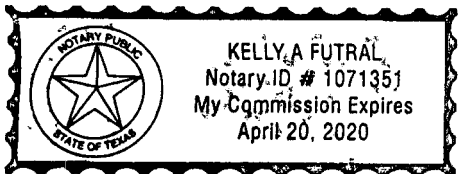
**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC., a Texas non-profit Corporation**

*WR SL  
OO*

By: Barbara Lee Platt  
(signature)  
BARBARA LEE PLATT  
(name printed)  
Its: SECRETARY  
(Officer Position)

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 26 day of March 2019, by Barbara Lee Platt, Secretary of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.



Kelly Futral  
Notary Public - State of Texas

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



FILED FOR RECORD

8:00:00 AM

Monday, April 15, 2019

*Diane Trantman*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Monday, April 15, 2019

*Diane Trantman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



**CERTIFICATE OF CORPORATE RESOLUTION**

RP-2019-186941  
5/06/2019 RP2 \$120.00

**OF THE BOARD OF DIRECTORS**

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

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Notice  
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The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium Project") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on April 25 2019, with at least a majority of the Board of Directors present, the following resolutions was duly made and approved by the Board of Directors:

**WHEREAS**, the Association is responsible for the administration, governance and maintenance of the **HAMMERLY WOODS CONDOMINIUM NO. I** and the **HAMMERLY WOODS CONDOMINIUM NO. II**; and

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

**WHEREAS**, Section 82.101(a)(6) of the Texas Property Code authorizes the Association, acting by and through the Board, to "regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium"; and Section 82.101(a)(7) of the Texas Property Code authorizes the Association, acting by and through the Board, to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent that the regulated actions affect common elements or other units"; and

**WHEREAS**, Article V, Section 10(P) of the Bylaws authorizes the Association, acting by and through the Board, to "make and enforce compliance with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupants of the dwelling units, their successors in title and assigns..."; and

**WHEREAS**, pursuant to the authority vested in and to the Board of Directors as set forth in the Texas Property Code, the Declaration, and Bylaws, the Board, having considered all relevant factors, and based on its reasonable judgment, has deemed it necessary and

desirable to adopt **RULES AND REGULATIONS** which shall be applicable to all Association members, tenants, and residents, together with their respective family members, guests, and invitees;

**NOW THEREFORE**, effective upon the date this Certificate is filed in the Real Property Records of Harris County, Texas as a dedicatory instrument of the Association, the following **RULES AND REGULATIONS** shall be and are hereby adopted:

## **RULES AND REGULATIONS**

These Rules and Regulations have been adopted by the Board of Directors of Hammerly Woods Condominium Association, a Texas nonprofit corporation (the "Association"), in accordance with the provisions of (I) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (II) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); and the Bylaws of the Association recorded in the Real Property Records of Harris County, Texas.

These Rules ("Rules" herein) apply to the Units and Common Elements of Hammerly Woods Condominium No. I and Hammerly Woods Condominium No. II (collectively, the "Condominium Project").

For the convenience of Owners and other persons occupying a Unit, whether owner, tenant, guest, patron or other invitee ("Residents" herein) of the Condominium Project, these Rules may restate some of the rules and covenants contained in the Declaration and Bylaws. Most of these Rules, however, are in addition to the restrictions found in the Declaration and Bylaws. Generally, words and phrases defined in the Declaration and Bylaws have the meaning set forth in the Declaration and Bylaws. However: the terms "Apartment" or "Condominium Unit" as defined and sometimes used in the Declaration and Bylaws are synonymous with "Unit" as used herein; the term "common area" is sometimes used herein and is synonymous with "Common Elements"; the terms "Board of Directors" and "Board" as used herein from time to time are synonymous; the term "Co-Owner" as defined in the Declaration and Bylaws is synonymous with the term "Owner" as used herein; and the term "Council of Co-Owners" as sometimes defined or used in the Declaration and Bylaws is synonymous with the term "Association" used herein. In the event of a conflict between Condominium Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), Articles of Incorporation, Bylaws, these Rules, the community policies promulgated by the Board (lowest).

### **A. COMPLIANCE**

A-1. **COMPLIANCE.** Each Owner and Resident shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "Condominium Documents"). Each Owner, additionally, shall be responsible for compliance with the Condominium Documents by the occupants of his or her Unit, and his or her or their respective families, invitees, tenants, agents,

employees, or contractors. Use of "Owner" or "Resident" in these Rules shall be deemed to include and apply to the Owner of a Unit in the Condominium Project and to all persons for whom the Owner is responsible. An Owner should contact the Board of Directors if he or she has a question about these Rules.

- A-2. **ADDITIONAL RULES.** Each Resident shall comply with all rules and signs posted from time to time on the Condominium Project by the Association, including those regulating the use of the amenities, club house, pool area (including hours and type of use) and the Common Elements. Such posted rules are incorporated in these Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium Project. Such temporary rules are incorporated in these Rules by reference.
- A-3. **WAIVER.** Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective. Any consent or approval given under these Rules by the Board of Directors shall be revocable at any time.
- A-4. **FINES.** The Association may levy a fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be), for violations of the Declaration, Bylaws, and/or these Rules. In particular, some of the rules set forth herein may provide for specific fines.

Provided, however, that no such fines shall be imposed unless notice and an opportunity to be heard are given in accordance with the following:

Before the Association may levy a fine for a violation of the Declaration, Bylaws, or these Rules, the Association shall give the Owner of the Unit written notice that:

1. Describes the violation and states the amount of the proposed fine;
2. States that no later than the 30<sup>th</sup> day after the date of the notice, the Owner of the Unit may request a hearing before the Board to contest the fine; and
3. Allow the Owner of the Unit a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner of the Unit was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

The Association may give a copy of the notices required by this section to the Residents of the Unit (if different than the Owner).

The Association must give notice of a levied fine to the Owner of the Unit not later than the 30<sup>th</sup> day after the date of levy.

Notices required by this section may be given by the Board or the managing agent of the Association acting on behalf of the Association.



- A-5 SUSPENSION OF CERTAIN RIGHTS.** The Association, at its sole discretion, upon written notice to an Owner, may suspend the voting privileges of an Owner or the use by the Owner or a Resident of certain general common elements (e.g. pool) when the Owner of such Unit is delinquent for more than 30 days in the payment of assessments.
- A-6 GRANDFATHERING.** In the event any existing condition has been verified to be in existence prior to the effective date of these Rules which was not in violation of any existing restrictive covenant, rule, or provision set forth in the Condominium Documents, but would be in violation of a rule or regulation created in these Rules, then such existing condition may continue to exist until such time that the condition ceases to exist; whereupon these Rules shall be fully applicable to same.
- A-7 ENFORCEMENT.** The Association may seek to enforce violations of these Rules by any and all lawful means, including, without limitation, by the levy of fines; suspension of voting privileges or the use of general common element amenities; the filing of a "Notice of Non-Compliance in the Real Property Records of Harris County, Texas; and/or by filing of lawsuit(s) seeking appropriate temporary and permanent injunctive relief. Any or all of the foregoing remedies may be joint or several; and the implementation of any of such remedies shall not be deemed a waiver as to the subsequent implementation of one or more other remedies.

The Association, the Board, its agents, and/or employees shall not be held to a standard requiring that they monitor, or conduct full time surveillance of activity occurring on/within the common areas/common elements for the purpose of observing, detecting, and enforcing violations of these Rules as and when any such violations occur, in "real time"; and shall not be responsible or liable to any Owner, Resident, or any other party whomsoever who claims any damage, injury, or loss for the failure or inability of the Association, the Board, its agents or employees to detect and enforce violations of these Rules at the time any such violations occur in "real time".

## **B. OBLIGATIONS OF OWNERS AND RESIDENTS**

- B-1. SAFETY.** Each Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium Project to whom the Resident has a duty of care, control, or custody. Any injury occurring on or within the common areas of the Condominium Project must be reported to the Association's managing agent immediately.
- B-2. DAMAGE.** Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements, if such loss or damage is caused by the acts or omissions of Owner or by any person for whom the Owner is responsible. Further, each Owner is responsible for any loss or damage to the Condominium Project or any other Unit not covered by the Association's insurance (or the deductible relative to same) resulting from the failure or malfunction of any part or portion of the Unit or fixtures therein (including plumbing, electrical, etc.), irrespective of any negligence. Each Owner shall close all exterior windows and doors when necessary to avoid possible damage from storms or the elements. All damage to the Condominium Project caused by construction or repair activities within an Owner's Unit, or by the moving of any article therefrom or by the



carrying of any article thereto, shall be paid for by the Owner responsible for such construction or repair activities or the presence of such article.

- B-3. ASSOCIATION DOES NOT INSURE.** Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Condominium Project and/or property not covered by the Association's insurance, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Condominium Project shall be solely at the risk of the owner of such personal property. Each Resident is also solely responsible for such Resident's liability to third parties for occurrences within the Resident's Unit. The Association urges Owners and Residents to purchase property insurance on their personal belongings and liability insurance for occurrences within their Units and incidental damage resulting therefrom.
- B-4. RISK MANAGEMENT.** No Resident shall permit anything to be done or kept in his or her Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. REIMBURSEMENT FOR ENFORCEMENT.** An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Condominium Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-6. REIMBURSEMENT FOR DAMAGE.** An Owner shall promptly reimburse the Association for the cost or damage to the Condominium Project caused by the acts, omissions, negligence (or willful conduct of the Owner or the persons for whom the Owner is responsible); or, unless covered by the Association's insurance (or the deductible related to same), resulting from the failure or malfunction of any part or portion of the Unit or fixture therein (including plumbing or electrical), irrespective of negligence. Such Owner shall indemnify and hold the Association harmless for any such cost or damage.
- B-7. INSURANCE DEDUCTIBLES.** Insurance policies maintained by the Association may provide for commercially reasonable deductibles as the Board determines appropriate or necessary. If the cost to repair damage to a Unit or Common Element covered by the Association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall pay the cost for the repair of the Unit or Common Elements. If damage to a Unit or the Common Elements is due wholly or partly to an act or omission of any Unit Owner or a guest or invitee of the Unit Owner, the Association may assess the deductible expense and any other expense in excess of the insurance proceeds against the Owner and the Owner's Unit as an assessment pursuant to Section 82.113 of the Texas Property Code.

### **C. LEASING AND OCCUPANCY RULES AND REGULATIONS**

By that certain "Certificate of Corporate Resolution of the Board of Directors (of) Hammerly Woods Condominium Association, Inc." filed under County Clerk's File No. RP-2018-526041 of the Real Property Records of Harris County, Texas, the Board of Directors adopted "Leasing and Occupancy Rules and Regulations". The Leasing and Occupancy Rules and Regulations shall remain in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules.

#### **D. GENERAL USE AND MAINTENANCE OF UNIT**

- D-1. RESIDENTIAL USE.** Each Unit must be used solely for residential use and may not be used for commercial or business purposes. This restriction shall not prohibit a Resident from using his or her Unit for a limited business purpose, provided that: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; and (iii) there is no external evidence of such use and such use otherwise complies with the Condominium Documents. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Residents of their Unit or involve the sale of goods, merchandise, or food and/or beverage products to the public. In addition, consultation with clients or customers at a Unit shall not be permitted. Notwithstanding the foregoing, the use of a Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of these provisions.
- D-2. ANNOYANCE.** No Unit (or any Balcony or Patio) may be used in any way that: (i) may reasonably constitute a nuisance to other Unit Owners; (ii) may be calculated to reduce the desirability of the Condominium Project as a residential community; (iii) may endanger the health or safety of other Residents; or (iv) may violate any law or any provision of the Condominium Documents.
- D-3. MAINTENANCE.** Each Owner, at his or her sole cost and expense, shall maintain his or her Unit, and any Limited Common Elements appurtenant thereto (including any Balcony or Patio, and parking space) in a clean, neat, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, telephone, water, gas, cable, television, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his or her negligence or misuse of any of the Common Elements or the failure or malfunction of his or her own facilities resulting in damage to the Common Elements, irrespective of negligence.
- D-4. PROHIBITION OF WATER BEDS.** Water beds are prohibited on the second floors of Units.
- D-5. BALCONY(IES) AND PATIO(S).** Each Resident shall keep his or her Balcony or Patio in a good state of cleanliness, taking care that the use and/or cleaning of his or her Balcony or Patio does not annoy or inconvenience other Residents. No plants shall be watered on a Balcony or Patio such that water overflows onto any other Balcony, Patio, or on the exterior surface of the Building. No Resident shall allow or permit animal feces or urine to accumulate within any Patio and shall immediately remediate same and/or wash such Patio to eliminate same. Each Owner shall be responsible and liable for any item which falls or is thrown from such Owner's Balcony, or by any person for whom the Owner is responsible. No Balcony or Patio may be enclosed or used for storage purposes. If the Board of Directors determines that a Balcony or Patio is unsightly, the Owner shall be given notice by the Board of Directors to correct the problem within 10 days, after which the Board of Directors may take corrective action at the Owner's expense.

The following specific rules shall apply to Patios and Balconies:

1. Patios must be maintained in a clean, orderly, sanitary condition. A Patio or Balcony should not be used as a storage area except as to those items permitted to be kept in a Patio or Balcony per the provisions of these Rules.
2. Residents are responsible for the upkeep of their Patios.
3. Prior written approval of the Association is required before any patio cover is installed on the Patio of a unit.
4. Residents shall use appropriate outdoor furniture on their Patios. Indoor, upholstered type furniture is prohibited.
5. Residents are responsible to maintain any special locks on their Patio gates that they have installed or caused to be installed.
6. Agents and representatives of the Association shall have the right to enter any Patio without prior notice in case of an emergency.
7. Residents shall not attach anything to the outside of the patio fence.
8. Residents shall not install decorative patio lighting above the Patio fence line.
9. Residents shall not attach anything to their back gate with the exception of unit numbers. Unit numbers shall be displayed in black three-inch (3") numbers.
10. Residents shall not store or place anything under or around the plants outside of the Patio, open common area, or on the sidewalk between the carport and Patio fence.
11. Outdoor grilling is prohibited within ten (10) feet of the building.
12. Housing of pets on patios is prohibited.
13. Utility Storage Shed on Patio: Storage sheds are permitted in the enclosed patio areas as long as the residents follow these guidelines:
  - a. The structure must be a freestanding (not attached to any fence or building).
  - b. The structure must be constructed of material suitable for outdoors.
  - c. The height of the structure must not exceed the height of the fence.
  - d. The structure must be maintained or it will be removed at the Owner's expense.
14. There are no in ground trees permitted in Patios. A tree in a pot is permitted in patio area, provided it is pruned so that it does not exceed a height of nine (9) feet and must be living, and maintained in good condition. However, should said tree cause damage to the building, the Owner shall be liable for any and all cost to remedy.

**D-6. UNIT ENTRANCES – FRONT AND BACK.** Residents are required to keep the entrance to their Unit clean and free of debris. Specifically:

1. Entrances to Units must be kept free of objects such as bicycles, clothing, toys, pool floats, pool toys, discarded trash, etc.
2. Hanging clothes, towels, rugs and other articles on the front porch is prohibited.
3. Chair(s) must be removed if it interferes with entering or exiting the Unit.
4. Folding and/or collapsible chairs may be used but should not be left in the common area overnight.

- D-7. WATER CONSERVATION.** Water shall not be left on or running for an unreasonable or unnecessary length of time: this includes water faucets, dishwashers, and outdoor water faucets. Therefore, lawns may not be watered in excess of one (1) hour at a time per watering section.
- D-8. WATER CLOSETS.** Water closets and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse or clogging of any water closet or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused.
- D-9. AIR CONDITIONING EQUIPMENT.** Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit.
- D-10. COMBUSTIBLES.** No Owner shall use or permit to be brought into or stored in the Condominium Project, his or her Unit, Balcony, or Patio, any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Directors or the Association's managing agent.
- D-11. BARBECUE GRILLS.** All grills at the Condominium Project should have an Underwriters Laboratories, Inc. (UL) label, should be operated according to the manufacturer's recommendations, and must be used in strict conformance with all applicable City of Houston ordinances and Fire Code Regulations. The City of Houston Fire Code Life Safety Bureau (LSB) Standard 16sec 3.5 states: "Portable barbeque pits, charcoal grills and other open - flame cooking devices outside of a building shall not be operated on combustible balconies or located within ten feet (10) of combustible walls or roofs or other combustible materials". That limits propane, as well as charcoal grill use specifically to 10 ft. from the back entrance of the driveway. Grills must be kept away from vehicles. All violators should first be reported to the Houston Fire Department and then to the Management Company. BBQ grills and meat smokers shall not be stored anywhere outside in or on any Common Elements including sidewalks, yards, courtyards, carport driveways. No barbeque grills are allowed in the front common elements of the buildings
- D-12. REPORT MALFUNCTIONS.** A Resident shall immediately report to the Association (by contacting its managing agent) of his or her discovery of any leak, break, or malfunction of any item fixture, or component of any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.
- D-13. WATER SHUT-OFF REQUIREMENTS.** Generally, there is one water shut-off valve serving each building within the Condominium Project; there are no individual water shut-off valves serving each Unit. Therefore, prior to any plumbing work within a Unit which requires shutting off water, the water supply to the entire building must be shut-off. Except in the event of an emergency (burst pipes or leaking water causing damage to Units and Common Elements), prior to shutting off water to perform plumbing work within a Unit, the Owner or Resident shall provide not less than 48 hours prior notice: (i) to the

Association's managing agent; and (II) to the other Owners/Residents by posting a notice of the date and window of time during which the water will be shut-off. The Owner of a Unit whose failure (or the failure of the Resident of the Unit, if other than the Owner) to provide such notice results in damage to any other Owner or Resident shall be responsible for such damage.

#### **E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS**

- E-1. INTENDED USE.** Every area and facility in the Condominium Project may be used only for its intended and obvious use. For example, unless otherwise provided in the Rules, walkways, sidewalks, and driveways are to be used exclusively for purposes of ingress and egress, not for social congregation or recreation. The Common Elements shall not be used for storage of supplies, personal property, garbage or refuse of any kind (except common garbage receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board), nor shall the Common Elements, Balcony(ies) or Patio(s) be used in any way for the drying, shaking or airing of clothing or other items. No Owner shall do any act or place any object in his or her Unit which would create a structural hazard or endanger the structure of the Condominium Project or adjacent Units.

Bicycling, hover-boarding, skate-boarding, activities that inhibit passage or otherwise in, on or about the sidewalks, driveways, streets, entrances, passageways, covered parking structures, are strictly prohibited. Nothing in this paragraph shall prohibit riding bicycles as one leaves or enters the Condominium Project.

- E-2. GROUNDS.** Landscaping standards are set by the Association. Planting in the common area/Common Elements is prohibited. Except as permitted by this Section, Residents may not use the landscaped areas, lawns, beds, and plant materials on or within the Common Elements. The following are expressly prohibited: digging, planting, pruning, climbing, and use by pets for "relieving" themselves. Specifically:

1. Residents shall not be permitted to plant anything in the common area of the Condominium Project without prior written approval from the Board of Directors or the managing agent of the Association. Any unauthorized plant installation will be removed without prior notice.
2. Residents are responsible to maintain permanent plantings in the beds in front of their Units.
3. Residents are responsible for watering their grass in the common areas in front of their Units.
4. Dead or neglected plants will be removed from the common areas.
5. Landscaping borders are not permitted to be installed without prior written approval of the Board of Directors or the managing agent of the Association. Any existing landscaping borders in place as of the effective date of these Rules shall be grandfathered until they fall into disrepair or are removed; in such event they shall not be replaced.

- E-3. ABANDONED ITEMS.** No item or object of any type shall be stored, placed, or maintained anywhere on the Common Elements, including window sills, passageways, and



driveways, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board of Directors.

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

**E-5 PLAYGROUND AREA.** The following provisions shall apply to the playground area:

1. The playground area is open year-round from 9:00 a.m. to 8:00 p.m. daily, unless otherwise posted.
2. The playground area is intended for Owners, residents, and their guests. Guests must be personally known and accompanied by an Owner or resident of the property.
3. Owners, Residents, and their guests are responsible for their own actions and safety of their family members while using the playground area and equipment. Play at your own risk. All injuries in the playground area should be reported immediately to the managing agent of the Association.
4. Pets are not allowed in the playground area.
5. Rough play, running, pulling, pushing while on the playground equipment is prohibited. Please report inappropriate or rough play in detail to the managing agent of the Association.
6. Bicycles, tricycles, skate boards, Hover Boards, or other play equipment is not allowed in the playground area.
7. Playground tables are for sitting at only. Standing, jumping, climbing on the table tops and benches is prohibited.
8. Trash must be deposited in trash bin provided in play area, before leaving the play area.
9. Anyone inside the boundaries of the play area beyond the operating hours is considered trespassing. Authorities may be called to clear the playground area after-hours.
10. Owners are responsible for any damage, mutilation, or defacing of property to the playground area.
11. Food preparation and/or cooking, grilling or barbecuing is prohibited in and around playground area.
12. Smoking is prohibited in the playground area.

**E-6. CLUBHOUSE.** By that certain "Secretary's Certificate...." filed under County Clerk's File No. V467479 of the Real Property Records of Harris County, Texas, the Board of Directors adopted a "Clubhouse Policy". The Clubhouse Policy shall remain in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules.

**E-7 POOL.** By that certain "Secretary's Certificate...." filed under County Clerk's File No. RP-

2017-271696 of the Real Property Records of Harris County, Texas, the Board of Directors adopted a "Pool Policy". The Pool Policy shall remain in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules.

- E-8 **RECHARGING OF ELECTRIC OR HYBRID VEHICLES.** No Resident or any guest, or invitee of any Resident shall utilize any Common Element electrical outlet or electricity furnished by the Association in whole or part to charge or recharge any vehicle powered in whole or part by electricity (whether battery powered or hybrid).
- E-9 **EXTENSION CORDS IN COMMON AREA.** The use of extension cord(s) plugged into an electrical outlet within the Unit or the exterior of any building to provide electrical power to devices located in the common area or in the public street adjacent to the Condominium Project shall be prohibited. For example, and without limitation, this prohibition applies to extension cords extending over the common area to charge car batteries, vacuum automobiles, power devices to clean the interior of vehicles, provide power to operate refrigeration units, provide power to recreational vehicles or trailers, and the like.
- E-10 **SMOKING.** Smoking shall be prohibited in the Clubhouse, playground area, and pool area.

#### **F. COMMUNITY ETIQUETTE**

- F-1. **COURTESY.** Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- F-2. **ANNOYANCE.** No unlawful, noxious or offensive activity shall be conducted or carried on in any Unit, or upon the Common Elements or anywhere else in the Condominium Project, nor shall anything be done therein or thereon which may be or become an annoyance or a nuisance to other Residents of the neighborhood or cause unreasonable noise or disturbance to others, or which shall interfere in any manner with any Resident's quiet enjoyment of his or her Unit.
- F-3. **NOISE AND ODORS.** Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. The use or discharge of firearms, firecrackers or fireworks is expressly prohibited within or from the Condominium Project.
- F-4. **ACTIVITIES.** Activities should be conducted in such a manner as to not interfere with the rights, comforts or convenience of others. Specifically:
  - 1. Written permission must be obtained from the Association before any parties or social gatherings are held in common areas.
  - 2. Residents are responsible to keep the property free of litter and to clean up after themselves after any social gathering.
  - 3. Residents are solely responsible for the conduct of their guests.
  - 4. Owners are liable and will be assessed for any misconduct, damage, mutilation, or defacing of the property caused by their tenant, tenant's children and/or

damage caused by tenant's guests or by guests of the tenant's children and tenant's pets.

5. Carport, garage, estate, and sidewalk sales and lemonade stands are prohibited. Soliciting on the property is prohibited.

F-5. **RECEPTION INTERFERENCE.** Each Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception within the Condominium Project.

F-6. **ASSOCIATION EMPLOYEES AND AGENTS.** The Association's employees and agents are not permitted or authorized to render personal services to Residents. Each Resident agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Resident. Specifically:

1. Association employees are not permitted to perform personal services outside of their scope of work for the Association during regular duty hours. Employment of association employees after hours must be personally arranged and payment of such employees is to be made directly to employees. The Association assumes no responsibility where arrangements are made separately with the Association employees. The Association's employees shall not perform electrical installation or repairs with the Unit on the property.
2. **Suggestions and Complaints:** All Suggestions and complaints concerning employees or contractors must be made in writing to managing agent of the Association. Only the managing agent may oversee and direct the performance of work by the Association's employees or contractors. If these complaints and suggestions are not handled to Owner's satisfaction, within a reasonable amount of time he/she should address such concerns in writing to the Board of Directors.

F-7. **MOVE-IN/MOVE-OUT PROCEDURES.**

1. All move-in/move-outs must occur between the hours of 8:00 a.m. and 8:00 p.m.
2. Dual rear axle trucks or trailers are prohibited on property.
3. No trucks may block the driveways or parking space.
4. Residents are responsible to make sure their moving van does not block the street or carport drive.
5. Residents will be responsible for any property damage caused by a moving van.
6. Movers shall not park on the grass at any time.
7. Any and all damages caused to the Common Elements (including damage to any landscaping, grass, or tree canopies), or any clean-up required as a result of such move-in/move-out or delivery shall be the responsibility and liability of the Owner who was responsible to hire, retain, or utilize the party causing such damage or need for clean-up. If such damage or need for cleaning is caused by a tenant, guest, or invitee of the Owner, the Owner of the Unit shall be liable for

such expenses. Payment of the expense incurred in repairing or cleaning shall be assessed against the Owner's account as an assessment under applicable law.

8. Moving cartons, boxes, crates, and other moving debris shall be promptly removed from the property for offsite disposal.
9. The Owner will be fined Two Hundred dollars (\$200.00) for noncompliance.

**F-8. COMPLIANCE WITH LAW.** Residents may not use the Condominium Project for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Houston, Texas. A Resident who violates this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

## **G. ARCHITECTURAL CONTROL**

**G-1. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** No alterations of any portion of the Common Elements or additions or improvements thereon or of any portion of the Unit or any Balcony or Patio visible from the exterior of the Unit shall be made by any Owner or Resident without the prior written approval of the Board of Directors of the Association. Further, any alterations within a Unit that include electrical or plumbing modifications and/or wall changes must be submitted in writing for approval by the Board of Directors of the Association. No Owner shall make any structural modification or substantial improvement to or alteration of or to his or her Unit, Balcony, Patio, or the Common Elements, including any alteration or modification involving plumbing, electricity, fire protection and security systems, heating, ventilating, air conditioning systems or any mechanical or structural systems, except in a manner authorized in writing by the Board of the Association. At no time will construction of a permanent nature covering an exterior window, or a portion of a window be allowed. Any approved alterations, additions, modifications or improvements must be performed in a prompt, diligent and professional manner, must comply with the plans, specifications, mechanical and engineering drawings and renderings submitted to and approved by the Board (with any requisite changes, additions, modifications or alterations thereto which may be imposed by the Board), all necessary building permits must be obtained, and all such work must comply with all applicable codes, ordinances, laws and regulations applicable thereto.

Examples of alterations which are subject to approval include, but are not limited to the following:

1. Exterior doors and windows, window or balcony screens, light fixtures, patio, patio covers, awnings, satellite dishes.
2. Interior alterations consist of removing walls or altering any structural changes including electrical wires and major plumbing within the unit. This also includes dryer vents.
3. Once approved, only state licensed, where applicable, and insured contractors should make interior or exterior structural, electrical, or plumbing alterations.
4. Residents are prohibited from removing any planting, structure, fence furnishings or other equipment or object appurtenant to the Condominium Project property.
5. Residents are responsible to inform their contractors to remove debris,

- appliances and/or air-conditioning condensers from the property. Contractors are prohibited from discarding materials and /or appliances on the property.
6. Remodeling contractors shall conduct their work on the patios or carport- not in front of the units.
  7. Remodeling contractors shall park their vehicles in the parking space assigned to the Unit or visitor parking. Parking in the fire lane is prohibited.
  8. Residents are prohibited from installing or causing to be installed any wiring or cable line, satellite, electrical, telephone installation or security cameras, or for any other purpose such as cable strung on the walls of any building, out the window of any unit, or on the roof of any building, except as expressly approved in writing by the Board of Directors or the managing agent of the Association.

**G-2. PROHIBITED ACTS. No person may:**

1. No person may post or inscribe signs, notices or advertisements on the Common Elements or the exterior of a Unit. Except as permitted by this sub-section, examples of prohibited items include: For Sale/Lease signs; and window hangings sports team signs and such. The following are exempt from the foregoing:
  - (a) One for sale sign posted in the unit window only;
  - (b) security firm signs (max size 3"x6") at or near patio gates and entry doors;
  - (c) security firm decals on windows
  - (d) political sign(s) as provided by law (currently 30 days prior to an election and the 10th day following an election to which the sign relates).
  - (e) 3x5 notice to deliver packages on patio- On the day of delivery only.

The sign rules set forth in this Section amend and restate, and replace, in its entirety, that certain "Signage Policy" filed of record under County Clerk's File No. R513476 of the Real Property Records of Harris County, Texas.

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

**G-3. WINDOW TREATMENTS, WINDOWS, SCREENS, DOORS AND HARDWARE RULES.**

By that certain "Secretary's Certificate of Hammerly Woods Condominium Association" filed under County Clerk's File No. RP-2018-371487 of the Real Property Records of

Harris County, Texas, the Board of Directors adopted "Window Treatments, Windows, Screens, Doors & Hardware Rules". The Window Treatments, Windows, Screens, Doors & Hardware Rules shall remain in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules. The Window Treatments, Windows, Screens, Doors & Hardware Rules filed under County Clerk's File No: RP-2018-371487 amend and restate, and replace, in its entirety, that certain "Door Maintenance Policy" filed of record under County Clerk's File No. R513474 of the Real Property Records of Harris County, Texas.

**G-4. Placement of Personal Property on Exterior of Unit/Common Elements.**

No articles of personal property and no articles of any kind, except as specifically listed below, may be placed on, in or hung on or from any Common Elements or Limited Common Elements (including, but not limited to, balconies, exterior patio fences and ledges, trees, railings, windows or other building facades). In addition, these items must not be visible above the fence line enclosing the patios. The following items are specifically prohibited: indoor upholstered furniture, bird feeders, squirrel feeders, excessive quantities of wind chimes, decorative wall hangings, excessive potted plants, decorative plant stands, free standing hanging baskets, flags, hanging basket holders attached to building or exterior patio fence, tiki torches, decorative statues, propane tanks, plants on patio fence ledges, trellises, birdbath, water fountains, stored or stacked chairs. This list is not inclusive but meant to be indicative.

The following items are permitted to be located at the outdoor entry: approved furniture consisting of up to two (2) earth tone outdoor chairs, and up to one (1) earth tone outdoor side table. Residents are advised that not all entry ways areas are of equal size; therefore, furniture may not have enough space to accommodate all items as listed above due to size of entry areas, as deemed appropriate by the Association. All outdoor furniture must be placed on a concrete pad area.

Furniture is not permitted in the grass or planter area. Full sized dining table and chairs not permitted in front of Unit.

**Potted plants:** up to a maximum of three (3) potted plants must be earth tone or clay pots. Pots shall not exceed a diameter of 18 inches. Residents are advised that not all entry ways areas are of equal size; therefore, potted plants may not have enough space to accommodate up to 3 potted plants as listed above due to size of entry areas, as deemed appropriate by the Association. Potted plants must be placed on the concrete pad area. Pots are not permitted in grass or planter areas.

No drip irrigation systems or built-in irrigations systems including for potted plants shall be permitted. All potted plants must be hand watered or sprinkler watered and all pots must have a drip/catch plate.

Decorative landscaping solar lights must be limited to clear/white lights and placed in planter beds only. Up to a maximum of 6 solar lights per unit.

**G-5. Awnings and Patio Umbrellas.** Awnings and Patio umbrellas must be neutral or earth toned in color and be maintained in good condition as determined by the Board of



**Directors or the managing agent of the Association. Such items may only be placed in the Patios appurtenant to the Units.**

- G-6. Outdoor Lighting Fixtures and Light Bulbs. All outside light fixtures and light bulbs are standard as set by the Association and, if broken, will be replaced by the Association. Contact the managing agent of the Association to request replacement.**
- G-7. Unit Numbers. All units must have unit numbers displayed at the entry of Unit and on the Patio gate. Unit number plaques and Patio gate numbers are standard and will be replaced by the Association. Contact the managing agent of the Association to request replacement in the event number(s) is/are missing.**
- G-8. Water Hose Reel. All Unit water hose reels are standard and will be replaced by the Association. Contact the managing agent of the Association to request replacement.**
- G-9. Water Hoses. All water hoses must be kept on a reel when not in use. Water hoses left out (unreeled) in any common area or limited common area are a violation. Specifically:
  - 1. Hoses must be in good condition.**
  - 2. Water hoses acceptable colors are green, black or neutral, so they blend in with landscaping.****
- G-10. Air Conditioning Units. Air conditioning condensers shall be purchased and installed on the rooftop in such a manner as to not be visible from the ground area. Installation on storage room roof area is prohibited.**
- G-11. Window Air Conditioners/Fans. Window unit air conditioners and/or window fans are not allowed and shall not be attached to any of the buildings, windows or maintained outside of any Unit. Portable air-conditioner unit vents may not be installed to vent out of a wall or window in the front of the Unit, or through any patio fencing.**
- G-12. Structural or Plumbing Alterations. Prior written approval from the Association is required before any structural or plumbing alterations can be made to the interior or exterior of the Unit. Failure to obtain such approval may result in the removal of the alteration and or restoration of the Unit to its original conditions at the owner's expense.**
- G-13. EXTERIOR CAMERAS. Owners shall be allowed to install exterior surveillance cameras (whether wired or wireless) for the use of the Individual Owner or Resident of the Unit in accordance with this section. Such cameras may be installed only in such a manner that minimizes their appearance and so that they are hidden from view to the maximum extent practical. The location and method and manner of installation of all such cameras must be approved in writing by the Board of Directors or the Association's managing agent. Specifically:
  - 1. Cameras. These rules shall cover the installation of any camera, used for security, surveillance, or otherwise ("Camera"), by any Owner on the exterior any building in the Condominium Project. These rules shall not cover the installation of any Camera(s) wholly within a Unit.****

## **2. Installation Rules**

- a) No Camera of any kind shall be permitted or installed on the exterior of any Unit or building without the prior written approval by the Board of Directors of the Association or the managing agent of the Association. Only Owners may submit a request for application of a Camera, whether on behalf of such Owner or any tenant occupying the Unit under a written lease with such Owner. Applications submitted by tenants will not be accepted under any circumstances.**
- b) After written approval by the Board or the managing agent of the Association for the installation of Cameras, Cameras may be installed only in accordance with these Rules.**
- c) The following provisions shall be applicable to a Cameras: only two (2) Cameras shall be allowed for each Unit; not more than one (1) Camera may be installed on the front of the building exterior of the Unit, and not more than one (1) Camera may be installed on the back of the building exterior of the Unit. Cameras may only be installed on that portion of the building exterior directly outside of the Unit boundaries. The Board of Directors or the managing agent of the Association shall approve the location and/or placement of any Camera on a case by case basis. The Board of Directors or the managing agent of the Association shall approve the color, and size of the Cameras.**
- d) Except as expressly allowed by subparagraph (c) above, Cameras shall not encroach upon any of the Common Elements of the Condominium Project, the common area air space, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property.**
- e) All installations shall be completed so that same do not damage any Common Elements or void any warranties of the Association or in any way impair the integrity of any building.**
- f) If a camera is wireless, no receiving equipment or base unit receiving the wireless transmission may be installed on the building exterior of the Unit; same must be installed or located wholly within the Unit. If the camera is hard-wired, all cable/conduit must be hidden and located in those areas as designated by the Board of Directors or the managing agent of the Association as the area where wiring and conduits are to be located.**
- g) Only professional, commercial quality installation of Cameras shall be allowed, and Owners must utilize company(ies) who are skilled in the installation of Cameras and related systems to install such Cameras. Any installer of a Camera shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:**

(I) **Contractor's General Commercial Liability (including completed operations): \$1,000,000.00.**

(II) **Worker's Compensation: Statutory limits.**

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

- h) **No liens in connection with the installation or maintenance of any Camera shall be filed against the Common Elements of the Condominium Project.**
- i) **Cameras must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person, including but not limited to, damage from wind velocity. A Camera must be securely mounted and secured to the exterior of the building.**
- j) **Installation of Cameras shall only occur between the hours of 8:00 a.m. and 6:00 p.m.**

### **3. Maintenance**

- a) **Owners who install or maintain Cameras are responsible for all associated costs, including but not limited to costs to:**
  - (i) **Install, repair, maintain, replace, move or remove Cameras;**
  - (ii) **Repair damage to any property caused by the installation, maintenance or use of such Cameras;**
  - (iii) **Reimburse other Owners and residents of the Association for damage or injury caused by the installation, maintenance or use of the Cameras; and**
  - (v) **Restore Camera installation sites to their original condition following the removal of such Cameras.**
- b) **Owners shall not permit their Cameras to fall into disrepair or to become a safety hazard. Owners shall be responsible for the maintenance and repair of Cameras and for the prompt correction of any safety hazard.**

### **4. Safety**

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

for safety reasons.

- b) Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's condominium unit.
- c) Exterior wiring shall not be installed so as to hang in mid-air.

**5. *Camera Removal***

- a) Cameras must be removed upon the sale of a Unit, unless the successor Owner submits an updated application for approval to maintain the Camera. Approval shall not be unreasonably withheld provided that the Camera is not then in violation of these Rules and the new Owner intends to continue to utilize same. Further, Cameras must be removed if such Cameras are no longer used or functioning.
- b) After the removal of a Camera, the Owner shall promptly restore the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

**6. *Association Maintenance of Locations upon which Cameras are Installed***

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

**7. *Indemnification***

- a) By an Owner's submission of an application to install Cameras, the Owner shall deem to have expressly agreed, even if not expressly stated in the application, that such Owner (i) shall be responsible for all damages or loss caused by the installation or use of the Camera, (ii) indemnify and hold harmless the Association for all such damage or loss, and (iii) provide the Association with a certificate of insurance showing that the Owner or resident has the appropriate amount of liability insurance to cover any such damage or loss.

**8. Enforcement**

- a) If these Rules are violated, the Association may remove any Camera, after ten (10) days written notice to the Owner; may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction; may levy and enforce the collection of fines against the owner pursuant to the then existing policy for fines of the Association, if any. The Association shall charge any and all reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Rules to the account of the Owner, whether or not a lawsuit is filed.

**9. General**

- a) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any Camera.
- b) No signage shall be displayed on the exterior of any building, or from within a window of the Unit visible from the exterior, relating to the placement of the Camera (i.e., "Security Cameras in Use", etc.).
- c) A Camera shall not be used for any use that would be unlawful under applicable laws.
- d) No Camera shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

**10. No Representation of Security**

- a) The Association, its Directors, Officers, employees, and/or managing agent shall not in any way be considered as insurers or guarantors of the safety, security, or well-being of any Owner, resident, or their respective guests or invitees. Security is the sole responsibility of each and every individual Owner(s), resident, their respective guests and invitees. Each Owner, resident, and their respective guests and invitees shall in all instances look to local law enforcement agencies for such protection. The Association has no obligation whatsoever to provide security. The Association's review and approval of the installation or use of any Camera does not constitute and shall not be considered as or relied upon as being any representation of security or the adequacy of any protection, express or implied, for the benefit of the Owners, residents, and/or their respective guests and invitees.

**G-14. FLAGS AND FLAGPOLES.** Each Owner and/or resident may display flags and install flagpoles subject to the following guidelines.

- 1. Flags may not be displayed and flagpoles shall not be installed on any portion of the common area or Common Elements, except as provided herein.

2. Each Owner may attach not more than one (1) flagpole to the exterior of their Unit attached to the exterior wall of the first-floor level of the Home, extending outward not more than four (4) feet.
3. Displayed flags shall not be more than three (3) feet by five (5) feet in size.
4. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
5. Flags may not be illuminated.
6. Only 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 forces may be displayed.
7. The flag of the United States of America must be displayed in accordance with 2. U.S.C. Section 5-10.
8. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
9. A flagpole attached to a dwelling 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.
10. 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.
11. 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.
12. 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.
13. If these provisions are violated or if displayed flags and flagpoles installation poses a serious, immediate safety hazard, the Association, after written notice to the Owner in accordance with Section 209.006 of the Texas Property Code, 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.
14. If any of these provisions are determined to be invalid, the remainder of these policies shall remain in full force and effect.
15. This Section and the provisions of same may be amended at any time by a one or more resolution(s) adopted by the Board of Directors in accordance with



**Section 202.018 of the Texas Property Code.**

**G-15. ORNAMENTAL, SEASONAL FLAGS, BANNERS, PENNANTS.** Ornamental, seasonal flags, banners, pennants and window socks are prohibited.

**G-16. HOLIDAY DECORATIONS.** Holiday decoration may be displayed no sooner than a week before the holiday and must be removed a week after the Holiday. With the exception of Christmas decorations, they may be displayed from Thanksgiving Day and must be removed two weeks following the holiday. Specifically:

- 1. Wooden and Inflatable holiday displays must be placed in the planter bed directly in front of the Unit only. Wooden and Inflatable holiday displays are prohibited in the grass common areas.**
- 2. Displays cannot be placed on the roof or yard of any building. Decorative yard lights are prohibited in the grass common areas.**
- 3. Residents must not attach anything to the siding in the front or back of the Unit. Violations will result in the owner being liable for the damages. The Association will replace the siding and all costs will be assessed to the Owner. Lights hung in, wrapped around, or dropped from trees are not permitted.**
- 4. Holiday lights fastened to the outside of the unit are prohibited.**
- 5. Residents are responsible for the proper disposal of their Christmas trees. Leaving discarded trees in the carports or in the common areas is prohibited.**
- 6. Residents are financially responsible for any damage caused to the exterior of a unit due to Holiday decorations.**

**G-17. 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 Unit 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 Unit; 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(s) or color(s) 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 Condominium

Documents or in accordance with the requirements of the Condominium Documents.

**G-18. BOARD OF DIRECTORS APPROVAL.** To obtain the Board of Directors written consent for a modification, an Owner must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors failure to respond to the Owner's written request within 60 days after it receives the Owner's request shall be construed as no objection to the proposed changes.

**G-19. CONSTRUCTION AND CONTRACTOR RULES.** Outside contractors are at the Condominium Project at the invitation of the respective unit owner. In addition to applicable governmental laws, rules, regulations and ordinances, contractors are required to abide by the following rules and regulations so that Owners and other residents are not unduly disturbed by work-related activities:

**HOURS.** Working hours are Monday - Friday, 8:30 am - 4:30 pm. Contractors may arrive on the property no earlier than 8:00 am to prepare for work and must have cleaned up and have departed the premises no later than 5:00 pm. Any work involving impacting or drilling of the concrete slab is prohibited prior to 10:00 am. This includes the operation of impact hammers, rotary hammer drills, core drills, nail guns and the installation or removal of carpet tack strips. Unless otherwise pre-approved for a by the BOD for special circumstances on a Saturday within the work hour limitations.

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

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

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

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

**I. Insurance Provided by Contractor**

<b>A. Coverage</b>	<b>Minimum Limits of Liability</b>
1. Worker's Compensation and Occupational Diseases Employer's Liability	Statutory Limits
2. Contractors' Comprehensive General Liability Insurance (Including Contractors' Protective Liability, Completed Operations	\$500,000

**Liability and Broad Form Contractual Liability)**

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

- B. **Before commencing work, Contractor shall furnish Owner and the Association or its managing agent with certificates evidencing insurance as required above.**

**II. Notices**

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

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

**For minor repairs or additions, such as carpet laying, fixture hanging, light painting, floor polishing, etc., the Board realizes small contractors may not carry extensive insurance coverage. In this instance, the Unit owner may furnish the Board with evidence of personal liability coverage of at least \$1,000,000 of General Liability. It is understood that the resident assumes all responsibility for such employees, including any damages to the Common Elements/Common Areas caused by workers in the resident's employ.**

## **H. VEHICLE RESTRICTIONS**

By that certain "Secretary's Certificate of Hammerly Woods Condominium Association" filed under County Clerk's File No. RP-2018-371485 of the Real Property Records of Harris County, Texas, the Board of Directors adopted "Vehicle Rules". The Vehicle Rules shall remain in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules. The "Vehicle Rules", as filed under County Clerk's File No. RP-2018-371485 amend and restate, and replace, in its entirety, those certain prior "Parking Rules" filed of record under County Clerk's File No. R375084 of the Real Property Records of Harris County, Texas, and those prior "Parking Policy" filed of record under County Clerk's File No. X835107 of the Real Property Records of Harris County, Texas.

## **I. TRASH DISPOSAL**

By that certain "Secretary's Certificate of Hammerly Woods Condominium Association" filed under County Clerk's File No. RP-2018-371486 the Real Property Records of Harris County, Texas, the Board of Directors adopted "Trash Rules". The Trash Rules shall in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules.

## **J. PETS**

By that certain "Secretary's Certificate of Hammerly Woods Condominium Association" filed under County Clerk's File No. RP-2018-371488 of the Real Property Records of Harris County, Texas, the Board of Directors adopted "Pet Rules". The Pet Rules, as amended from time to time, shall remain in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules. The "Pet Rules", as filed under County Clerk's File No. RP-2018-371488 amend and restate, and replace, in its entirety, that certain "Pet Policy" filed of record under County Clerk's File No. R513472 or the Real Property Records of Harris County, Texas.

## **K. SATELLITE DISH(ES)**

By that certain "Policy Resolution: Satellite Dish Installation" filed under County Clerk's File No. U688537 the Real Property Records of Harris County, Texas, the Board of Directors adopted "Satellite Dish Installation Rules". The Satellite Dish Installation Rules shall in full force and effect, and remain valid and subsisting and enforceable, separate and apart from these Rules.

## **L. MISCELLANEOUS**

- L-1. **SECURITY.** The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium Project designed to make the Condominium Project less attractive to intruders than it otherwise might be. The Association, and its/their respective Directors, officers, committees, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium Project, and shall not be held liable for any loss or damage by reason of failure to provide adequate security

**or the ineffectiveness of any security measures undertaken. Each Owner, Resident, guest, and invitee within the Condominium Project assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium Project. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium Project.**

- L-2. RIGHT TO HEARING.** Within thirty (30) days after the date of any notice of violation of these Rules, an Owner (or agent acting on behalf of such owner pursuant to a written authorization) may request in writing a hearing by the Board of Directors. The Board of Directors will schedule such hearing for a date and time within sixty (60) days following the receipt of the Owner's written request, and such hearing may be conducted during a regularly scheduled or special Board of Directors meeting (such hearing shall be held in executive session) At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person or may be represented by another person or written communication.
- L-3. MAILING ADDRESS.** An Owner who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Condominium Documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.

Owners are responsible to update the managing agent of the Association with any changes of their contact numbers, addresses and email addresses. In addition, the owner is responsible to update the contact numbers, addresses and email addresses of their tenants.

Former Owners and tenants who move away from the Condominium Project are responsible to provide the managing agent of the Association with a forwarding address.

Owners who lease their units are responsible to follow the Association's Leasing Rules and Regulations.

- L-4. COMPLAINTS.** Complaints regarding the service of the Condominium Project and grounds or regarding action of other Owners shall be directed to the attention of the Association's managing agent made in writing to the Board.
- L-5. REVISION.** These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until 10 days after the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit.

L-6. OTHER RIGHTS. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Articles of Incorporation, and the laws of the State of Texas.

L-7. EFFECTIVE DATE. These "Rules and Regulations" are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

These Rules and Regulations shall be effective as of the date same are recorded in the County Clerk's Records of Harris County, Texas.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 25th day of APRIL, 2019.

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, a Texas non-profit Corporation**

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By: Barbara Lee Platt  
(signature)  
BARBARA LEE PLATT  
(name printed)

Its: SECRETARY  
(Officer Position)

STATE OF TEXAS

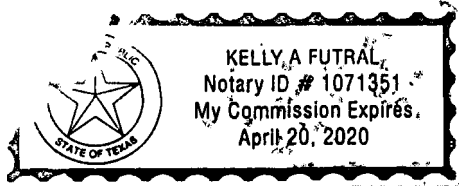
COUNTY OF HARRIS

This instrument was acknowledged before me on this 25th day of APRIL, 2019, by Barbara Platt, **HAMMERLY WOODS CONDOMINIUM ASSOCIATION**, a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral  
Notary Public, State of Texas

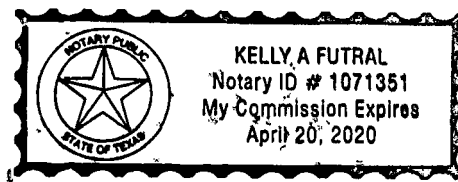
Record and Return to:

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



HAMMERLY WOODS, Rules.012519(4)

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**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.



FILED FOR RECORD

8:00:00 AM

Monday, May 6, 2019



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Monday, May 6, 2019



COUNTY CLERK  
HARRIS COUNTY, TEXAS

6  
Amend  
A

**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

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**AMENDED AND RESTATED  
PET RULES AND REGULATIONS**

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

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The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on April 25, 2019, with at least a majority of the Board of Directors present, the following resolutions was duly made and approved by the Board of Directors:

**WHEREAS**, the Association is responsible for the administration, governance and maintenance of the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II**; and 2EE

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

**WHEREAS**, without limitation: Section 82.102(a) (7) of the Texas Property Code authorizes the Association, acting by and through its Board of Directors, to adopt and amend rules regulating the use, occupancy, leasing or sale of the units; Article V, Section 10(P) of the Bylaws authorizes the Association, acting by and through its Board of Directors, to make and enforce compliance rules and regulations relative to the operation, use, and occupancy of the dwelling units, common elements, and Association facilities; and

**WHEREAS**, the Association, acting by and through the Board of Directors, heretofore (i) adopted that certain "Pet Policy", which was filed of record under County Clerk's File No. R513472 or the Real Property Records of Harris County, Texas; and (ii) subsequently amended and restated such Pet Policy by the adoption of those certain "Pet Rules" shown in that certain "Secretary's Certificate of Hammerly Woods Condominium Association" filed under County Clerk's File No. RP-2018-371488 of the Real Property Records of Harris County, Texas (the "Pet Rules"); and

Whereas, the Board of Directors for the Association has deemed it necessary to amend the Pet Rules their entirety by the adoption of these Amended and Restated Pet Rules and Regulations;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors on behalf of the Association hereby amends the Pet Rules by deleting same in their entirety and adopts the following "Amended and Restated Pet Rules and Regulations", as follows:

### **AMENDED AND RESTATED PET RULES AND REGULATIONS**

#### **A. CONDITIONAL PERMISSION TO KEEP OR MAINTAIN PETS.**

Pet(s) shall be conditionally permitted in accordance with the provisions of this section. Provided that all of the following rules are met and maintained at all times, each resident shall be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with the following rules (conditional permission). If any of the following rules are violated, the conditional permission to keep or maintain any pet in violation of such rules shall be subject to being revoked by the Board in the Board's sole and absolute discretion.

#### **B. RESTRICTIONS AS TO PET(S)**

The following rules shall apply to all residents, and their pet(s). Violation of any of the following rules may be the basis for revocation of the conditional Permission to keep such pet (s). Owners shall be responsible for ensuring their tenants, and guests comply with these Rules.

1. No animals shall be kept except normal and customary household pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, farm animals, or endangered species are prohibited.
2. As to dogs and cats, there shall be allowed only two (2) dogs and two (2) cats per unit. Provided, however, that if any resident owns and maintains more than two (2) dogs and two (2) cats as of the date of the adoption of these Rules and Regulations in his /her/their unit, such dog(s) and cat (s) shall be deemed grandfathered and shall be permitted to remain at the property for the durations of their lives. No other pets in violation of these rules will be deemed grandfathered unless approved in writing by the Board.
3. No pets shall be kept or bred for commercial purposes.
4. No pets shall be kenneled or tethered unattended for any period of time on any part of the limited or general common elements of the property, patio or balcony.
5. Pets may not be housed temporarily or permanently on the patio of any unit.

6. No pet shall be fed, nor water provided, on a patio or balcony. Pets and animals of any kind may not be fed in common or limited common areas, including bird and squirrel feeders in trees.
7. Pets shall be kept in a manner that does not disturb another resident's rest of peaceful enjoyment of his or her unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
8. ALL PETS SHALL BE KEPT ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF THEIR OWNER WHILE ON THE COMMON GROUNDS. THERE SHALL BE NO EXCEPTIONS (City of Houston leash law mandates this). No pet shall be allowed to run loose within the property. Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier. Residents shall not allow cats under their control or supervision to roam free on or about the common area/common elements.
9. No savage or dangerous animals shall be kept (i.e. vicious breeds, trained attack dogs, or any dog deemed to be a threat to the well-being of people or other animals by the Association etc.) As directed and upon approval of the Board, upon notice from the Association's managing agent, any animal that has been implicated in an attack on a person or other animal must be removed from the community immediately.
10. EACH RESIDENT WHO MAINTAINS A PET SHALL BE RESPONSIBLE TO PICK-UP AND DISPOSE OF ANY DEFICATION BY SUCH PET ON THE PROPERTY AND MUST HAVE IN HIS/HER POSSESSION A BAG OR POOPER SCOOPER. The Board will levy a fine against a unit and its owner each time wastes are discovered on the Common Elements and attributed to an animal in the custody of that unit's resident.
11. Pets are not allowed in the swimming pool at any time. Except for "service animals" as defined by applicable ADA regulations, pets are not allowed in the pool enclosure at any time (the term "service animal" as defined by applicable ADA regulations does not include assistance animals which provide emotional support to persons with a disability-related need for that support).
12. Residents are not permitted to bathe or groom dogs and/or cats outside in the common area or in the pool.
13. The Board of Directors has approved a "trap, neuter, and release" committee (the "TNR Committee") which shall implement and oversee a program to trap feral cats roaming free on or about the common areas/common elements (the "TNR Program"). For so long as the TNR Committee is in existence, it may oversee the periodic placement of cat traps to capture cats roaming on or about the common areas/common properties for the purpose of spaying/neutering and releasing

same in accordance with the TNR Program. Any cats processed through the TNR Program will have its ear notched or otherwise be marked to reflect that it has been neutered/spayed. Residents shall not allow their cats to roam free on or about the common areas/common elements, as such cats may be captured by virtue of the implementation of the TNR Program. Residents are encouraged to microchip cats under their ownership or control so that if such cats are captured in a cat trap, the TNR Program, the Houston Bureau of Animal Control (BARC), or other intake agency of stray/lost animals may (with no requirement to do so), attempt to locate the owner. The Association, the Board, the TNR Committee, or the Association's managing agent shall have no responsibility or liability to any Resident for the disposition of any cat under such Resident's ownership or control which is captured in any such cat trap.

One of the functions of the TNR Committee is to monitor and control the feral cat population on or within the common area/common elements. Feral cats which are processed through the TNR Program and released back onto the common area/common elements are characterized as "community cats" and will be cared for (including the providing of food in disengaged areas and at predetermined scheduled times) by the TNR Committee. Only TNR Committee members shall be allowed to set cat traps and trap cats on or within the common area/common elements, or to feed such community cats on or within the common area/common elements. The TNR Committee and/or the TNR Program may be terminated, modified, or re-structured at any time and from time to time by action of the Board of Directors.

14. Residents who keep or maintain pet (s) in accordance with these rules must be responsible pet owners and not allow their pet (s) to unreasonably interfere with the rights of other residents.

15. All pet (s) shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary condition.

#### **16. VIOLATION OF RULES; REVOCATION OF CONDITIONAL PERMISSION.**

In the event that any resident violated any of the foregoing rules, or fails or refuses to maintain and care for his/her/their pets, or allows their pets to unreasonably interfere with the rights of other residents, or such pets are determined to be offensive on account of noise, odor, or pose a threat to other residents, the Board, in its sole discretion, shall have the right to revoke the permission to keep any pet in violation of the rules of these provisions, and the resident shall be obligated to promptly remove and relocate any such animal determined by the Board to be in violation of these provisions.

#### **17. FINES.**

The Association may levy a fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be), for violations of these Rules. Provided, however, that no such fines shall be imposed unless notice and an opportunity to be heard are given in accordance with the following:

Before the Association may levy a fine for a violation of these Rules, the Association shall give the Owner of the Unit written notice that:

1. describes the violation and states the amount of the proposed fine;
2. states that no later than the 30<sup>th</sup> day after the date of the notice, the Owner of the Unit may request a hearing before the Board to contest the fine; and
3. allow the Owner of the Unit a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner of the Unit was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

The Association may give a copy of the notice(s) required above to the Resident(s) of the Unit (if different than the Owner).

The Association must give notice of a levied fine to the Owner of the Unit not later than the 30<sup>th</sup> day after the date of levy.

Notices required by this section may be given by the Board or the managing agent of the Association acting on behalf of the Association.

#### **18.ENFORCEMENT.**

The Association may seek to enforce violations of these Rules by any and all lawful means, including, without limitation, by the levy of fines; suspension of voting privileges or the use of general common element amenities; the filing of a "Notice of Non-Compliance in the Real Property Records of Harris County, Texas; and/or by filing of lawsuit(s) seeking appropriate temporary and permanent injunctive relief mandating the removal of such pet. Any or all of the foregoing remedies may be joint or several; and the implementation of any of such remedies shall not be deemed a waiver as to the subsequent implementation of one or more other remedies.

The Association, the Board, its agents, and/or employees shall not be held to a standard requiring that they monitor, or conduct full time surveillance of activity occurring on/within the common areas/common elements for the purpose of observing, detecting, and enforcing violations of these Rules as and when any such violations occur, in "real time"; and shall not be responsible or liable to any Owner, Resident, or any other party whomsoever who claims any damage, injury, or loss for the failure or inability of the Association, the Board, its agents or employees to detect and enforce violations of these Rules at the time any such violations occur in "real time".

#### **19.DAMAGE/INDEMNITY.**

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



**20.EFFECTIVE DATE.**

These "Amended and Restated Pet Rules and Regulations" of Hammerly Woods Condominium Association, Inc." is/are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

These Amended and Restated Pet Rules and Regulations shall be effective as of the date same are recorded in the County Clerk's Records of Harris County, Texas.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this 25th day of APRIL, 2019.

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC., a Texas non-profit Corporation**

By: Barbara Lee Platt  
(signature)  
BARBARA LEE PLATT  
(name printed)  
Its: SECRETARY  
(Officer Position)

122

STATE OF TEXAS

COUNTY OF HARRIS

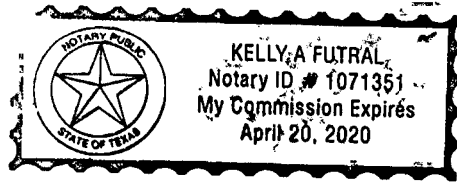
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This Instrument was acknowledged before me on this 25th day of APRIL, 2019, by Barbara Platt of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral  
Notary Public - State of Texas

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

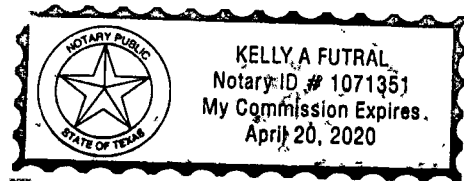
JJ



Hammerly Woods. Amended and Restated Pet Rules.032719

**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.



FILED FOR RECORD

8:00:00 AM

Monday, May 6, 2019



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Monday, May 6, 2019



COUNTY CLERK  
HARRIS COUNTY, TEXAS

CORRECTED

**CERTIFICATE OF CORPORATE RESOLUTION \*\*\***  
**OF THE BOARD OF DIRECTORS**  
**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**  
**("ASSOCIATION")**

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**POLICY**  
**RELATING TO THE ASSOCIATION'S USE OF CAMERAS IN COMMON AREAS**

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The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium Project") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on 9-24- 2020, with at least a majority of the Board of Directors present, the following resolutions was duly made and approved by the Board of Directors:

**WHEREAS**, the Association is responsible for the administration, governance and maintenance of the **HAMMERLY WOODS CONDOMINIUM NO. I** and the **HAMMERLY WOODS CONDOMINIUM NO. II** (collectively, the "Condominium"); and

**WHEREAS**, by this resolution, the Board of Directors is desirous of adopting a policy relating to the Association's use of cameras in the Common Elements/common area of the Condominium, and the circumstances, if any, which data generated from the use of such cameras will be made available to owners, residents, or third parties;

**NOW THEREFORE**, the Board of Directors hereby adopts the following policy relating to the Associations' use of cameras in the Common Elements/common area of the Condominium:

1. One or more surveillance cameras have been installed on/within the Common Elements/common areas of the Condominium (the "Camera" in the

\*\*\*This document is being re-recorded to correct the margins on page 2. This document was originally recorded under Harris County Clerk's File No. RP-2020-487629

RP-2020-492384

singular and "Cameras" in the plural). The purpose of the Cameras is to record the activity of persons on/within the Common Elements/common area for the purposes of deterring and/or investigating crimes and/or vandalism of Association property (real and personal), and or the real and personal property of owners or residents in the Condominium. Under appropriate circumstances, the Cameras may also be utilized to assist in the enforcement of violations of the Association's governing documents.

2. Cameras may not be monitored in "real time" and therefore no owner or resident of the Condominium should have an expectation that the cameras are being monitored in "real time".
3. Images captured by Cameras will be preserved for viewing for a limited time period through the use of DVR recording or similar technology, on an as when and as needed basis. The Association shall have no obligation to preserve images captured by the Cameras for any specified period of time, and shall have no obligation to any person whomsoever who claims any damage in whole or part by virtue of the failure to preserve such images.
4. Videos footage is subject to being reviewed by (i) members of the Board of Directors; (ii) person(s) authorized by the Board of Directors to review such footage; (iii) members of law enforcement; and (iv) residents of the subdivision requesting such review, for a proper purpose. A "proper purpose" shall include, without limitation: if such resident was/is the victim of a criminal action for which a police report has been filed, such resident shall be allowed access to review the video footage.

Cameras installed and utilized within the Condominium are not provided for security, and do not constitute security for any resident, guest, or invitee on or within the Condominium. The Association, its Directors, Officers, employees, and/or managing agent shall not in any way be considered as insurers or guarantors of any resident's safety or security on or within the Condominium. The Association, its Directors, Officers, employees, and/or managing agent shall not be held liable for any loss or damage by reason of the failure or ineffectiveness of the Cameras to prevent or resolve any criminal activity (whether burglary, theft, assault, hold-up or otherwise), the malfunction of such Cameras, or the failure of the Association to maintain same in good working condition.

This policy shall be effective as of the date same are recorded in the County Clerk's Records of Harris County, Texas.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand  
this 24 day of Sept., 2020

**HAMMERLY WOODS CONDOMINIUM  
ASSOCIATION, a Texas non-profit  
Corporation**

By: Barbara Lee Pratt  
(signature)  
Barbara Lee Pratt  
(name printed)

Its: Secretary  
(Officer Position)

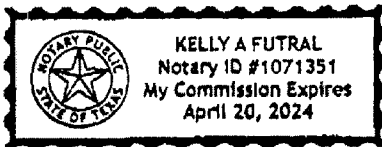
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 24 day of  
Sept, 2020, by Barbara Lee Pratt, Secretary  
**HAMMERLY WOODS CONDOMINIUM ASSOCIATION**, a Texas non-profit  
corporation, on behalf of such corporation.

Kelly Futral

Notary Public, State of Texas



RP-2020-492384

RP-2020-492384  
# Pages 4  
10/14/2020 11:31 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
CHRIS HOLLINS  
COUNTY CLERK  
Fees \$26.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2020-492384



**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

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**AMENDED AND RESTATED  
VEHICLE RULES  
(VEHICLE REGISTRATION, OPERATION, AND PARKING)**

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**

---

The undersigned is an Officer of **Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II** (the "Condominium") pursuant to (a) (i) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. I**", recorded in Volume 30, Page 46 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto; and (ii) that certain "Condominium Declaration for **HAMMERLY WOODS CONDOMINIUM NO. II**", recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively, the "Declaration"); (b) the Bylaws of the Association ("Bylaws"); and (c) the applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on April 22, 2021, with at least a majority of the Board of Directors present, the following resolutions was duly made and approved by the Board of Directors:

**WHEREAS**, the Association is responsible for the administration, governance and maintenance of the **HAMMERLY WOODS CONDOMINIUM NO. I**, and the **HAMMERLY WOODS CONDOMINIUM NO. II**; and

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

**WHEREAS**, without limitation: Section 82.101(a)(6) of the Texas Property Code authorizes the Association, acting by and through the Board, to "regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium"; and Section 82.101(a)(7) of the Texas Property Code authorizes the Association, acting by and through the Board, to "adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent that the regulated actions affect common elements or other units"; and Article V, Section 10(P) of the Bylaws authorizes the Association, acting by and through its Board of Directors, to make and enforce compliance rules and regulations relative to the operation, use, and occupancy of the dwelling units, common elements, and Association facilities; and

**WHEREAS**, the Association, acting by and through the Board of Directors, heretofore adopted those certain "Vehicle Rules", which were filed of record under County Clerk's File

No. RP-2018-371485 or the Real Property Records of Harris County, Texas (the "Prior Vehicle Rules"; such "Prior Vehicle Rules", having amended and restated, and replaced, in its entirety, those certain prior "Parking Rules" filed of record under County Clerk's File No. R375084 of the Real Property Records of Harris County, Texas, and those prior "Parking Policy" filed of record under County Clerk's File No. X835107 of the Real Property Records of Harris County, Texas); and

**WHEREAS**, the Board of Directors for the Association has deemed it necessary to amend the Prior Vehicle Rules in their entirety by the adoption of these Amended and Restated Vehicle Rules and Regulations;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors on behalf of the Association hereby amends the Prior Vehicle Rules by deleting same in their entirety and adopts the following "Amended and Restated Vehicle Rules and Regulations", as follows:

**AMENDED AND RESTATED VEHICLE RULES AND REGULATIONS  
(VEHICLE REGISTRATION, OPERATION, AND PARKING)**

[Capitalized terms not otherwise defined herein shall have the same meaning as defined in the Declaration and/or Bylaws referenced in the preamble hereof]

1. **Vehicle Registration:** New residents must register vehicles within 72 hours (three (3) business days) of move-in and obtain the approval of the Hammerly Woods Association Condominium Association Inc. (the "Association") for the issuance of approved parking stickers and gate access stickers. To register a vehicle with the Association the resident must contact the Association's then acting managing agent ("Management Company"), which is presently Creative Management Company (8323 Southwest Freeway, Suite 330, Houston, TX 77074; 713-772-4420). In addition, new vehicles, additional vehicles, and replacement vehicles associated with a unit must be registered within 72 hours (three (3) business days).

2. **Parking stickers:** All resident motor vehicles on the property must be registered with the Association and must display a current Association approved parking sticker affixed to the bottom of the driver side front window. If a vehicle is parked on the Hammerly Woods property (the "Property") for more than 72 hours (three (3) business days) without this parking sticker or making temporary arrangements with the Management Company, it is subject to being tagged with a 48 hour tow-away notice.

a. Association approved parking stickers are issued without charge upon registration of the vehicle. All new residents must register vehicles under his/her control immediately upon assuming residency at the Property, and must immediately affix the parking sticker(s) to the vehicle(s). Vehicles not properly displaying the parking stickers, or temporary arrangements not being made within 72 hours of move-in, may be tagged for notice of tow-away. New/replacement and rental vehicles are subject to the same requirement.

b. Parking stickers are not issued for RV's, trailers, boats, trucks (except pickups), commercial vehicles of any kind, and vehicle displaying advertising signs, trucks with racks above truck beds, or other vehicles deemed to be a

nuisance by the Association, nor will these vehicles be permitted to park regularly, be stored, or kept within the property at any time.

c. The number of parking stickers assigned to a unit may not exceed the number of vehicles registered to the unit, not to exceed two parking stickers. Requests for more than two stickers require approval of the Board of the Association.

3. **Gate Access Stickers:** All resident motor vehicle gate access onto property will be by either **Harris County (HC) EZ Tag or Hammerly Woods (HW) Gate Access Sticker**. Upon vehicle registration the HW Gate Access Sticker must be immediately affixed on the inside of the front windshield just below the rearview mirror. If a resident has an existing HC EZ Tag, the number may be provided to Management Company in lieu of obtaining the HW Gate Access sticker.

**Option A: Harris County (HC) EZ Tag –** (HC EZ tag may not be purchased through the Association).

- Owners/residents who have HC EZ tags may provide EZ-Tag Number to the Management Company during registration in order to have gate access, and will not need to purchase the HW Gate Access stickers.
- Your EZ tag account will NOT be charged for entering/exiting the property.

**Option B: Hammerly Woods (HW) Gate Access Sticker -**

- **Unit Owners:** can receive up to two (2) HW Gate Access Stickers at origination of registration, free of charge.
- Additional HW Gate Access Stickers are available at a cost (presently, in the amount of \$27.00 per sticker), subject to change from time to time, as determined by the Board on behalf of the Association) with approval from the Board.

a. HW Gate Access Stickers and Harris County EZ Tags are not allowed for gate access for RV's, trailers, boats, trucks (except pickups), commercial vehicles of any kind, and vehicles displaying advertising signs, trucks with racks above truck beds, or other vehicles deemed to be a nuisance by the Association.

b. The number of HW Gate Access Stickers and Harris County EZ Tags issued to a unit will not exceed the number of licensed drivers in permanent, daily residence of that unit. Requests for more than two HW Gate Access Stickers and/or HC EZ Tags per unit require approval of the Board of Directors on behalf of the Association. It is a violation for resident HW Gate Access Stickers to be passed forward to new unit Owners or residents when a unit is sold or leased/released.

4. **Parking Assignment:** Each unit on the Property has pre-assigned parking space(s), and residents are expected to utilize these assigned spaces. EACH RESIDENT MUST UTILIZE THE PARKING SPACE(S) ASSIGNED TO HIS/HER/THEIR RESPECTIVE UNIT FIRST PRIOR TO UTILIZING ANY VISITOR OR OPEN RESIDENT PARKING SPACE.

5. **Guest Entry to Property:** Guests entering the Property must use the keypad dial system to access the property. Guests will dial the unit number; this will call the resident phone line that was provided during vehicle registration. Residents will then grant access to the gate entry system; so the guest may enter the Property.

6. **Guest Parking:** Guests of residents may park in the spaces marked "Visitor Parking" on the private streets within the Property. If a guest is expected to have a vehicle on the property for more than 48 hours it is the responsibility of the resident to notify the Management Company, with a description of the vehicle, including license plate number and name and phone number of the responsible resident. All vehicle Rules apply to guest vehicles.

7. **Unauthorized Vehicle Access to Property:** Non-resident vehicles driving onto the property that have not dialed through the keypad to access the property is considered an unauthorized entry. Residents should report unauthorized vehicle entry incidents to the Management Company. Please provide the date, time, make, model of car, license plate number, and associated unit number, along with a photo of the vehicle (license plate included) if possible. If an unauthorized vehicle has entered the property, and the driver is displaying suspicious behavior, call authorities to report the incident immediately and then contact the Management Company to follow up.

8. **Vehicle operation:** Each owner, resident, and guest shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the private streets and parking areas within the Property so as to minimize the risk of property damage and personal injury. To facilitate access in the parking areas, all vehicles must be parked as far forward in each parking space as possible, also correctly facing the corresponding lane on the street. Vehicles parked on the streets not accurately facing the corresponding side of the street are subject to immediate towing.

9. **Speed Limit:** The posted speed limit on the property is 10 MPH. Residents not respecting the speed limit or driving recklessly on the property are in violation and subject to fines.

10. **Permitted Vehicles:** For the purpose of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) in any parking area or any other area within the Property. Without limitation, a vehicle shall be deemed not to be in operating condition if the same has expired or missing license tags or inspection stickers or is incapable of being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, commercial vehicles, and vehicles displaying advertising signs, trucks with racks above truck beds, trucks (other than standard sized pick-up trucks), trucks with "dually" wheels and the like shall not be parked in any parking area or any other area within the Property. No motorcycles without mufflers shall be permitted on or within the Property. Any vehicles deemed to be a nuisance by the Association are not permitted to park anywhere inside the Property. Exception: Commercial vehicles actively servicing or making repairs on the property are permitted on the Property only for the duration of the service call or until the repair is made.

**11. Vehicle Maintenance and Repair:** Repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

**12. Vehicle Washing:** Vehicles may be washed on the property as long as the rules outlined below are strictly adhered to:

- a) Only vehicles of owners and tenants in permanent daily residence of a unit may be washed on the Property.
- b) There must be a water control nozzle attached to the hose. Water must not be freely flowing from the hose.
- c) The washing of vehicles is allowed between the hours of 9:00am and 8:00pm.
- d) Vehicle washing must take place in assigned parking spots only. Washing a vehicle in a common area, open resident parking or visitor parking is a violation.
- e) Care must be taken not to disturb other residents or resident vehicles with overspray, noise control,
- f) Complete clean-up after car washing is required, no wash rags and drying towels or detergent left in sight or stored in the carport; hose must be wrapped on a hose reel.

**13. Space Use:** Because of limited parking, all parking spaces in the Property shall be used for parking purposes only, and may not be used for storage, with the exception of an Association approved (provided) trash bin against the assigned carport wall. No parking space shall be converted for living, recreational or business purposes; nothing shall be stored in any parking space. Residents are asked to keep their parking areas clean and picked up. Otherwise, the Association will remove items in the assigned parking area at the resident's expense after twenty four (24) hour written notice. NOTICE - Items deemed to be unsafe, dangerous or unsightly will be removed without notice at the resident's expense.

**14. Limitation of Number of Vehicles per Unit:** Because of the limited parking, no owner or resident may park more vehicles within the property at any time which exceeds the number of assigned parking spaces allocated to such unit plus one (1). Enforcement of this rule shall be subject to being waived as to any owner or resident who has vehicles in excess of the permitted number as of the effective date of these rules, and to owners who are assigned only one parking space for their unit. Those owners shall use the uncovered resident "open parking" spaces available.

**15. Assigned Parking Spaces:** Owners and residents shall not permit their family, guests, or invitees to use other owner's assigned parking spaces. Unauthorized vehicle parking in an assigned space is subject to being towed without notice upon the condition that the same is removed by an insured towing company. It is suggested the owner use the towing company approved by the Association and posted at the entrance of the Property.

The removal of a vehicle from an assigned parking space is the sole responsibility of the owner of the unit to which the space is assigned.

*If your vehicle or your guest's vehicle has been towed, the towing company's telephone number is listed on the signs posted at the entrance and throughout the property. Please contact the towing company directly. The Management Company cannot help you with a tow.*

16. **No Obstruction:** No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. No vehicle may be parked, even temporarily, in spaces reserved for other owners or residents, in fire lanes, within 15 feet of a fire hydrant, parked facing opposite the corresponding lane, or in any area which may be designated as "No Parking". No vehicle may be parked in a guest parking area more than two (2) days without being moved. No vehicle may be parked behind vehicles in the designated carport spaces, including motorcycles. All obstruction violations are subject to immediate tow at vehicle owner's expense.

17. **Nuisance:** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No owner, resident or guest shall cause or permit the blowing of a horn of any vehicle in which the resident or his or her guest or family shall be occupants while approaching or in the parking areas serving the Property. No vehicle may be kept on the property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules. Go karts, mini operational vehicles (made for children) and similar vehicles shall not be operated on the Property.

18. **Inoperable, Unlicensed or Unused Vehicles:** All registered vehicles must conform to all local, state, and federal regulations, must be in safe driving and running order, must display valid license plates and inspection stickers, and must be in regular use by the resident. No vehicles, registered or not, may be stored unused on the Property. A vehicle parked for more than two weeks (14 days) without being moved is considered to be a stored vehicle. Therefore, residents should notify the Management Company of an impending vacation or other extended absence. The vehicle will either be tagged for tow or Owner/tenant will be subject to fines for this violation.

19. No resident or any guest, or invitee of any resident shall utilize any Common Element electrical outlet or electricity furnished by the Association in whole or part to charge or recharge any vehicle powered in whole or part by electricity (whether battery powered or hybrid).

20. **Violations:** Any vehicle in violation of these Rules may be stickered, wheel-locked and towed pursuant to the Texas towing statute, or otherwise removed from the property by the Board at the expense of the vehicle's owner. In addition or in lieu of the foregoing, the Association shall be entitled to fine and to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these rules. The Association exercises these remedies of Rules Violations.

The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations. Any Owner and or resident in



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violation of any of the Rules governing parking set forth herein shall be liable for any damage to the common areas/common elements, any condominium Unit; or any damage, injury, or death to any other person whomsoever, to the extent such damage or injury is a result of, directly or indirectly, or is attributable to, such violation.

These "Amended and Restated Vehicle Rules and Regulations" of Hammerly Woods Condominium Association, Inc." is/are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

These Amended and Restated Vehicle Rules and Regulations shall be effective as of the date same are recorded in the County Clerk's Records of Harris County, Texas.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this 15 day of July, 2021.

**HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC., a Texas non-profit Corporation**

By: Barbara L. Platt  
(signature)

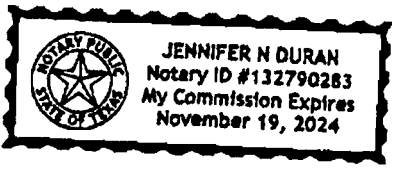
Barbara L. Platt  
(name printed)

Its: Secretary HWCA  
(Officer Position)

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 15 day of July, 2021, by Barbara Platt, Secretary of **HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Jennifer N Duran  
Notary Public - State of Texas



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# Pages 8  
07/21/2021 11:30 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$42.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2021-411596

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.  
(DOCUMENT RETENTION)**

The undersigned Officer of Hammerly Woods Condominium 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 August 26, 2021, 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 (i) "Condominium Declaration for Hammerly Woods No. I" recorded in Volume 30, Page 46 of the Condominium Records of Harris County, Texas, and (ii) "Condominium Declaration for Hammerly Woods No. II" recorded in Volume 82, Page 85 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 the Hammerly Woods Condominium No. I and the Hammerly Woods Condominium No. II (the "Condominium") and the restrictive covenants set forth therein; and

**WHEREAS**, by this resolution, the Board of Directors wishes to adopt a policy governing the retention of documents consistent with the provisions of Section 82.1141(i) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units in the Condominium as to same.

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

**ASSOCIATION POLICY AS TO  
DOCUMENT RETENTION**

It shall be the policy of the Association to retain the following documents in accordance with the stated requirements.

1. Certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently;
2. Financial books and records shall be retained for at least seven (7) years;
3. Account records of current owners shall be retained for at least five (5) years;
4. Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;
5. Minutes of meetings of the owners and the board shall be

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- 6. retained for at least seven (7) years; and  
Tax returns and audit records shall be retained for at least seven (7) years.

The Association shall not be required to retain any documents not shown herein above. After the expiration of the applicable retention period, the documents are subject to removal from the Association's books and records, and shall no longer be available for review or inspection.

**Hammerly Woods Condominium Association, Inc.**, a Texas non-profit corporation

By: *Virginia S. Dietz*  
(signature)

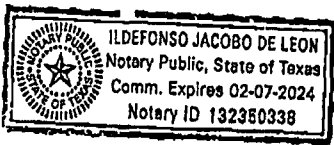
VIRGINIA S. DIETZ  
(name printed)

Its: HOA President  
(title)

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on this 28 day of August, 2021, by VIRGINIA S. DIETZ, HOA of Hammerly Woods Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*[Signature]*  
Notary Public - State of Texas



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# Pages 3  
09/01/2021 04:36 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$22.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC.  
(RECORD PRODUCTION AND COPYING)**

The undersigned Officer of Hammerly Woods Condominium 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 August 26, 2021, 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 (i) "Condominium Declaration for Hammerly Woods No. I" recorded in Volume 30, Page 46 of the Condominium Records of Harris County, Texas, and (ii) "Condominium Declaration for Hammerly Woods No. II" recorded in Volume 82, Page 85 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Bylaws of the Association, and all dedicatory instruments governing the Association, the Association is responsible for the administration and operation of the Hammerly Woods Condominium No. I and the Hammerly Woods Condominium No. II (the "Condominium") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing the production and copying documents consistent with the provisions of Section 82.114(h) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of condominium units in the Condominium as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of condominium units in the Condominium as to the following policy of the Association:

**ASSOCIATION POLICY AS TO  
RECORD PRODUCTION AND COPYING**

**I. BOOKS AND RECORDS.**

- A. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 82.114 of the Texas Property Code. An owner is entitled to obtain from the Association copies of information contained in the books and records.
- B. The files of the Association's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Association is seeking reimbursement from the owner may be requested by said owner in accordance with Section 82.114(c) of the Texas Property Code.
- C. The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument history of an individual unit owner of the Association, a unit owner's personal financial



information (including records of payment or non-payment of amounts due to the Association), a unit owner's contact information, a unit owner's address, or information related to an employee of the Association (including personnel files). Information may be released in an aggregate or summary manner that would not identify an individual owner.

- D. The Association may release or allow inspection of any of the books and records described in Section 1.C. if (1) the express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.
- E. The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association.

**II. WRITTEN REQUEST AND NOTICES.**

- A. An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Association or authorized representative as reflected in the most current management certificate of the Association recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Association's books and records being requested. The written request must contain an election to either inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
  - 1. If an owner or the owner's representative requests an inspection, the Association shall on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request send written notice of dates during normal business hours that the owner or the owner's representative may inspect the books and records to the extent those books and records are in the possession, custody or control of the Association.
  - 2. If an owner or the owner's representative requests copies of the identified books and records, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request, except as otherwise provided in this policy.
- B. If the Association is unable to produce the books and records requested on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request, the Association must provide to the requestor a written notice that (1) informs the requestor that the Association is unable

to produce the information on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15<sup>th</sup>) business day after the date notice under this section is given.

- C. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the Association to copy and forward to the requesting party. The requesting party shall pay, in advance of the inspection, the costs for labor to supervise the inspection in accordance with Section III. After the inspection, the requesting party shall pay, in advance, the costs to copy and forward the identified documents in accordance with Section III.

III. COSTS AND EXPENSES.

- A. The Association will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy. Such costs shall include all reasonable costs of materials, labor, overhead, and postage. Such costs shall be charged at an amount not to exceed costs that would be applicable for an item under Title 1 Texas Administrative Code Section 70.3 as same may change from time to time for an item produced by the Association, and may not exceed actual costs for an item produced by a third party. As of the date of this Policy, charges applicable under the Texas Administrative Code are as follows for the following items (please refer to the Texas Administrative Code for a complete list of permissible charges and amounts):

COPY COSTS	<p>\$0.10 per page for 8 ½ x 11 pages</p> <p>\$0.50 per page for pages 11 x 17 or greater</p> <p>Actual costs for specialty paper (color, photographs, maps, etc.)</p> <p>\$1.00 for each CD or audio cassette</p> <p>\$3.00 for each DVD</p>
LABOR	<p>\$15.00 per hour for actual time to locate, compile, manipulate data, and reproduce books and records</p> <p>(if copy request is more than 50 pages)</p>
OVERHEAD	<p>20% of total labor charge</p> <p>(if copy request is more than 50 pages)</p>
MATERIALS	<p>Actual cost of labels, boxes, folders, envelopes and other supplies used locate, compile, and</p>

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reproduce books and records

POSTAGE Actual cost

- B. An owner must pay, in advance, the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30<sup>th</sup>) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) business day after the date the final invoice is sent to the owner, may be added to the owner's account with the Association as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be issued to the owner not later than the thirtieth (30<sup>th</sup>) business day after the date the final invoice is sent to the owner. The Association shall determine estimated costs of compilation, production and reproduction based upon the amounts shown in Section III.A. herein above.

WITNESS MY HAND on this 28 day of August, 2021.

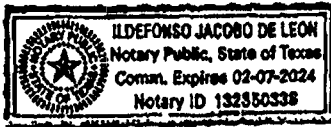
HAMMERLY WOODS CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]  
 (signature)  
VIRGINIA DIETZ  
 (name printed)  
 Its: HOA PRESIDENT  
 (officer position)

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 28 day of AUGUST, 2021, by VIRGINIA S DIETZ, HOA of Hammerly Woods Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public - State of Texas

RP-2021-502591  
# Pages 5  
09/01/2021 04:36 PM  
e-Filed & e-Recorded in the  
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HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

RECORDERS MEMORANDUM

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THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2021-502591