

**BOARD RESOLUTION OF  
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.  
Regarding Replacement of Failed "Garden Windows" on Interior of Property with  
Conventional Windows and Refurbishment of "Garden Windows" Facing Regency Square  
Court**

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**DATED:** 9, 6, 2011.

STATE OF TEXAS §  
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COUNTY OF HARRIS §

I, Koby Shalev, Secretary of REGENCY COURT HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), do hereby certify that at a meeting of the Board Members of the Association, which was held on the 30<sup>th</sup> day of MARCH, 2011, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution regarding the replacement of failed "Garden Windows" on the interior of the property with conventional windows and the refurbishment of the failed "Garden Windows" on the exterior of the property.

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WHEREAS, based on the options presented and the balancing of aesthetics and cost, the Association's Board of Directors unanimously voted in favor of replacing the failed "Garden Windows" on the interior of the property with conventional windows and to refurbish the failed "Garden Windows" on the exterior of the property, being those "Garden Windows" facing Regency Square Court;

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association unanimously adopts this formal resolution for the purpose of correcting the property's failed "Garden Windows" in accordance with the terms of this formal resolution.

Dated: 9-6-11

[Signature]  
Koby Shalev - Board Secretary

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

**ACKNOWLEDGMENT**

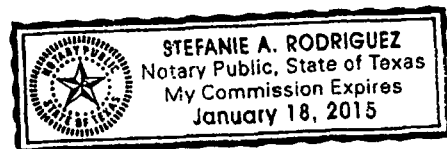
This instrument was acknowledged before me on the 06 day of September, 2011, by Koby Shalev, as secretary of REGENCY COURT HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.

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

FILED FOR RECORD  
8:00 AM

SEP 20 2011

[Signature]  
County Clerk, HARRIS County, Texas





Dated: 8-30-11

Marshall Mansour  
Marshall Mansour - Director

STATE OF ~~TEXAS~~ MS §  
Washington §  
COUNTY OF ~~HARRIS~~ §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30 day of Aug, 2011, by Marshall Mansour, as a board member of REGENCY COURT HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.

T. H. V. V. V.  
Notary Public in and for the State of Texas

RETURN TO: JJ  
LAMBRIGHT & ASSOCIATES, P.C.  
5851 San Felipe, Suite 860  
Houston, Texas 77057



RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. 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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

SEP 20 2011



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011-09-20 10:00:00

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

**REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**

**RELATING TO INTERIOR REPAIRS OF UNITS**

The undersigned Secretary for **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association set forth in that certain "Condominium Declaration for **REGENCY COURT TOWNHOMES CONDOMINIUM**", recorded in Volume 126, Page 125 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), covering the condominium development commonly known as "**REGENCY COURT TOWNHOMES CONDOMINIUM**" does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on AUGUST 29, 2012, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

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

**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 Owners of the Units are responsible for the maintenance and repair of the Units; and

**WHEREAS**, the Board of Directors, having considered all relevant factors, and based on its business judgment, has deemed it necessary and desirable to adopt a 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:

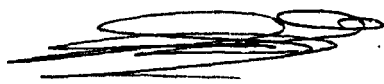
1. This Policy shall cover any interior repair(s) caused or resulting from (i) water penetration into the Unit through or resulting from a leak in the General Common Element roof or walls (excepting therefrom any water penetration around or within any doors or windows), (ii) plumbing leaks (water or sewer) in any General Common Element pipe or General Common Element plumbing system; and/or (iii) repairs to the General Common Element foundation/slab of the buildings ("Covered Repairs" herein). Covered Repairs shall not include the repair or replacement of any personal property located within any Unit.
2. The Association, as a common expense, shall perform Covered Repairs to the limited extent set forth in this Policy.
3. 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 Owners (whether any existing 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.

RP 083-83-0571

Betterments and improvements shall be deemed to include, without limitation, upgraded flooring (tile, wood, laminate, etc.), wall paper, and the like.

4. In the event of any interior damage necessitating any repair contemplated by this Policy, any 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.
5. 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 Covered Repair pursuant to this Policy. The Association shall not be responsible for any additional, consequential, or incidental damages resulting from the failure of any Owner to promptly report any such water leak, pipe break, or other source of any such damage.
6. The Association must be afforded access into Unit(s) to perform Covered Repairs within a reasonable time, not to exceed, in any event, within thirty (30) days from the date that the Association notifies an Owner that the Association has approved a bid from its contractor(s) to perform the Covered Repairs. The Association shall not be responsible to perform any Covered Repairs or for any additional, consequential, or incidental damages resulting from the delay in any such repairs in the event that an Owner fails or refuses to afford the Association, its agent(s), and/or contractors timely access into the Unit to perform the Covered Repairs.
7. In the event that a Covered Repair is a result of a casualty loss for which there is insurance coverage (above any stated deductible), then the scope of repairs shall be governed by the policy coverage in effect, subject to any stated deductible and subject to any applicable Insurance Deductible Policy Resolutions(s) then in effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 29 day of Aug, 2012.



(signature)

Koby Shalev

(name printed)

SECRETARY,  
**REGENCY COURT HOMEOWNERS  
ASSOCIATION, INC.**  
a Texas non-profit corporation

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**FILED FOR RECORD  
8:00 AM**

**SEP -7 2012**

*Stan Stewart*  
**County Clerk, Harris County, Texas**

2012-08-29 10:00 AM

[Acknowledgment]

The State of Texas

County of Harris

This instrument was acknowledged before me on the 29th day of August, 2012, by Koby Shalev, Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation**, on behalf of said corporation.

*Kelly Futral*

Notary Public in and for the State of Texas



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

SEP -7 2012



*Stuart Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**RECORD AND RETURN TO:**

Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P. *ll*  
Attn: Richard C. Lievens  
9225 Katy Freeway, Suite 250  
Houston, Texas 77024-1564

RP 083-83-0573

**SECRETARY'S CERTIFICATE**  
**Regency Court Homeowners Association, Inc.**  
**A Texas Non-Profit Corporation**

**Resolution Regarding Cable Termination**

The undersigned, being the duly elected, qualified and acting Secretary of Regency Court Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on OCTOBER 31, 2012.

WHEREAS, the Association is responsible for governance and maintenance of Regency Court Homeowners Association, Inc. as described in the "Condominium Declaration for Regency Court Condominiums", filed for record under Volume 126, Page 125 et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

WHEREAS, the Association exists pursuant to state law and 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 termination of cable services for non-payment and/or late payment of assessments for Regency Court Homeowners Association, Inc.,

AND WHEREAS, the Board of Directors of Regency Court Homeowners Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Regency Court Homeowners Association, Inc. sets the policy as follows:

All assessments are due on the first (1st) day of each month; any assessment not paid by the fifteenth (15<sup>th</sup>) day of each month will incur a late penalty. A reminder notice will be sent to the owner advising that cable service may be terminated if payment is not received within (10) days. This notice is required and will be sent by regular mail only.

*Resolution Regarding Cable Termination*  
*Regency Court Homeowners Association, Inc.*

**FILED FOR RECORD**  
**8:00 AM**

**NOV - 7 2012**

*Stan Stewart*  
County Clerk, Harris County, Texas

RP 084-68-0460

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If the account remains delinquent after the fifth (5th) day of the following month, cable service will be terminated; a fee (currently \$50.00, but subject to change) will be charged to each account when a request is made to the contractor to have cable service terminated;

Cable service will not be restored until the account is paid in full by cashier's check or money order; payment must include all fees, including, but not limited to, assessments, late fees and collection fees due on the account at the time cable service is requested to be restored.

It may take seven (7) to ten (10) days for cable service to be restored once payment in full is received.

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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

Koby Shalev  
[Signature], Secretary for  
Regency Court Homeowners Association, Inc.  
a Texas Non-Profit Corporation

for  
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Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

10-31-12  
Date

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 31<sup>st</sup> day of October, 2012, by Koby Shalev, Secretary of Regency Court Homeowners Association, Inc., 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: ✓  
Regency Court Homeowners Association, Inc.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



Resolution Regarding Cable Termination  
Regency Court Homeowners Association, Inc.

HP 084-68-0461



**SECRETARY'S CERTIFICATE  
FOR  
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**

**REVOCATION OF PRIOR BOARD RESOLUTIONS REGARDING:**

- (i) AMENDED COLLECTION POLICY**
- (ii) SUPPLEMENTAL DEED RESTRICTION POLICY**
- (iii) RECORD RETENTION POLICY**

Reference is hereby made to that certain **"BOARD RESOLUTION OF REGENCY COURT HOMEOWNERS ASSOCIATION, INC. Regarding Ratification of Amended Collection Policy, Supplemental Deed Restriction Policy, and Record Retention Policy, for the Purpose of Filing in the County Real Property Records DATED: December 7, 2011"** filed under County Clerk's File No. 20120003421 of the Real Property Records of Harris County, Texas (collectively, the "December 7, 2011 Prior Resolution" herein).

The undersigned is the duly acting and qualified Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association set forth and described in that certain "Condominium Declaration for REGENCY COURT TOWNHOMES CONDOMINIUMS" recorded in Volume 126, Page 125 of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration").

The undersigned Secretary is further the keeper of the minutes and records of said Association, and does hereby certify that at a duly called and held regular meeting of the Board of Directors of the Association, which was held on 10-20-13, 2013, with a quorum present and attending, the Board of Directors of the Association by unanimous consent of those present adopted, approved, and confirmed the following Resolution revoking in its entirety, the December 7, 2011 Prior Resolution, and each and every Policy made the subject of same:

**RESOLUTION REVOKING DECEMBER 7, 2011 PRIOR RESOLUTION**

**WHEREAS**, the Board of Directors, having considered all relevant factors, has deemed it necessary and desirable to revoke, in its entirety, the December 7, 2011 Prior Resolution, and each and every Policy made the subject thereof; **NOW THEREFORE**, effective immediately upon the adoption of this Resolution, it is:

**RESOLVED**, that the Amended Collection Policy attached as Exhibit "A" to the December 7, 2011 Prior Resolution, is hereby revoked, withdrawn, and rescinded in its entirety; and shall be null and void, and of no force and effect whatsoever.

**FURTHER RESOLVED**, that the Supplemental Deed Restriction Policy attached as Exhibit "B" to the December 7, 2011 Prior Resolution, is hereby revoked, withdrawn, and rescinded; and shall be null and void, and of no force and effect whatsoever.

**FURTHER RESOLVED**, that the Record Retention Policy attached as Exhibit "C" to the December 7, 2011 Prior Resolution, is hereby revoked, withdrawn, and rescinded; and shall be null and void, and of no force and effect whatsoever.

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**FURTHER RESOLVED**, that the whole of the December 7, 2011 Prior Resolution, as filed under County Clerk's File No. 20120003421 of the Real Property Records of Harris County, Texas, is hereby revoked, withdrawn, and rescinded in its entirety and shall be null and void, and of no force and effect whatsoever.

The above and foregoing Revocation is being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

The undersigned has hereunto set his/her hand at Houston, Texas this 30 day of Oct, 2013.



(signature)

Koby Shalev

(name printed)

SECRETARY,  
**REGENCY COURT HOMEOWNERS  
ASSOCIATION, INC.**  
a Texas non-profit corporation

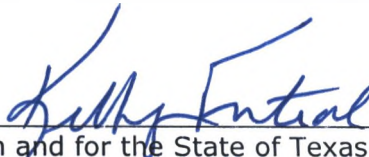
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[Acknowledgment]

The State of Texas

County of Harris

This instrument was acknowledged before me on the 30 day of October, 2013, by Koby Shalev, Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation**, on behalf of said corporation.



Notary Public in and for the State of Texas

Record and Return to:

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



RP 009-46-1255

2009-46-1256

FILED FOR RECORD  
8:00 AM

NOV -7 2013

*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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

NOV -7 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION  
OF BOARD OF DIRECTORS OF  
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.  
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

The undersigned Secretary of REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), does hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on 10-30, 2013, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

**WHEREAS** pursuant to that certain "Condominium Declaration for REGENCY COURT TOWNHOMES CONDOMINIUM" recorded in Volume 126, Page 125 et seq. of the Condominium Records of Harris County, Texas and all amendments thereto (the "Declaration"), the Association is charged with the responsibility for administering REGENCY COURT TOWNHOMES CONDOMINIUM (the "Property") and the respective restrictive covenants set forth therein; and

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

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

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

**SECTION I - DEFINITIONS**

1. **SOLAR ENERGY DEVICE.** The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power as set forth in Section 171.107 of the TEXAS TAX CODE.
2. **DECLARATION.** As defined in the preamble section set forth above.

*Retin*  
ATTORNEYS AT LAW  
9225 KATY FREEWAY, SUITE 250  
HOUSTON, TEXAS 77024-1564  
TELEPHONE (713) 224-9400  
FACSIMILE: (713) 224-0609

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RP 089-46-1234

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

## SECTION II - INSTALLATION RULES

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

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

(c) *Damages, Safety.*

- (1) Solar energy device shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions.
- (2) Solar energy devices shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
- (3) Any Owner desiring to install a solar energy device must, prior to the installation, submit an ACC application to the Association, and complete and submit an executed Agreement in the form attached hereto and marked as Exhibit "A" to the Association. Procedures for approval shall conform with those procedures in place set forth in the Declaration.

(d) *Maintenance.*

- (1) Owners who install or maintain solar energy devices are responsible for all associated costs, including but not limited to costs to:
  - (i) place (or replace), repair, maintain and move or remove the solar energy devices;

- (ii) repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the solar energy devices;
- (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the solar energy devices;
- (iv) reimburse other Owners, residents or the Association for damages caused by the installation, maintenance or use of the solar energy devices; and
- (v) restore the solar energy device site(s) to their original condition.

(2) If a solar energy device is installed on limited common elements which are maintained by the Association and same requires normal maintenance, the Owner(s) are responsible for the cost of the temporary removal of the solar energy devices and reinstallation. If maintenance requires the temporary removal of solar energy devices, the Association shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating solar energy devices associated with their units before maintenance begins and replacing solar energy devices afterwards, if an Owner so desires. If the solar energy device is not removed by the Owner in the required time, then the Association may remove the solar energy devices at the Owner's expense. The Association is not liable for any damage to solar energy devices caused by Association removal.

(e) *General.*

- (1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any solar energy devices.
- (2) No solar energy devices shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

4. Should these Guidelines be violated, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any; may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.



5. Solar energy devices located in a fenced yard or patio must not be taller than the fence line.
6. Solar energy devices that have been adjudicated by a court to be a threat to public health or safety are prohibited. Solar energy devices that have been adjudicated by a court to violate a law are prohibited.
7. If any provision of these Guidelines is determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit Corporation

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By: [Signature]

Its: Secretary Koby Shalev.

THE STATE OF TEXAS       §  
   §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 30 day of October, 2013 by Koby Shalev, Secretary of REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature: Kelly Futral]  
 Notary Public in and for the State of Texas



0021-91-001 11

**EXHIBIT "A"**  
**REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**  
**SOLAR ENERGY DEVICE AGREEMENT**

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

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

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

I, the undersigned owner, acknowledge receipt of the "Guidelines for Installing Solar Energy Devices" established by the REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") for the installation of solar energy devices at REGENCY COURT TOWNHOMES CONDOMINIUM, in Houston, Harris County, Texas. With regard to such Guidelines, I agree as follows:

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

Owner:

\_\_\_\_\_

Witness: \_\_\_\_\_

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FILED FOR RECORD  
8:00 AM

NOV -7 2013

*Stan Stewart*  
County Clerk, Harris County, Texas

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PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

NOV -7 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.  
(DISPLAYED FLAGS AND FLAGPOLES)**

The undersigned Secretary of REGENCY COURT HOMEOWNERS 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 1030, 2013, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for REGENCY COURT TOWNHOMES CONDOMINIUM" recorded in Volume 126, Page 125, et. seq. 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 REGENCY COURT TOWNHOMES CONDOMINIUM (the "Property") and the restrictive covenants set forth therein; and

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

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

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

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

- A. Flags may not be displayed and flagpoles shall not be installed on property that is:
  - 1. owned by the Association (i.e., common areas); or
  - 2. owned in common by the members of the Association (i.e., common elements).
  
- B. Each owner may install or erect not more than one (1) freestanding flagpole or one (1) mounted flagpole bracket. No more than one (1) flag of the approved types delineated by this Policy may be displayed on any flagpole at any one time.

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A freestanding flagpole allowed by this Policy may only be installed on and within the limited common element patio area appurtenant to a unit, but only to the extent that such owner's unit has a limited common element patio area. Any permitted flag pole located in the enclosed patio area appurtenant to the unit shall not exceed twenty feet (20') in height, and shall not extend into the common element airspace above and around said patio area. Flagpoles located within the enclosed patio area must be set in concrete within the ground or otherwise anchored or fastened to the ground, or weighted in such a manner that they are stable and secure. No flagpole shall be attached to any patio fencing, or to any balcony railing.

A flagpole bracket allowed by this Policy may be installed or attached to the exterior door frame of the unit's front door. A flagpole mounted in any such flagpole bracket shall not exceed five feet (5') in length. No flag or bracket mounted flag pole may extend beyond the airspace created by the boundaries of the limited common element patio area. Owners shall be responsible for any damage caused by the installation of such flagpole bracket.

- C. Displayed flags shall not be more than three (3) feet by five (5) feet in size.
- D. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
- E. No separate or independent illumination of such flags shall be permitted.
- F. 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.
- G. The flag of the United States of America must be displayed in accordance with 2. U.S.C. Section 5-10.
- H. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- I. A permitted flagpole shall be constructed of permanent, long-lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling.
- J. The display of a flag or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setback requirements filed of record.

- K. A displayed flag shall be maintained in good condition. Any deteriorated flag shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- L. The flagpole on which a displayed flag is flown shall be maintained in good condition. Any deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- M. All installations shall be completed so that they do not materially damage the Common Elements, any other owner's individually owned property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.
- N. If displayed flags or flagpoles are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of displayed flags and flagpoles. Displayed flags and flagpoles must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
- O. If maintenance requires the temporary removal of displayed flags and flagpoles, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating displayed flags and flagpoles before maintenance begins and replacing displayed flags and flagpoles afterward. If displayed flags and flagpoles are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the displayed flags and flagpoles.
- P. If these policies are violated or if displayed flags and flagpoles installation poses a serious, immediate safety hazard, the Association, after at least ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.
- Q. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

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By: [Signature]  
Koby Shalev, Secretary

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30 day of October 2013, by Koby Shalev, Secretary of REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
Notary Public - State of Texas

Retin  
ATTORNEYS AT LAW  
9225 KATY FREEWAY, SUITE 250  
HOUSTON, TEXAS 77024-1564  
TELEPHONE (713) 224-9400  
FACSIMILE: (713) 224-0609

089-46-1247



HARRIS COUNTY, TEXAS  
COUNTY CLERK

*St. Stant*



NOV - 7 2013

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 the instrument was FILED in the Public Records on the date and at the time  
stamped herein by me, and was duly RECORDED, in the Official Public Records of said Property of Harris  
County, Texas

County Clerk, Harris County, Texas

*St. Stant*

NOV - 7 2013

8:00 AM

FILED FOR RECORD

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**CERTIFICATE OF CORPORATE RESOLUTION  
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION  
(INSURANCE DEDUCTIBLE)**

The undersigned is the duly acting and qualified Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION**, a Texas non-profit corporation (the "Association"). The Association manages and administers the **REGENCY COURT TOWNHOMES CONDOMINIUM** (the "Condominium") pursuant to (i) that certain "**Condominium Declaration for REGENCY COURT TOWNHOMES CONDOMINIUMS**" recorded in Volume 126, Page 125 of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"); and (ii) 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, the undersigned hereby certifies that at a duly called and constituted meeting of the Board of Directors ("Board") held on 10-30, 2013, the Board adopted the following **INSURANCE DEDUCTIBLE RESOLUTION**:

**INSURANCE DEDUCTIBLE RESOLUTION**

**WHEREAS**, pursuant to applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE, and the Declaration, the Association is responsible for administering the Condominium and the covenants, conditions, and restrictions set forth in the Declaration; and

**WHEREAS**, 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 of Directors, having considered all relevant factors, and based on its business judgment to secure such insurance on a reasonably available basis, has agreed to certain policy deductibles, which are both reasonable and necessary; and

**WHEREAS**, the Board of Directors is of the opinion that under certain circumstances, in the event of a casualty loss, Unit 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 deductible; and

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

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

**WHEREAS**, the Board of Directors has obtained insurance policies required by 82.111(a) and (b) of TUCA, however the Board, having considered all relevant factors and

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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 of Directors, 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 of Directors is desirous of, pursuant to this Resolution: (i) notifying all Owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111(a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that while the Association shall procure such insurance covering the buildings, common elements and 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 unit 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 unit owner and the owner's unit and paid to the Association by the unit owner under any of the following circumstances:
  - a. if such insured loss was caused by or was the result of the negligence, willful misconduct, or wrongful act of the unit owner, an-occupant of the owner's unit, or the unit owner's or occupant's family, guests, employees, contractors, agents, or invitees; or
  - b. if such insured loss was due to an occurrence or condition within the owner's 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.), or appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for which the unit owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law, all irrespective of any negligence; or
  - c. if the cause of the insured loss cannot be determined, but such loss originated wholly within the owner's 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 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 unit or common elements.
4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with the applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to a unit or common elements is due wholly or partly to an act or omission of any 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 insurance proceeds against the owner and the owner's unit; and (ii) a unit owner may also be subject to liability pursuant to Article III, Section 3.10 of the Declaration.
5. 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 unit owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the unit owner and sent by certified mail/return receipt request to the unit owner's last known mailing address according to the records of the Association, or by personal delivery.
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a unit and a unit 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 unit 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 unit owner whose wrongful or negligent acts may have caused such loss, or to recover such sums from the unit owner whose acts, or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of an owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board.
7. 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.

**REGENCY COURT HOMEOWNERS ASSOCIATION, INC.** a Texas non-profit corporation

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Koby Shalev, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 30 day of October, 2013 by Koby Shalev, Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

\_\_\_\_\_  
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

2521-91-66-1252

32 009-46-1253

FILED FOR RECORD  
8:00 AM

NOV -7 2013

*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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas

NOV -7 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

# REGENCY COURT HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

1. Units are for family living, not for professional, business or commercial use.
2. All units are single family with a maximum of 2 persons per bedroom.
3. NO: Signs in windows/common area (one security sign in good condition allowed), landscape art, potted plants, trees, bushes, objects, paraphernalia, etc. can be placed or erected anywhere on the property/ landscape areas. Front door mat (one 18 x 32) in good condition allowed.
4. Household pets permitted, maximum of 2 per unit. No exotic pets.
5. Pets must be on a secured leash outside. All pet waste must be picked up (NOT left on property) and placed in personal trash receptacle for proper disposal. Pet waste may not be thrown in common trash bins (i.e., mailbox area, drains). City Laws and Ordinances prohibit.
6. No alterations or additions to the "exterior" of units are permitted without advance approval by the Regency Court Homeowners Association. This includes: changing, replacing or modifying doors, windows, window treatments (must be white facing out), garage doors, etc. Contact the management company to request a "Home Improvement Application" before planning any modification to "exterior."
7. Antennas, satellite dishes, other wireless receivers or transmitters are not permitted anywhere on the property (i.e., roof, etc.) without prior written approval from Regency Court Homeowners Association.
8. Trash is picked up Monday and Thursday and is not permitted out on non-trash pickup days. Trash "secured/sturdy tied" trash bags. NO grocery/shopping bags.
9. Please be considerate of your neighbors. No obtrusive or offensive behavior will be tolerated. Common areas of the property (i.e., birdhouses, pool, park benches, landscaped areas, between buildings, structures, etc.) are for the enjoyment of all residents and are not to be used as play areas.
10. The pool is for residents and guests. The pool closes at 10 PM. No loud music or raucous behavior will be tolerated. All persons swimming in the pool must be properly attired (no cut-offs or street clothes are permitted in the pool). No glass containers are permitted inside the fenced-area of the pool. Illegal activities and public intoxication will not be tolerated. Guests must be accompanied by a resident. Children must be accompanied by an adult resident and must be supervised. Gate to remain closed (not propped open). No lifeguard on duty.
11. A fine of \$75 per incident will be levied against the homeowner's unit account for serious or repeated violations.
12. For questions, concerns or problems, please contact Creative Management Company, (713)772-4420.
13. If you suspect illegal or unlawful behavior, contact Houston Police Department, (713) 884-3131. For a life threatening emergency, call 911.



# REGENCY COURT HOMEOWNERS ASSOCIATION

## VEHICLE AND PARKING REGULATIONS

1. Owners and guests may only park their vehicles in attached garages, marked parking spaces, or on public streets.
2. Inoperable vehicles may not be stored in marked parking spaces.
3. Inoperable vehicles are defined but not limited to:
  - a. Expired registration sticker
  - b. Flat tire
  - c. Damaged from accident
4. Recreational vehicles, boats, trailers and the like are not permitted to be parked on property.
5. No major repairs or restoration of any type of vehicle is permitted on property.
6. Excessively loud disruptive noises from vehicles are not permitted.
7. Guest parking limited to a maximum 48 hours...NO RESERVED PARKING.

## TOWING REGULATIONS

### Conditions which warrant towing with owner notification:

1. Inoperable vehicle as defined above.
2. Abandoned vehicles.
3. Vehicles with flat tires.

***Vehicles will be stickered and towed after 48 hours if not moved. All expenses incurred will be responsibility of vehicle owner.***

### Conditions which warrant immediate towing without owner notification:

1. Vehicle parked in "NO PARKING" areas.
2. Vehicle parked in front of garage door. *There is a 15 minute grace period. Vehicle must have flashers on.*
3. Vehicle parked in "FIRE LANE".
4. Vehicle on jacks.
5. Vehicle leaking fluids.
6. Wrecked vehicle which could cause physical harm.
7. Vehicle which impedes ingress or egress of property.

#### **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.

***All expenses incurred will be the responsibility of the vehicle owner***

009-46-1268

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8:00 AM

NOV -7 2013

*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

NOV -7 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**SECRETARY'S CERTIFICATE**  
**Regency Court Homeowners Association, Inc.**  
**A Texas Non-Profit Corporation**

**Resolution Regarding Payment Agreements**

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The undersigned, being the duly elected, qualified and acting Secretary of Regency Court Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on JANUARY 29, 2014.

WHEREAS, the Association is responsible for governance and maintenance of Regency Court Homeowners Association, Inc. as described in the "Condominium Declaration for Regency Court Condominiums", filed for record under Volume 126, Page 125 et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"); and

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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 Regency Court Homeowners Association, Inc.,

AND WHEREAS, the Board of Directors of Regency Court Homeowners Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Regency Court Homeowners Association, Inc. sets the policy as follows:

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

RP 098-66-0831





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

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09/05/2014 RP1 \$36.00

**REGENCY COURT HOMEOWNERS ASSOCIATION, INC**

**EXTERIOR CAMERA POLICY  
AND  
RULES GOVERNING THE INSTALLATION OF CAMERAS  
IN COMMON AREAS/Common ELEMENTS**

The undersigned Secretary for **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association set forth and described in that certain "Condominium Declaration for REGENCY COURT TOWNHOMES CONDOMINIUM" recorded in Volume 126, Page 125, et seq. of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), covering REGENCY COURT TOWNHOMES CONDOMINIUM (the "Condominium") does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on August 27, 2014, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

**WHEREAS**, the Association, acting by and through its Board of Directors, is responsible for the administration and operation of the Condominium; the repair and maintenance of the common areas/common elements; and the regulation of the use, modification, and appearance of the units and common elements; and

**WHEREAS**, from time to time respective Owner(s) of Condominium Units submit requests to the Board seeking permission to install surveillance or security cameras on the exteriors of the buildings (same being common areas/common elements), such cameras being for the exclusive use and benefit of such respective Owner(s); and

**WHEREAS**, by this resolution, the Board of Directors is desirous of adopting a policy relating to exterior cameras, and establishing rules governing the installation of cameras, by the respective Owner(s), on the exteriors of the buildings (same being common areas/common elements) for the exclusive use and benefit of such respective Owner(s);

**NOW THEREFORE, RESOLVED**, that the Board of Directors hereby adopts the following policy relating to exterior cameras, and adopts the following rules governing the installation of exterior surveillance or security cameras by respective Owner(s) on or within the common areas/common elements of the Condominium:

**EXTERIOR CAMERA POLICY:  
RULES GOVERNING THE INSTALLATION OF CAMERAS  
IN COMMON AREAS/Common ELEMENTS**

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. These rules shall not cover the installation of any Camera(s) wholly within a Unit.

RP 092-65-0284

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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. Request for the installation of a Camera must be submitted to the Association using the Home Improvement Request form or other application form furnished by the Association or its managing agent. 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 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 shall approve the location and/or placement of any Camera on a case by case basis. The Board of Directors 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, 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) All cable/conduit must be hidden and located in those areas as designated by the Board of Directors as the area where wiring and conduits are to be located.
- 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.

RP 092-65-0205



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.

- h) No liens in connection with the installation or maintenance of any Camera shall be filed against the common elements of the Condominium.
- 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.

HP 892-65-8286

- 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.

HP 892-65-0207

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.

11. *Severability*

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

RP 092-65-0208



HP 892-65-8298

FILED FOR RECORD  
8:00 AM

SEP -5 2014

*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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas.

SEP -5 2014



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

**REGENCY COURT HOMEOWNERS ASSOCIATION, INC**

**RULES GOVERNING THE COMMON ELEMENT HEATED WATER BOILER LOOP SYSTEM**

The undersigned Officer of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association set forth and described in that certain "Condominium Declaration for REGENCY COURT TOWNHOMES CONDOMINIUM" recorded in Volume 126, Page 125, et seq. of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), covering REGENCY COURT TOWNHOMES CONDOMINIUM (the "Condominium Development") does hereby certify that at a duly constituted meeting of the Board of Directors ("Board") of the Association held on July 31, 2019, with at least a majority of the Board present, the following resolution was duly made and approved by the Board:

*see*

**WHEREAS**, the Association, acting by and through its Board, is responsible for the administration and operation of the Condominium Development; the repair and maintenance of the common areas/common elements ("Common Elements"); and the regulation of the use, modification, and appearance of the condominium units ("Units") and Common Elements; and

**WHEREAS**, the Association provides and furnishes domestic hot water to the individual Units in the Condominium Development through the use of a closed water boiler loop system, which constitutes a Common Element which is generally maintained, repaired, and replaced by the Association; and

**WHEREAS**, in order for the closed water boiler loop system to operate correctly and efficiently deliver domestic hot water to the individual Units, the continuous flow of the water through the boiler loop system cannot be comprised; and

**WHEREAS**, it has come to the attention of the Board that some Owners of individual Units have installed or caused to have been installed, without the prior written consent or authorization of the Association, individual water cut-off valves in the Common Element closed boiler loop system, which, if and when such water cut-off valves are engaged, compromise the operation of the domestic hot water delivery to the individual Units; and

**WHEREAS**, the Board, by this resolution, is desirous of adopting rules governing the Common Element heated water closed boiler loop system serving the individual Units within the Condominium Development;

**NOW THEREFORE, RESOLVED**, that the Board hereby adopts the following rules governing the Common Element heated water closed boiler loop system serving the individual Units within the Condominium Development:

**RULES GOVERNING THE COMMON ELEMENT HEATED WATER BOILER LOOP SYSTEM**

1. **PROHIBITION ON INSTALLATION.** No Owner or resident (or any contractor, including a plumber acting upon the direction of an Owner or resident) shall install any valve, water cut-off valve, or other device which would restrict the

continuous flow of water through the Common Element closed boiler loop system which provides domestic hot water to the individual Units.

2. **NO ALTERATION OF COMMON ELEMENTS ALLOWED.** No Owner or resident (or any contractor, including a plumber acting upon the direction of an Owner or resident), may alter or modify any portion of the Common Element plumbing system, including the closed boiler loop system which provides domestic hot water to the individual Units, without the prior written approval of the Association. Provided, however, that this prohibition shall not preclude an Owner or resident from repairing, maintaining, or replacing the individual end-service valve(s) which serve only such Owner or resident's Unit from time to time, provided that such Owner or resident has first coordinated the shut-off of the Common Element water lines with the Association and/or the Association's authorized/designated plumber. Written approval of the Association may be provided by the Board, the Association's managing agent, and/or the Association's authorized/designated plumber.
  
3. **PRIOR UNAUTHORIZED INSTALLATION.** The following provisions shall apply to any Owner or resident who has heretofore installed a water valve, water shut-off valve, or other device which would or could restrict the flow of water through the Common Element closed boiler loop system which provides domestic hot water to the individual Units:
  - (a) such installation was, and is, deemed to be unauthorized and unapproved;
  - (b) the Owner shall not utilize such water valve, shut-off valve, or other device to stop or restrict the flow of water; and
  - (c) as with any unauthorized alteration or modification to the Common Elements, the Owner or resident shall be liable to the Association and any other Owner or resident for any damage or injury resulting from the such unauthorized alteration or modification.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 31 day of July, 2019.

**REGENCY COURT HOMEOWNERS ASSOCIATION, INC.,**  
a Texas non-profit corporation

By: John Bigman  
(signature)  
John Bigman  
(name printed)  
Its: President  
(title/position)

STATE OF TEXAS

§  
§  
§

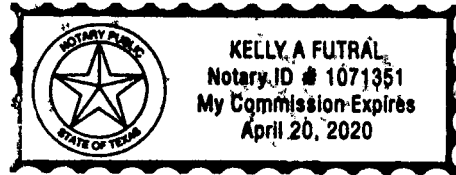
COUNTY OF HARRIS

This instrument was acknowledged before me on this 31 day of July, 2019,  
by John Bigman, President of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral  
Notary Public, State of Texas

Record and Return to: *W*

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





FILED FOR RECORD

8:00:00 AM

Monday, August 19, 2019

*Diane Gantman*

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, August 19, 2019



*Diane Gantman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.  
(DOCUMENT RETENTION)**

The undersigned Officer of Regency Court Homeowners 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 October 27, 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 certain "Condominium Declaration for Regency Court Townhomes Condominium" recorded in Volume 126, Page 125 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of the Regency Court Townhomes Condominium (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(l) 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 retained for at least seven (7) years; and
6. 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.

**Regency Court Homeowners Association, Inc., a Texas non-profit corporation**

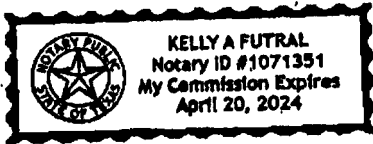
By: John Bigham  
(signature)

John Bigham  
(name printed)

Its: President  
(title)

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this 29<sup>th</sup> day of October, 2021, by John Bigham, President of Regency Court Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral  
Notary Public - State of Texas

RP-2021-645843

RP-2021-645843

RP-2021-645843  
# Pages 3  
11/09/2021 11:00 AM  
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

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.  
(RECORD PRODUCTION AND COPYING)**

The undersigned Officer of Regency Court Homeowners 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 October 27, 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 certain "Condominium Declaration for Regency Court Townhomes Condominium" recorded in Volume 126, Page 125 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 Regency Court Townhomes condominium (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 82.1141(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 violation 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 I.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):

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





RP-2021-645844

RP-2021-645844  
# Pages 5  
11/09/2021 11:00 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

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