

**SECRETARY'S CERTIFICATE
AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation**

Resolution Regarding Application of Funds

The undersigned, being the duly elected, qualified and acting Secretary of AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC. (the "Association"). A Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on 4-19-, 2004.

WHEREAS, the Association is responsible for governance and maintenance of AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC. as described in the "Declaration of Covenants, Conditions and Restrictions of Autumn Chace Townhomes", filed under County Clerk's File Number E621598, of the Real Property Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

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

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

WHEREAS, there is a need for a policy with regard to application of funds for AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC.,

AND WHEREAS, the Board of Directors of AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC., wishes to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC. sets the policy as follows:

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

Resolution Regarding Application of Funds
for
AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC.

FILED FOR RECORD
8:00 AM

JUN - 9 2004

Dwight L. Keyser
County Clerk, Harris County, Texas

Red
11
A

587-30-0578

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

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

JUN - 9 2004



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Estelle Bartling

, Secretary for
AUTUMN CHACE TOWNHOMES
OWNERS ASSOCIATION, INC.,
a Texas Non-Profit Corporation

*100
more*

4-19-04

Date

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 19 day of April, 2004, by Estelle Bartling, Secretary of AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC., a Texas non-profit Corporation, on behalf of said corporation.



Connie Navarre

Notary Public in and for the State of Texas

Record and Return to: AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074

Resolution Regarding Application of Funds
for
AUTUMN CHACE TOWNHOMES OWNERS ASSOCIATION, INC.

587-30-0579

2
Notice
C

20110534938
12/22/2011 RP1 \$20.00

CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(ALTERNATE PAYMENT SCHEDULES)

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Dec 19, 2011, 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 "Declaration of Covenants, Conditions and Restrictions for Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Autumn Chace Townhomes (the "Property") and the restrictive covenants set forth therein; and

kw

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing alternate payment schedules consistent with the provisions of Section 209.0062 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of lots at the Property as to same.

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

ASSOCIATION POLICY AS TO
ALTERNATE PAYMENT SCHEDULES

An owner delinquent in the payment of assessments (regular or special) to the Association may enter into an alternate payment schedule with the Association without incurring any additional monetary penalties. However, the term "monetary penalties" does not include reasonable costs associated with administering the payment plan or interest. The owner shall be responsible for the payment of the reasonable costs associated with administering the payment plan or interest.

The Association shall approve payment plans for a term of not more than six (6) months. The minimum payment plan term shall be three (3) months. The owner shall submit a request for a payment plan to the Association or the Association's managing agent, and such request shall specify the term of the payment plan being requested by the owner.

The Association shall charge Twenty-five and No/100 Dollars (\$25.00) per month to cover the reasonable costs to administer the payment plan. For example, the administrative costs for a six (6) month payment plan would be

RP 080-32-0870

\$150.00. The administrative costs for a three (3) month payment plan would be \$75.00. The administrative costs will be added to the total amount to be paid pursuant to the payment plan.

In addition to the installment payments for the past due amounts and administrative costs, the owner must pay the regularly accruing monthly assessments prior to delinquency.

Failure to pay any of the installments agreed to on or before the respective due date or the failure to pay the regular monthly assessments prior to delinquency shall result in the payment plan being automatically revoked and withdrawn and the Association shall be entitled to proceed with further collection and legal action.

The Association is not required to enter into a payment plan with an owner who fails to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan.

FILED FOR RECORD
8:00 AM

DEC 22 2011

Stan Stewart
County Clerk, Harris County, Texas

AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: *Darlene Hoxmeier*
Darlene Hoxmeier, Secretary

102

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19th day of December 2011, by *Darlene Hoxmeier*, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
Notary Public - State of Texas

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

✓
✓



RP 080-32-0871

RP 000-32-0872

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.

DEC 22 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Notice

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(DISPLAYED FLAGS AND FLAGPOLES)**

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Dec. 11, 2011, 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 "Declaration of Covenants, Conditions and Restrictions for Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Autumn Chace Townhomes (the "Property") and the restrictive covenants set forth therein; and

new

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 lots at the Property as to same.

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

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

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

- A. Flags may not be displayed and flagpoles shall not be installed on property that is:
 - 1. owned by the Association (i.e., common areas); or
 - 2. owned in common by the members of the Association (i.e., common elements).

- B. Each owner may install or erect not more than one (1) flagpole on their individually owned lot that is not more than five (5) feet in height. Flag poles must be located in the enclosed patio area adjacent to the townhome. Flag poles must be freestanding. Flagpoles shall not be attached to the buildings or fences at Autumn Chace Townhomes.

RP 080-32-0885

- C. Displayed flags shall not be more than three (3) feet by five (5) feet in size.
- D. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
- E. Owners and residents shall take all necessary steps and precautions to abate any nuisance caused by the illumination of displayed flags. All lights used to illuminate displayed flags shall be of a size, location and intensity that do not constitute a nuisance or disturbance to other residents at the Property. Such lights shall be located so same do not shine directly into the windows and doors of other townhomes or into the sight line of passing vehicular traffic. Flags shall be displayed from dawn to dusk only.
- F. The flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed 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 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 Area, 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.

RP 080-32-0887

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

AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Darlene Hofmeier
Darlene Hofmeier, Secretary

la

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19th day of December 2011, by Darleen Hoyne, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral

Notary Public - State of Texas

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

✓
✓



FILED FOR RECORD
8:00 AM

DEC 22 2011

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.

DEC 22 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 080-32-0888

2
Notice

20110534934
12/22/2011 RP1 \$20.00

CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(DOCUMENT RETENTION)

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a regular meeting of the Board of Directors of the Association held on Dec 19, 2011, 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 "Declaration of Covenants, Conditions and Restrictions for Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Autumn Chace Townhomes (the "Property") and the restrictive covenants set forth therein; and

new

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing the retention of documents consistent with the provisions of Section 209.005(m) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of lots at the Property as to same.

NOW THEREFORE, formal notice is hereby given to all current and future owners of lots at the Property 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, restrictive covenants, and all amendments to the foregoing 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.

RP 080-32-0863

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.

AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

102

By: Darlene Hoxmeier
Darlene Hoxmeier, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19th day of December 2011, by Darlene Hoxmeier, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

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.

DEC 22 2011

Kelly Futral
Notary Public - State of Texas



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS



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

✓
✓

FILED FOR RECORD
8:00 AM

DEC 22 2011

Stan Stewart
County Clerk, Harris County, Texas

RP 080-32-0864

6
Notice
a

20110534946
12/22/2011 RP1 \$36.00

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(RAINWATER HARVESTING SYSTEMS)**

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Dec 19, 2011, 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 "Declaration of Covenants, Conditions and Restrictions for Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Autumn Chace Townhomes (the "Property") and the restrictive covenants set forth therein; and new

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

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

**ASSOCIATION POLICY AS TO
RAINWATER HARVESTING SYSTEMS**

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

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

RP 080-32-0889

language or content that is not typically displayed on said rain barrel or rainwater harvesting system as it is manufactured.

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

0580-32-0890
R1

RP DBD-32-0891

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

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

- S. This notification procedure shall apply only to the installation of rain barrels and rainwater harvesting systems. All other alterations and improvements requiring the advance written approval of the Association's Board of Directors shall still require approval in accordance with the terms of the Declaration.
- T. If these policies are violated or if rain barrel and rainwater harvesting system installation poses a serious, immediate safety hazard, the Association, after 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.
- U. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

**AUTUMN CHACE TOWNHOMES OWNERS'
ASSOCIATION, INC.,** a Texas non-profit
corporation

102

By: *Darlene Hofmeier*
Darlene Hofmeier, Secretary

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 19th day of December 2011, by Darleen Hornsick, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral

Notary Public - State of Texas

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

✓



RP 080-32-0893

EXHIBIT "A"
AGREEMENT

Owner/Resident: _____

Unit No./Address: _____

Date: _____

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

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

OWNER/RESIDENT

WITNESS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

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

FILED FOR RECORD
8:00 AM

DEC 22 2011

DEC 22 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stewart
County Clerk, Harris County, Texas

RP 080-32-0894

8
notice

20110534941
12/22/2011 RP1 \$44.00

**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS OF
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

C

The undersigned Secretary of AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), does hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on Dec 19, 2011, 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 "Declaration of Covenants, Conditions and Restrictions for Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Autumn Chace Townhomes (the "Property") and the restrictive covenants set forth therein; and

lll

WHEREAS, pursuant to the Declaration and Section 204.010(a) 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, pursuant to the Declaration and Section 204.010(a)(18) of the TEXAS PROPERTY CODE, the Board of Directors may adopt and modify architectural guidelines as the needs of the Property change; and

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 adopts 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.

RP 080-32-0876

2. DECLARATION. Declaration of Covenants Conditions and Restrictions for Autumn Chace Townhomes recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, together with any amendments thereto.
3. PROPERTY. Subdivision or townhouse development commonly known as Autumn Chace Townhomes 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 lots at Autumn Chace Townhomes. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a townhome 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. Solar energy devices shall be installed solely on the individually owned property of the Owner installing such solar energy devices. In the first alternative, the solar energy device should be installed in the patio area that is not visible above the fence line. The solar energy device shall be located in a place shielded from view of other townhomes, from streets or from outside the Property to the maximum extent possible. Solar energy devices shall not be installed on the roofs, because the Association maintains the roofs at Autumn Chace Townhomes. In addition, solar energy devices shall not be attached to the building exteriors, because the Association maintains the building exteriors.
3. Solar energy devices shall not encroach upon any of the Common Area of the Property, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property.
4. If solar energy devices can be installed in more than one location, then the Solar energy devices must be located in the least visible preferred location. This section does not permit installation on Common Areas, roofs maintained by the Association, or building exteriors maintained by the Association.
5. All installations shall be completed so that they do not materially damage the Common Area, 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.
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. Solar energy devices located in a fenced yard or patio must not be taller than the fence line.
8. Any installer of a solar energy device, other than the Owner, 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:
 - (a) Contractor's General Commercial Liability (including completed operations): \$1,000,000.00.
 - (b) Worker's Compensation: Statutory limits.

The purpose of this rule is to ensure that solar energy devices 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 Property.

9. Solar energy devices must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the solar energy devices, including but not limited to, damage from wind velocity.
10. Installation of Antennas shall only occur between the hours of 8:00 a.m. and 5:00 p.m.

SECTION III - MAINTENANCE

1. Owners who install or maintain solar energy devices are responsible for all associated costs, including but not limited to costs to:
 - (a) Install, repair, maintain, replace, move or remove solar energy devices;
 - (b) Repair damage to any property caused by solar energy devices installation, maintenance or use;
 - (c) Pay medical expenses incurred by person injured by solar energy devices installation, maintenance or use;
 - (d) Reimburse other Owners and residents of the Association for damage caused by solar energy devices installation, maintenance or use; and
 - (e) Restore solar energy devices installation sites to their original condition.
2. Owners shall not permit their solar energy devices to fall into disrepair or to become a safety hazard. Owners shall be responsible for solar energy device maintenance

repair and replacement and the correction of any safety hazard.

3. If solar energy devices become detached, Owners shall repair such detachment or remove the solar energy devices within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the solar energy devices without liability and at the sole cost and expense of the Owner. The Association is not liable for any damage to the solar energy devices caused by the Association's removal.

SECTION IV - SAFETY

1. Solar energy devices 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.
2. Unless the above cited laws, ordinances and regulations require a greater separation, solar energy devices shall not be placed within twelve (12) feet of power lines (above ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Solar energy devices shall not obstruct access to or exit from any townhome, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Property. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Property.
4. 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 townhome.
5. To prevent electrical and fire damaged, solar energy devices shall be permanently grounded.
6. Exterior wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around the solar energy devices and such exterior wiring from injury.

SECTION V - SOLAR ENERGY DEVICES CAMOUFLAGING

1. Solar energy devices shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with or impair the operation of the solar energy device.
2. If solar energy devices are visible from the street or other townhomes, camouflaging said solar energy devices through inexpensive screening or plants is required,

provided that such screening does not interfere with or impair the operation of the solar energy device; provided however, that said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.

3. Exterior wiring shall be installed so as to be minimally visible and meet the requirements of set forth in Section IV, Paragraph 6 herein above.

SECTION VI - SOLAR ENERGY DEVICE REMOVAL

1. Solar energy device removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

SECTION VII - ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH SOLAR ENERGY DEVICES ARE INSTALLED

1. If solar energy devices are installed on property that is maintained by the Association, the Owners retain the responsibility for solar energy devices maintenance. Solar energy devices 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.
2. If maintenance requires the temporary removal of solar energy devices, the Association shall provide Owners with not less than ten (10) days written notice. The Owners shall be responsible for removing or relocating solar energy devices before maintenance begins and replacing solar energy devices afterward. If solar energy devices 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 solar energy devices.

SECTION VIII - NOTIFICATION PROCEDURES

1. Any Owner desiring to install a solar energy device must complete and submit a notification form (in the form attached hereto and marked as Exhibit "A") to the Board of Directors of the Association in care of the Association's Managing Agent or such other place as the Board of Directors may direct by notice to all Owners. The notification form shall be submitted prior to the actual installation of the solar energy device. The notification form shall be used to ensure compliance with all safety objectives of these Guidelines.
2. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after such notification has been delivered.
3. If the installation is other than routine (i.e. it fails to comply with one or more of the

above Guidelines) for any reasons, installation may not proceed until the Owner has met with the Board of Directors to discuss installation methods. Such meeting shall be scheduled at a mutually convenient time and place, but in no event shall such meeting be held later than the tenth (10th) business day following receipt of the completed notification form by the Board of Directors unless the Owner consents in writing to a later time for such meeting.

4. This notification procedure shall apply only to the installation of solar energy devices. All other alterations and improvements requiring the advance written approval of the Association's Board of Directors shall still require approval in accordance with the terms of the Declaration.

SECTION IX - ENFORCEMENT

1. If these Guidelines are violated or if solar energy device 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 Guidelines.

SECTION X - SEVERABILITY

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

WITNESS MY HAND on this 19th day of December, 2011.

AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: *Darlene Hofmeier*
Darlene Hofmeier, Secretary

100

RP 080-32-0881

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 19th day of December, 2011, by ~~December~~ ^{Dorlene} ~~Hoxmeier~~, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral

Notary Public, State of Texas

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

✓
✓



FILED FOR RECORD
8:00 AM

DEC 22 2011

Stan Stewart
County Clerk, Harris County, Texas

RP 080-32-0882

EXHIBIT "A"
AGREEMENT

Owner/Resident: _____

Address/Lot No.: _____

Date: _____

I, the undersigned owner/resident acknowledge receipt of the "Guidelines Regarding Solar Energy Devices" (the "Guidelines") established by the Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of solar energy devices at Autumn Chace Townhomes. 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 for the installation, operation and removal of my solar energy devices, 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 Autumn Chace Townhomes, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation and removal of the solar energy devices.
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 of such liability insurance to the 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.

OWNER/RESIDENT

WITNESS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

RP 080-32-0883

RP 090-32-0884

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 PG# 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.

DEC 22 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(RECORD PRODUCTION AND COPYING)

5
Notice
C

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Dec 19, 2011, 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 "Declaration of Covenants, Conditions and Restrictions for Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Autumn Chace Townhomes (the "Property") and the restrictive covenants set forth therein; and

iw

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 209.005(i) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of lots at the Property as to same.

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

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 209.005 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 209.008(d) of the Texas Property Code.
 - C. The Association is not required to release or allow inspection of any

RP 080-32-0865

books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information (including records of payment or non-payment of amounts due to the Association), an owner's contact information (other than the 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 (10th) business 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 (10th)

MP 030-32-0366

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 (10th) 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 (10th) 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 (15th) 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 based upon and shall not exceed costs applicable to an items under 1 T.A.C. 70.3 (as same may be amended from time to time). As of the date of this policy the current amounts allowed and said costs shall be charged as follows:

COPY COSTS \$0.10 per page for 8 ½ x 11 pages
 \$0.50 per page for pages 11 x 17 or greater
 Actual costs for specialty paper (color,
 photographs, maps, etc.)
 \$1.00 for each CD or audio cassette
 \$3.00 for each DVD

**FILED FOR RECORD
8:00 AM**

DEC 22 2011

Stan Stewart
County Clerk, Harris County, Texas

LABOR	\$15.00 per hour for actual time to locate, compile, and reproduce books and records (if copy request is more than 50 pages)
OVERHEAD	20% of total labor charge (if copy request is more than 50 pages)
MATERIALS	Actual cost of labels, boxes, folders, envelopes and other supplies used locate, compile, and 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 (30th) 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 (30th) 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 (30th) 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.

AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: *Darlene Holmeier*
Darlene Holmeier, Secretary

10

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 19th day of December 2011, by Darlene Hoxmeier, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral

Notary Public - State of Texas

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

✓
✓



RP 080-32-0869

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.

DEC 22 2011



Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2
Red
7

110

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(DISCLOSURE AS TO MAINTENANCE OF INSURANCE ON TOWNHOMES)**

THIS CERTIFICATE OF CORPORATE RESOLUTION HEREBY AMENDS
AND REPLACES IN ITS ENTIRETY THAT CERTAIN CERTIFICATE OF
CORPORATE RESOLUTION RECORDED UNDER HARRIS COUNTY
CLERK'S FILE NO. Z270963 ON MAY 3, 2006.

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on November 28, 2017, 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 "Declaration (of) Covenants, Conditions, and Restrictions of Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for maintaining the common areas of Autumn Chace Townhomes (the "Property") and administering the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the existing policy of the Association, as to the policy for maintenance of insurance on the individually owned Townhomes, and to provide disclosure of such policy to prospective future owners of Lots at the Property as to such policy;

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

**ASSOCIATION POLICY AS TO MAINTENANCE
OF INSURANCE ON TOWNHOMES**

Notwithstanding any provision of the Declaration to the contrary, and consistent with the historic and long standing policy of the Association, the Association does not maintain and has never maintained insurance coverage on the individually owned Townhomes. The individual Owners shall be responsible, at their sole cost and expense, for maintaining insurance coverage on their respective Townhomes, and for providing proof of such insurance to the Association.

If an Owner fails to provide adequate proof of insurance coverage on his or

her Townhome to the Association, then the Association acting through its Board of Directors may levy fines in accordance with the fining policy and procedure as set forth in Article XIX of the Rules and Regulations of the Association recorded under Harris County Clerk's File No. RP-2016-261251, and as same may be amended from time to time in the future.

The foregoing policy ratifies and confirms the current and continuing policy of the Association.

AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

102
1e
SF

By: Patricia A Koontz
Patricia A Koontz, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 28 day of November 2017, by Patricia Koontz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
Notary Public, State of Texas



RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: K. Slaughter
9226 Katy Freeway, Suite 250
Houston, Texas 77024

P67 <

FILED FOR RECORD

8:00:00 AM

Thursday, December 14, 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

Thursday, December 14, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

19
notice
✓

SECRETARY'S CERTIFICATE OF
AUTUMN CHACE TOWNHOMES
OWNERS' ASSOCIATION, INC.

RP-2020-65236
02/12/2020 RP2 \$88.00

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Autumn ^{10R}
Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"),
the corporation set forth and described in that certain "Declaration of Covenants, Conditions and
Restrictions of Autumn Chace Townhomes", recorded under County Clerk's File No. RP-2018- ¹¹¹
346426 of the County Clerk's Records of Harris County, Texas, and any and all amendments
thereto (said recorded documents and all exhibits and amendments thereto being referred to as
"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:

- (A). Rules and Regulations of Autumn Chace Townhomes Owners' Association, Inc.
(which amend, restate and replace in their entirety any and all previously adopted
rules and regulations of the Association) attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston,
Texas, this 28th day of January 2020.

Patricia Koontz
Patricia Koontz, Secretary of Autumn Chace
Townhomes Owners' Association, Inc., a Texas non-
profit corporation

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of January 2020 by Patricia Koontz, Secretary of Autumn Chace Townhomes Owners' 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: *W*

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

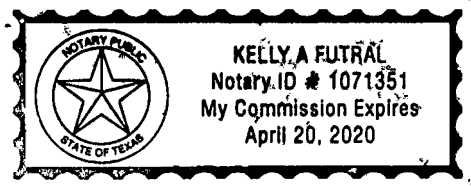


EXHIBIT "A"

Autumn Chace Townhome Owners' Association, Inc.

RULES AND REGULATIONS

Autumn Chace Townhome Owners' Association, Inc.

RULES AND REGULATIONS

INTRODUCTION/PURPOSE

The enclosed Rules and Regulations have been established by the Autumn Chace Townhome Owners' Association, Inc. (Autumn Chace) Board of Directors (Board). They are intended to protect the interests of our townhome association, maintain our property values, and provide basic guidelines for the respect of the rights, comforts, safety and convenience of other owners and residents at Autumn Chace. In some cases, an owner (or group of owners) may find a specific rule they do not agree with. In such instances, it is important to remember that these rules are for the benefit and protection of the majority of owners, i.e., the basis for our townhome association.

The rules are written in simple, ordinary language for ease of understanding. The Board has the authority to interpret or amend these rules, as they deem necessary. These rules apply to all owners and residents. If leasing a townhouse, the owner is responsible for ensuring compliance by their tenant(s). Owners and residents are responsible for ensuring compliance by their guests.

The Board has devoted a great deal of effort in developing these rules for the overall benefit of Autumn Chace, as our responsibility is to protect the investment and enhance the value of Autumn Chace for all owners. Your compliance with these rules is both appreciated and required. The Board urges you to familiarize yourself with these rules, as they will be enforced. Questions or suggestions for change may be forwarded for consideration by the process described within these rules.

AUTUMN CHACE TOWNHOME OWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS

I. PARKING AND VEHICLES

- A. All vehicle rules and regulations apply to owners, residents and guests.
- B. Specific rule interpretations, clarifications or amendments will be made by the Board, as necessary.
- C. Autumn Chace is not responsible for theft or damage to any vehicle on Autumn Chace property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.
- D. Each owner, resident, and/or 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 ease of access in the parking areas, all vehicles must be parked as far forward in each parking space as possible.
- E. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) 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 of being driven due to mechanical condition of any kind. Tires must be fully inflated. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, oversized vans/buses, tractor trailers and the like shall not be parked in any parking area or any other area within the property except for loading or unloading (for a period not to exceed 24 hours). Motorcycles must be parked in a parking space. Commercial vehicles may only park on the property while making repairs to a townhouse and for a time not to exceed four (4) hours. For extended repairs, permission must be obtained from the management company. Commercial vehicles are defined as vehicles with commercial logos and visible tools, equipment or supplies. No noisy or smoky vehicles may be operated on or within the property. No motorcycles without mufflers shall be permitted or within the property.
- F. Abandoned vehicles are not permitted in the common area. An abandoned vehicle shall mean any vehicle not intended for active use, which intent shall be presumed as to any vehicle parked in the common area for a period in excess of ten (10) days, is not permitted. Requests for parking in excess of the time limit may be made to the Board of Directors in writing upon demonstration of good cause.

- G. Repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H. Because of limited parking, all parking spaces in the property shall be used for parking purposes only and may not be used for storage. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space.
- I. 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. The removal of a vehicle from an assigned parking space is the sole responsibility of the owner of the townhouse to which the space is assigned.
- J. 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, in a designated no parking zone, in any driveway area or behind a garage or carport, or in any area which may be designated as "No Parking" from time to time.
- K. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. Vehicles leaking excessive fluids are prohibited. No owner, resident or guest shall cause or permit the blowing of a horn of any vehicle in which such Resident or his or her guest or family shall be occupants while approaching or in the parking areas 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.
- L. The speed limit on Autumn Chace property is 20 mph.
- M. Motorized vehicles, including but not limited to motorcycles and motorbikes, are prohibited on the grass and sidewalks of the property.
- N. Any vehicle in violation of these Rules may be stickered, wheel-locked, towed pursuant to the Texas Towing Act, 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 take any available legal action (including seeking mandatory injunctive release) in the event of any violation of these Rules. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rule violations.

- O. These vehicle rules and regulations are for the overall benefit of Autumn Chace. While a specific rule may inconvenience a certain owner or resident, our townhome community requires joint cooperation for the majority of the co-owners. If you have a question about how any rule might apply to a specific instance, request the Managing Agent to bring it up at the next Board meeting. These rules will be enforced, so asking in advance may save you from towing expenses.

II. OUTSIDE CHANGES

- A. Prior written approval of the Board is required for any and all changes made to the outside of any townhouse. Failure to obtain such approval may result in you being required to remove changes and/or restore to original condition, at your expense.
- B. Outside changes include, but are not limited to, front doors, patio and balcony doors, windows, garage doors, skylights, light fixtures, surveillance cameras, patio covers, patio shades, fencing, trellises, awnings, storage sheds, latticework, etc.
- C. Patio covers must be freestanding and not attached either permanently or temporarily to the building exterior or patio fences.
- D. Patio shades are permitted provided they are designed for that purpose, fit the area in which they are placed and match the color scheme of the building.
- E. No owner or resident shall install or cause to be installed on the exterior of any building, on the walls of any building, out of the windows of any townhouse, or on the roof of any building, any wiring for electrical or telephone installation or for any other purposes, television or radio antennae, machines, or other air conditioning units, except as expressly approved in writing by the Board.
- F. Satellite dishes and antennas must be installed in compliance with the Certificate of Corporate Resolution of Board of Directors of Autumn Chace Townhome Owners Association, Inc. (Guidelines Regarding Satellite Dishes and Antennas).
- G. Ring doorbells are permitted only where doorbells are traditionally installed.
- H. Cameras on exterior mounted light fixtures can only replace an existing fixture.
- I. No owner or resident shall install or cause to be installed on the exterior of any building, on the walls of any building, out of the windows of any townhouse, or on the roof of any building any surveillance cameras except as expressly approved in writing by the Board. Surveillance cameras are to monitor the owner's property exclusively. Monitoring of another lot or the common area is strictly prohibited.
- J. Nothing shall be stored in the Common Area.
- K. No structures of a temporary nature, including trailers, motor vehicles, tents, shacks, garages, barns, or other out buildings shall be placed on the property.

III. INSIDE CHANGES

- A. Any interior changes, which may affect the structural integrity of a townhouse or building, must be approved by the Board in writing, in advance.

IV. USE OF COMMON AREA

- A. Playing in the driveways, climbing on patios and balconies or where hazards may exist is prohibited. Bicycles, motorized cars, scooters, skateboards and other recreational devices are not to be ridden on the common area grass or sidewalks.

V. LAWNS AND SHRUBS

- A. The trees and shrubbery are a vital and valuable part of Autumn Chace, and each resident shall be liable for any damages, mutilation or defacing thereof for which they are responsible.
- B. The Managing Agent is responsible for arranging and providing all landscaping services for the common areas. All such work is done exclusively under the authority of the Managing Agent, and all requests or complaints about landscaping must be directed to the Managing Agent.
- C. The Association is not responsible for maintaining shrubs and flowers planted in the common area by owners and residents and have the option of removing these plants at any time and without notice. Owners and residents are discouraged from planting in the common area.

VI. PETS

- A. Owners and residents with pets must have direct physical control (e.g., on a leash) over their pets at all times. Residents are responsible for seeing that pet droppings are removed from sidewalks, patios, garages, carports, and other paved areas, as well as all green areas.
- B. No animals may be raised, bred, kept or otherwise used for commercial purposes in any townhouse.
- C. No pets shall be kept if such pet constitutes a nuisance to any other resident. Any such animal found unattended outside an enclosure may be removed by the local pound or animal shelter personnel.
- D. Pet owners are fully responsible for their pets, including any damage that they may cause to the common area.
- E. The owner of pets left unattended on patios, which become a nuisance or create a disturbance, are subject to being fined.

- F. No pet shall be left unattended in the common areas. Pets must be kept on a leash and under control of the owner at all times when walked in the common areas. The City of Houston leash and pooper scooper laws apply and will be enforced.
- G. All complaints regarding pets must be addressed to the Board of Directors in writing with specific information including the full name and address of the resident about whom the complaint is being filed. Multiple complaints must be received or pictures must be provided to back up the complaints. Homeowners and residents are encouraged to contact Animal Control themselves.

VII. SIDEWALKS, PATIOS, WINDOWS AND DOORS

- A. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil, paper, towels, or sheets shall be placed in any window or door.
- B. All draperies and blinds that are visible outside a townhouse must be white, off-white or neutral in color. Approved neutral colors are at the discretion of the Board of Directors.
- C. All aluminum windows must have bronze frames.
- D. Visible frames of vinyl windows must be almond in color. Other colors are permitted provided windows, including the frame, are covered with full window solar screens.
- E. Full window solar screens must be 80% black Suntex with a bronze frame. Half solar screens are not permitted.
- F. All windows must be clear glass. Grilles and/or mutton bars are not permitted.
- G. All windows must be 60/40 split.
- H. All burglar bars must first be approved by the Board of Directors in writing, and in all cases, must be painted an off-white color to match draperies and blinds if placed inside the townhomes. Burglar bars placed on the outside of the townhome must match the trim color.
- I. All window film must be clear. Colored film is strictly prohibited. Bubbled or torn window film must be immediately replaced or removed.
- J. Approved window screen colors are charcoal, amber and black. Written approval from the Board of Directors is required prior to replacing window screens.
- K. Screens must be maintained and replaced when torn, damaged or missing.

- L. Approved styles of front and back doors are six-panel and with a half-moon window at the top. Doors must be painted black.
- M. Approved style of storm door is a full glass door with black frame.
- N. It is prohibited to hang clothes, towels, rugs, bedding, or items of a similar nature on patios, balconies or common areas.
- O. Owners may place upon their inside patio furniture and such decorative items as owner may deem desirable, provided, however, that such decorative items do not detract from the general appearance of the complex or are not visible from the exterior of the patio.
- P. Broken windows are the responsibility of the owner or resident and must be replaced immediately.
- Q. Window fans and window air conditioners are prohibited at Autumn Chace.
- R. No wood, plastic or other materials may be stored or erected on front patios.
- S. Patios, balconies and front entrance areas are not to be used for general storage.
- T. Sidewalks and entrances must not be obstructed or used for any other purpose other than ingress or egress.

VIII. TRASH/GARBAGE

- A. All trash and garbage shall be kept in covered containers within an area provided with each townhome and/or designated by the Association for collection purposes. Trash containers must be stored in garages, in trash alcoves or in trash enclosures. Containers are not to be left in the driveway or carports. The only exception is homes with 2400 addresses in which trash containers can be placed in the homeowner's or resident's carport against the building and taken to the end of the homeowner's or resident's carport on trash collection days only.
- B. Collection days are determined by the Association. Trash should only be set out on scheduled trash pickup days. Trash should not be set out in advance of those days.
- C. Trash containers should be placed out for pickup on a designated collection day only and must be removed from the driveway by end of the collection day.
- D. All fenced garbage can areas are to be kept clean by homeowners and residents.

- E. Large items/heavy trash is picked up as determined by the Association.
- F. Recycle items are picked up as determined by the Association.

IX. MAINTENANCE

- A. The Managing Agent provides individuals on-site at Autumn Chace for routine maintenance, litter pick-up and cleaning.
- B. This on-site staff works exclusively under the authority of the Managing Agent. Any requests for work, suggestions or complaints must be made to the Managing Agent.
- C. When calling the Managing Agent for any maintenance request, ask for the Service Coordinator for Autumn Chace. This will expedite your request for service.

X. TENNIS COURTS

- A. The tennis courts are for playing tennis only. Playing soccer or basketball is strictly prohibited.
- B. No more than four (4) players per court.
- C. Regulation tennis shoes only allowed on courts.
- D. No food, glass containers, bottles, etc. allowed in fenced area.
- E. Court time is limited to 1½ hours.
- F. Gate is to remain locked at all times.
- G. Do no sit or lean on nets.
- H. No pets allowed in the courts.
- I. No furniture, skateboards, bicycles or roller skates allowed on the courts.
- J. Tennis Court hours are: 8:30 a.m. to 10:00 p.m. Monday thru Sunday

XI. SWIMMING POOL

- A. Absolutely no glass containers or bottles of any kind are allowed in the pool area.
- B. Pool has no Lifeguard. Residents and guests swim at their own risk.
- C. Pets are not permitted in the pool area.
- D. The pool area may not be reserved for private use.
- E. Residents must accompany and remain with their guests at all times when in the pool area.
- F. No more than two guests per resident.
- G. Only owners, residents and their guests who are able to swim can enter the pool area. Knowledge of the owner, residents and/or their guests' ability to swim will be determined by the owner of the townhouse.
- H. Cigarette butts are to be properly disposed of in containers designed for that purpose.
- I. **Pool gate must remain closed and locked at all times. You cannot leave the entrance gate propped open. (This is the law and you will be liable for any accident, injury or drowning.)**
- J. Each resident must use his/her key for entry.
- K. No bicycles or skateboards allowed.
- L. No loud music, boom boxes, or stereos. Personal music devices only.
- M. Association reserves the right to close the pool at any time.
- N. Pool hours are: 8:00 a.m. to 10:00 p.m. Sunday through Friday
 8:00 a.m. to 11:00 p.m. on Saturday

XII. KEYS

- A. One pool and tennis court key will be issued to each townhouse. Additional or replacement keys can be purchased at a cost to be determined by the Board of Directors.
- B. Pool and tennis court keys will not be issued to homeowners whose maintenance fee account is not current.
- C. Pool and tennis court keys will not be issued to homeowners who have not provided proof of current hazard insurance on their property to the Association office.
- D. Pool and tennis court keys will be issued to homeowners or their legal representatives only.

XIII. LEASING OF TOWNHOUSES

- A. Owners are responsible for the actions of their tenants. Any owner leasing a townhouse shall not be relieved of any obligation under Autumn Chace's By-Laws, Declaration or Rules and Regulations.
- B. All leases shall be in writing, with a copy provided to the managing Agent prior to occupancy of the townhouse.
- C. Owners are required to conduct a criminal background check for every individual on the lease and provide a written statement confirming that the background check was completed.
- D. Owners and tenants are responsible for ensuring that Managing Agent has, on file, the correct names of tenants and their phone numbers.
- E. All townhouses at Autumn Chace are single-family dwellings.
- F. Townhouses may be leased for a term not less than one (1) year.
- G. Rental rates charged shall correspond to market rates for comparable townhouses being rented in the area.
- H. Townhouses shall not be leased or otherwise used for transient or hotel purposes, and nothing less than an entire townhouse may be leased.

- I. The lease shall require the lessee to obey the terms and conditions of the Declaration, By-Laws and the Rules and Regulations of Autumn Chace. **Owners are required to provide copies of the Rules and Regulation to their tenants.** Failure to comply with the terms of such instruments shall be a default under the lease.
- J. The Managing Agent and the Board will usually deal with the owner of the townhouse rather than the tenant(s).

XIV. GUESTS/VISITORS

- A. Owners and residents must accompany their guests when using the common area facilities.
- B. Owners and residents are solely responsible for their guests and visitors.
- C. It is the responsibility of Autumn Chace residents to ensure that their guests comply with all applicable Rules and Regulations, including, but not limited to, parking, pets, and noise.
- D. Garage Sales are permitted three (3) times per year. The resident holding the garage sale must notify management forty-eight (48) hours in advance of the sale.

XV. INSURANCE

- A. Residents are responsible for providing insurance to protect their townhome and personal belongings from such perils as fire, windstorm, flood, theft, vandalism, etc. Residents are also responsible for providing insurance to protect them against any liability that might arise from someone incurring bodily injury or property damages as a result of negligence on the resident's part. The resident purchasing the appropriate insurance policy from their insurance agent can adequately protect the above exposure.
- B. Owners are required to provide proof of hazard insurance to the Managing Agent of Autumn Chace upon expiration of the current policy.

XVI. MAINTENANCE FEES

- A. Maintenance fees are due on the first of the month and are considered delinquent after the 1st of the month. All payments received after the 10th of the month are considered late and the Owner will be assessed a late fee in accordance with the collection policy established by the Board of Directors.
- B. There will be a charge for all returned checks as determined by the Board of Directors.
- C. The right of use of the swimming pool, tennis courts and clubhouse are suspended to Owners and residents of townhouses whose maintenance fee account is not current.

XVII. HOW TO GET ISSUES ADDRESSED

- A. The Managing Agent is responsible for the ongoing operations of Autumn Chace through the direction of the Board.
- B. Requests for work, questions, problems, complaints and suggestions may be addressed to the Managing Agent. The Managing Agent has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems.
- C. Do not contact a Board member for any of the above, unless instructed to do so by the Managing Agent. All Board members have been instructed to refer you to the Managing Agent to ensure proper logging, tracking and reporting of all operations at Autumn Chace.
- D. All written correspondence regarding Autumn Chace must also be routed through the Managing Agent. The Managing Agent is responsible for taking necessary actions, as needed, and then reporting such to the Board or submitting items for Board consideration at the next Board meeting.
- E. Board meetings are held on a scheduled basis. All meetings are open to Autumn Chace owners, but any owner wishing to discuss an issue must be on the agenda in advance.
- F. To be included on the agenda for discussion of an issue, owners must submit such to Managing Agent at least one week in advance of meeting.
- G. Visitors are welcome at all Board meetings but must notify Managing Agent of their attendance at least one week in advance to ensure adequate seating.

- H. Strict order will be maintained at meetings, as our agenda is usually lengthy and covers a broad range of issues.

XVIII. MISCELLANEOUS

- A. Residential Use Requirement - All townhomes shall be used and occupied as private residences for single families or individuals. All present and future owners, tenants and occupants of townhomes shall comply with the provisions and terms of the Declaration, the By-Laws and other governing Rules and Regulations of Autumn Chace.
- B. Maintaining Your Townhouse - Each owner, at their own expense, shall maintain their townhouse, patio and/or balcony space in good condition and in good order and repair, and shall not do or allow anything to be done in their townhouse not in compliance with Autumn Chace's By-Laws, Declaration or Rules and Regulations.
- C. Legal Costs Recovery - Any proceeding by the Association arising out of an alleged failure of an owner, resident or guest to comply with the terms and provisions of the Declaration, By-Laws, or these Rules and Regulations, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Association to receive from the owner reasonable attorney's fees and court costs as may be awarded by a court.
- D. Right of Access - Managing Agent shall have the right of access during reasonable hours as may be necessary for the maintenance, repair or replacement of common areas and to make any required inspections or repairs as necessary to correct or prevent damage to the townhouse, other townhouses or Autumn Chace.
- E. Cost of Repairs - The cost of repairing property owned by the Association or another townhouse owner could be your responsibility under certain circumstances. The occurrence may relate to water damage caused by a clogged drain, worn seals, and tub or sink overflowing. Damage caused by smoke or fire originating in your townhouse could also be your responsibility. Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.

- F. Disturbance of Neighbors - All Autumn Chace residents (owners and occupants of townhouses) shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb other residents at Autumn Chace. No townhouse shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of other residents, nor shall any nuisance, immoral or illegal activity be committed or permitted to occur at Autumn Chace.
- G. Plumbing - Any plumbing leaks within a townhouse, which could result in damage to another townhouse, must be repaired immediately. Also, clogging of drains (such as a grease clog in the kitchen) may cause damage to another townhouse and must be repaired immediately.
- H. Business Operations - No business of any kind may be conducted in any building on any portion of Autumn Chace.
- I. Telephone Numbers - All residents' telephone numbers should be registered with the Managing Agent in the event of an emergency.
- J. Outside Cooking - Outside cooking should be conducted in a manner so as not to pose a fire hazard. City of Houston code requires that barbecue grill be used a minimum of 10 feet from a building or structure. Hot ashes are to be properly disposed of.
- K. Flammables - Storage of flammables or explosives is prohibited anywhere at Autumn Chace.
- L. Kerosene Heaters - Kerosene heaters are prohibited at Autumn Chace.
- M. Dryer Vents - Owners are encouraged to obtain the services of a qualified professional to inspect and clean the dryer and dry duct and to verify that the duct vents outdoors.
- N. Solicitation - No solicitation or solicitation materials are permitted at Autumn Chace except as authorized by the Board.
- O. Signs - No advertising signs (except one unlighted "for rent" or "for sale" sign, not to exceed five square feet in size, in a window on each side of such townhomes for rent or for sale) shall be placed or permitted to remain on any portion of the Properties without prior written approval by the Board of Directors.

- P. Political Signs - The foregoing prohibition as to signs is not applicable to political signs as set forth herein. The display of political signs shall be permitted in accordance with Section 202.009 of the Texas Property Code as it currently exists or as same may be amended or modified. The display of political signs advertising a candidate or ballot item for election may be displayed on an Owner's Lot for ninety (90) days before an election or ten (10) days after an election. Political signs can not be displayed or placed in the Common Areas of Autumn Chace. Political signs must be ground mounted. Only one (1) sign for each candidate or ballot item is allowed. Political signs that contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component are prohibited. Political signs that are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object are prohibited. The painting of political signs on an architectural surface is prohibited. Political signs that threaten public health or safety are prohibited. Political signs larger than four feet by six feet are prohibited. Political signs that violate the law are prohibited. Political signs that contain language, graphics, or any display that would be offensive to the ordinary person are prohibited. Political signs accompanied by music or other sounds or by streamers or is otherwise distracting to motorists are prohibited.
- Q. Smoke Detectors - Smoke detectors should be installed in each townhouse and properly maintained.
- R. Trash Removal - Trash, including cigarette butts, is to be properly disposed of in containers designed for that purpose.
- S. Portable Storage Units – Portable storage units are permitted in visitor parking areas for a maximum of 72 hours. Prior permission is required from the managing agent prior to delivery of a portable storage unit.

XIX. ENFORCEMENT OF RULES AND REGULATIONS

All violations of the Rules of the Association shall be verified by a member of the Board of the Association, the Association's managing agent, or may be substantiated by a written report by one or more owners or residents of the property. Upon verification of a violation of the rules or based upon a satisfactory written report(s) of owners or residents, the Association shall, through its managing agent, forward written notice of the violations(s) to (i) if the townhouse is occupied by the owner, to the owner, and (ii) if the townhouse is occupied by a tenant, to owner and tenant. All notices of violations to be forwarded to the owner shall be sent to the most current mailing address provided to the Association by such owner. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the violation must be cured and avoid a fine or other enforcement action and (3) notify the owner that a fine will be levied against the owner unless the violation is cured within the stated period of time. The owner of the townhouse shall be responsible for

the fine notwithstanding that the violation was caused by a tenant or guest. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rules continues to exist. Not later than the thirtieth (30th) day after the date of such notice, the owner may request a hearing before the Board to contest the fine. Provided, however, that the opportunity to cure the violation and avoid the fine need not be given if the owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall give written notice to the owner not later than the thirtieth (30th) day after the date of the levy.

The amount of the fine to be levied against an owner for the violation of a rule shall be as follows:

- | | |
|--------------------------|----------|
| ▪ 2 nd notice | \$ 50.00 |
| ▪ 3 rd notice | \$100.00 |
| ▪ 4 th notice | \$150.00 |
| ▪ 5 th notice | \$200.00 |
| ▪ All notices thereafter | \$200.00 |

A minimum automatic fine of \$250.00 will be levied against an owner for exterior modifications, as listed in in paragraph II.B of these Rules and Regulations, completed without prior written approval from the Association. Subsequent fines of \$50.00 will be levied each month until the modification is approved or the townhouse is restored to the condition it was in prior to the modification.

The fine for failure to provide a copy of a lease and a written statement confirming that a criminal background check was completed for all individuals on the lease prior to occupancy of the townhouse will be \$250.00. Subsequent fines of \$50.00 will be levied each month until a copy of the lease and written statement that a background check was completed are provided to the Managing Agent.

Fines shall be collected in the same manner as assessments.

Owners shall be liable to the Association for violations of these Rules by the owner, an occupant of the owner's townhouse (whether tenant, resident, or the owner's/resident's/tenant's family, guests, employees, agents, or invitees), and for all costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.

In addition to the foregoing, in the event these rules are violated, the Association 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 these Rules.

FILED FOR RECORD

8:00:00 AM

Wednesday, February 12, 2020



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, February 12, 2020



COUNTY CLERK
HARRIS COUNTY, TEXAS

3
Notice
G

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(PROOF OF INSURANCE AND PROOF OF FLOOD INSURANCE)**

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on February 25, 2020, 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 "Declaration of Covenants, Conditions and Restrictions of Autumn Chace Townhomes" recorded under Harris County Clerk's File No. E621598 in the Official Public Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for administering the Autumn Chace Townhomes and the covenants, conditions, and restrictions set forth in the Declaration; and HE

WHEREAS, pursuant to Article IV, Section 13 of the Declaration and that certain "Certificate Corporate Resolution (Disclosure as to Maintenance of Insurance on Townhomes)" recorded under Harris County Clerk's File No. RP-2017-549327, each Owner of a Lot is required to furnish annually proof of insurance coverage on the Owner's Townhome to the complete satisfaction of the Board of Directors and such insurance must cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard; and

WHEREAS, Autumn Chace Townhomes and/or portions of Autumn Chace Townhomes are located in a flood zone as indicated by and shown on the official maps prepared by FEMA, so that flooding is another hazard for which it is reasonable that the insurance coverage on the Townhomes at Autumn Chace Townhomes should be and/or must be obtained and maintained; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the policy of the Association, as to proof of insurance and proof of flood insurance, and to provide disclosure of such policy to prospective future Owners of Lots at Autumn Chace Townhomes as to same;

NOW THEREFORE, formal notice is hereby given to all current Owners of Lots at Autumn Chace Townhomes as to the existing policy of the Association, and to all prospective, future Owners of Lots at Autumn Chace Townhomes of the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO
PROOF OF INSURANCE AND PROOF OF FLOOD INSURANCE**

In accordance with the Declaration and that certain "Certificate Corporate

Resolution (Disclosure as to Maintenance of Insurance on Townhomes)" recorded under Harris County Clerk's File No. RP-2017-549327, each Owner of a Lot at Autumn Chace Townhomes shall furnish annually to the Association proof of insurance coverage on said Owner's Townhome in an amount equal to the full replacement cost of any repair or reconstruction work in the event of damage or destruction to the Townhome.

In addition, each Owner of a Lot at Autumn Chace Townhomes that is located in a flood zone according to the official flood maps prepared by FEMA must also provide to the Association proof of flood insurance coverage on said Owner's Townhome in an amount equal to the full replacement cost of any repair or reconstruction work in the event of damage or destruction to the Townhome. It is the Owner's responsibility to determine if their individually owned Lot is located in a flood zone according to the official flood maps prepared by FEMA as such official flood maps are regularly updated, changed and amended by FEMA.

Any Owner that fails to provide the Association with proof of insurance and/or proof of flood insurance to the complete satisfaction of the Board of Directors in accordance with the Declaration shall be deemed to be in violation of the restrictions.

The Association shall have the right to enforce the foregoing policy pursuant to and in accordance with the provisions of the Declaration, the Association's dedicatory instruments and Chapter 209 of the TEXAS PROPERTY CODE as same currently exist or may be amended from time to time.

The foregoing resolution ratifies and confirms the existing and continuing policy of the Association.

AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

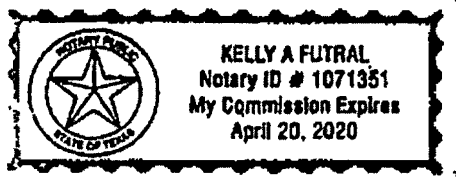
By: Patricia A Koontz
PATRICIA A KOONTZ, Secretary

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 25th day of February 2020, by Patricia Koontz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral
Notary Public - State of Texas

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

FILED FOR RECORD

8:00:00 AM

Thursday, March 19, 2020

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

Thursday, March 19, 2020



Diane Gantman

COUNTY CLERK
HARRIS COUNTY, TEXAS

**SECRETARY'S CERTIFICATE OF
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(ASSOCIATION'S USE OF CAMERAS IN THE COMMON AREAS)**

The undersigned Secretary for Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), the Association set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions of Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Official Public Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being collectively referred to herein as the "Declaration") covering the Autumn Chace Townhomes ("Autumn Chace") does hereby certify that at a duly called and constituted meeting of the Board of Directors of the Association held on January 26, 2021, 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 Autumn Chace, including, but not limited to the Common Areas; and

WHEREAS, pursuant to the dedicatory instruments of the Association and Section 204.010(a)(6) of the TEXAS PROPERTY CODE, the Association, acting by and through its Board of Directors, may regulate the use, maintenance, repair, replacement, modification and appearance of Autumn Chace and the Common Areas; 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 Areas at Autumn Chace (the yards, driveways, parking areas, etc.), 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 Association's use of cameras in the Common Areas at Autumn Chace, which ratifies and confirms the Association's longstanding and continuing policy related to the Association's use of cameras in the Common Areas at Autumn Chace:

**ASSOCIATION'S USE OF CAMERAS
IN THE COMMON AREAS**

1. One or more surveillance cameras have been or may be installed within the Common Areas at Autumn Chace (the "Camera" in the singular and "Cameras" in the plural). The purpose of the Cameras is to record the activity of persons within the Common Areas for the purposes of deterring and/or investigating crimes and/or vandalism of Autumn Chace property (real and personal), and/or the real and personal property of Owners or residents of Autumn Chace. Under appropriate circumstances, the Cameras may also be utilized to assist in the enforcement of violations of the Association's dedicatory instruments.

2. Images captured by Cameras may not be monitored in "real time", if monitored at all. Owners, residents, and their respective guests and invitees may not, and shall not, rely upon the presence of the Cameras as being any representation, express or implied, by the Association that the Cameras are being monitored. The Association disclaims any representation, express or implied, that the Cameras are being monitored.
3. Images captured by Cameras will be preserved for viewing for a limited time period through the use of DVR recording, 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) Owners of Lots located within Autumn Chace requesting such review, for a proper purpose. A "proper purpose" shall include, without limitation: if such Owner or the occupant of the Owner's Lot was/is the victim of a criminal action for which a police report has been filed, such Owner shall be allowed access to review the video footage.
5. 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, 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. While security services, systems and facilities, if any, may be provided at the sole discretion of the Board of Directors, the installation or use of the Cameras shall not considered as or relied upon as being security services for the benefit of the Owners, residents, and/or their respective guests and invitees. The Cameras installed and utilized at Autumn Chace are not provided for security, and do not constitute security for any Owner, resident, guest, or invitee on or within Autumn Chace.
6. THE ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT THE CAMERAS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT THE CAMERAS WILL IN ALL CASES SATISFY THE PURPOSES FOR WHICH THE CAMERAS MAY BE DESIGNED OR INTENDED. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF THE FAILURE OF, OR THE INEFFECTIVENESS OF THE CAMERAS TO PREVENT OR RESOLVE ANY CRIMINAL ACTIVITY (WHETHER BURGLARY, THEFT, ASSAULT, HOLD-UP OR OTHERWISE), OR FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE

MALFUNCTION OF SUCH CAMERAS, OR THE FAILURE OF THE ASSOCIATION TO MAINTAIN SAME IN GOOD WORKING CONDITION.

- 7. The placement and use of the Cameras shall in no way prevent the Board from hereafter electing to discontinue or temporarily or permanently remove such Cameras, systems and facilities or any part thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 25 day of January, 2021.

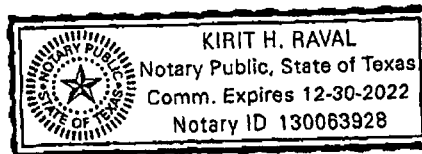
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Patricia A Koontz
PATRICIA A Koontz Secretary

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 25 day of January 2021, by Patricia Ann Koontz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public - State of Texas



RP-2021-61223

RP-2021-61223

RP-2021-61223
Pages 4
02/03/2021 02:43 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS.
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(LATE FEES)**

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Jan 25, 2022, 2022, 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 "Declaration of Covenants, Conditions and Restrictions for Autumn Chace Townhomes" recorded under Harris County Clerk's File No. E621598 in the Official Public Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for administering the Autumn Chace Townhomes and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, pursuant to Section 204.010(a)(10) of the TEXAS PROPERTY CODE, the Association acting through its Board of Directors may impose late charges for late payment of regular assessments and special assessment; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the policy of the Association, as to late fees and interest, and to provide disclosure of such policy to prospective future owners of Lots at the Property as to same;

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

LATE FEES

In accordance with and pursuant to the authority granted by the TEXAS PROPERTY CODE, it is the existing and continuing policy of the Association to charge a monthly late fee in the amount of Forty Dollars (\$40.00) to the account for each Lot if the monthly assessment is not paid in full by the tenth (10th) day of said month.

The foregoing policy was adopted and implemented by a previous Board of Directors of the Association more than fourteen (14) years ago. Pursuant to such policy, the Association has charged a late fee of Forty Dollars (\$40.00) since at least January 2007.

The foregoing resolution ratifies and confirms the longstanding and continuing policy of the Association.

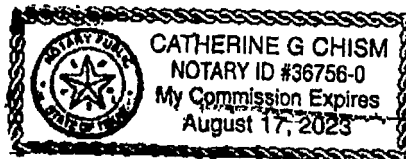
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Patricia A Kooztz
PATRICIA A KOONTZ, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27 day of January 2022, by Patricia Kooztz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Catherine G. Chism
Notary Public - State of Texas



RP-2022-65144

RP-2022-65144

RP-2022-65144
Pages 3
02/04/2022 01:33 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.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(POOL ENCLOSURES)**

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Jan 25, 2022 2022, 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 "Declaration of Covenants, Conditions, and Restrictions of Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for maintaining the common areas of Autumn Chace Townhomes (the "Property") and administering the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing pool enclosures consistent with the provisions of Section 202.022 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of Lots at the Property as to same.

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

**ASSOCIATION POLICY AS TO
POOL ENCLOSURES**

1. As used in the policy, the term "swimming pool enclosure" means a fence that:
 - (a) surrounds a water feature, including a swimming pool or spa;
 - (b) consists of transparent mesh or clear panels set in metal frames;
 - (c) is not more than six (6) feet in height; and
 - (d) is designed to not be climbable.
2. An Owner may install on the Owner's individually owned property a swimming pool enclosure that conforms to applicable state or local safety requirements that is not more than six (6) feet in height and is designed to not be climbable.
3. The permissible color for a swimming pool enclosure at Autumn Chace Townhomes is black.

4. Swimming pool enclosures that consist of transparent mesh set in metal frames are permitted at Autumn Chace Townhomes.
5. Owners who install or maintain a swimming pool enclosure are responsible for all associated costs, including but not limited to costs to:
 - (a) Install, repair, maintain, replace, move or remove the swimming pool enclosure;
 - (b) Repair damage to any property caused by the installation, maintenance or use of such swimming pool enclosure;
 - (c) Reimburse other Owners and residents of the Association for damage or injury caused by the installation, maintenance or use of the swimming pool enclosure; and
 - (d) Restore installation sites to their original condition following the removal of such swimming pool enclosure.
6. Owners shall not permit their swimming pool enclosures to fall into disrepair or to become a safety hazard. Owners shall be responsible for the maintenance and repair of swimming pool enclosures and for the prompt correction of any safety hazard.
7. Swimming pool enclosures shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Installation must comply with all applicable codes.
8. If maintenance performed by the Association requires the temporary removal of a swimming pool enclosure, the Association shall provide Owners with reasonable written notice. Owners shall be responsible for removing or relocating the swimming pool enclosure before maintenance begins and replacing swimming pool enclosure afterwards, if an Owner so desires. If the swimming pool enclosure 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 swimming pool enclosure caused by the Association's removal.
9. If any of these rules and policies are determined to be invalid, the remainder of these rules and policies shall remain in full force and effect.

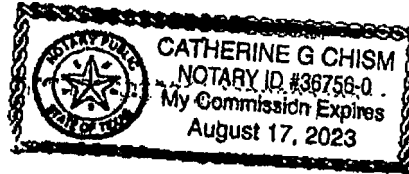
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Patricia A. Koontz
PATRICIA A KOONTZ Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27 day of January 2022, by Patricia Koontz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Catherine G. Chism
Notary Public - State of Texas



RP-2022-65145

RP-2022-65145

RP-2022-65145
Pages 4
02/04/2022 01:33 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
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.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(RELIGIOUS DISPLAYS)**

THIS RELIGIOUS DISPLAYS POLICY HEREBY AMENDS AND REPLACES IN ITS ENTIRETY THAT "CERTIFICATE OF CORPORATE RESOLUTION (RELIGIOUS DISPLAYS)" RECORDED ON DECEMBER 22, 2011, UNDER HARRIS COUNTY CLERK'S FILE NO. 20110534948.

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Jan 25, 2022 2022, 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 "Declaration of Covenants, Conditions, and Restrictions of Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for maintaining the common areas of Autumn Chace Townhomes (the "Property") and administering the restrictive covenants set forth therein; and

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

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

**ASSOCIATION POLICY AS TO
RELIGIOUS DISPLAYS**

The display or affixing of religious items on an owner's or resident's property or dwelling is prohibited if same:

1. threatens the public health or safety;
2. violates a law other than a law prohibiting the display of religious speech;
3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
4. is installed on property:
 - (A) owned or maintained by the Association; or

- (B) owned in common by members of the Association;
- 5. violates any applicable building line, right-of-way, setback or easement; or
- 6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

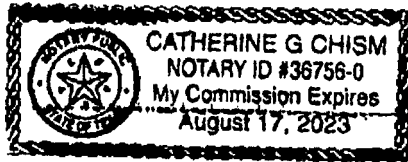
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Patricia A. Koontz
PATRICIA A KOONTZ, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27 day of January 2022, by Patricia Koontz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Catherine G. Chism
Notary Public - State of Texas



RP-2022-65146

RP-2022-65146
Pages 3
02/04/2022 01:33 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.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-65146

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(SECURITY MEASURES)**

The undersigned Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Jan 25, 2022 2022, 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 "Declaration of Covenants, Conditions, and Restrictions of Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for maintaining the common areas of Autumn Chace Townhomes (the "Property") and administering the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing security measures consistent with the provisions of Section 202.023 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of Lots at the Property as to same.

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

**ASSOCIATION POLICY AS TO
SECURITY MEASURES**

CAMERA RULES

1. Camera. These Camera Rules shall cover the installation of any camera, used for security, surveillance, or otherwise ("Camera"), by any Owner.
2. Common Area. No Camera of any kind shall be permitted or installed in or on the common areas of Autumn Chace Townhomes.
3. Private Individually Owned Property. Cameras may only be installed on the Owner's private individually owned property. Cameras shall not encroach upon any of the common areas of Autumn Chace Townhomes, the common area air space, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property.
4. 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
 - (iv) 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.
5. Safety. 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. Installation must comply with all applicable codes.
6. Association Maintenance of Locations upon which Cameras are Installed. 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. No Representation of Security. 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.
8. Severability. If any of these Camera Rules are determined to be invalid, the remainder of these Camera Rules shall remain in full force and effect.

RP-2022-65147

RP-2022-65147

FENCE RULES

1. Materials. All fences at Autumn Chace Townhomes must be the same style as the patio fences at Autumn Chace Townhomes. The fence must be painted to match the patio fences at Autumn Chace Townhomes, and the paint formula must be provided to the Association as a part of the prior approval process.
2. Prior Approval. In accordance with Article V of the Declaration, no fence shall be commenced, erected, or maintained on any Lot without the prior approval of the Board of Directors. As a part of the approval process, an owner must obtain and submit to the Association a survey showing the location of the property line of the owner's Lot. The owner shall be responsible for all costs associated with the installation of a fence pursuant to these Fence Rules (including, but not limited to the relocation of the irrigation system outside of the new fence). Prior to the installation of a fence pursuant to these Fence Rules, the owner must contact the utility marking service (contact 811), and the utility lines must be marked on the owner's Lot. The owner shall be responsible for any and all damage to the common areas resulting from the installation of a fence pursuant to these Fence Rules.
3. Severability. If any of these Fence Rules are determined to be invalid, the remainder of these Fence Rules shall remain in full force and effect.

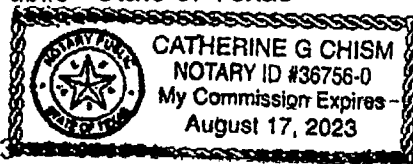
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Patricia A Koontz
PATRICIA A KOONTZ, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27 day of January 2022, by Patricia Koontz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Catherine G. Chism
Notary Public - State of Texas



RP-2022-65147
Pages 4
02/04/2022 01:33 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
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.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-65147

**SECRETARY'S CERTIFICATE OF
AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
(SUPPLEMENTAL LEASING OF TOWNHOUSES RULES)**

The undersigned, being the duly elected, qualified, and acting Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Covenants, Conditions, and Restrictions of Autumn Chace Townhomes" recorded under County Clerk's File No. E621598 of the Real Property Records of Harris County, Texas, and any and all amendments thereto (said recorded document, and all exhibits, and any and all amendments thereto being referred to collectively herein as the "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on Jan 25, 2022, 2022, with at least a majority of the Board of Directors being present, the "Supplemental Leasing of Townhouses Rules" attached hereto as Exhibit "A" were adopted and approved by the Board of Directors pursuant to the authority granted by Section 204.010(a)(6) of the TEXAS PROPERTY CODE and Section 209.016 of the TEXAS PROPERTY CODE.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 27th day of January, 2022. *pk*

**AUTUMN CHACE TOWNHOMES OWNERS'
ASSOCIATION, INC.**, a Texas non-profit corporation

By: Patricia A Koontz
PATRICIA A KOONTZ, Secretary

RP-2022-65148

STATE OF TEXAS

§

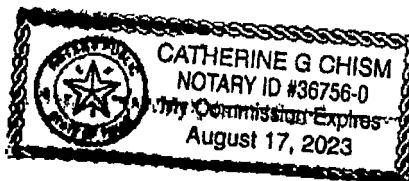
COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on this 27 day of January 2022, by Patricia Koontz, Secretary of Autumn Chace Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Catherine G. Chism
Notary Public - State of Texas



RP-2022-65148

EXHIBIT "A"

**AUTUMN CHACE TOWNHOMES OWNERS' ASSOCIATION, INC.
SUPPLEMENTAL LEASING OF TOWNHOUSES RULES**

THESE "SUPPLEMENTAL LEASING OF TOWNHOUSES RULES" SUPPLEMENT AND ARE IN ADDITION TO SECTION XII OF THE "RULES AND REGULATIONS" RECORDED ON FEBRUARY 12, 2020 UNDER HARRIS COUNTY CLERK'S FILE NO. RP-2020-65236. ALL OF THE PROVISIONS OF THE "RULES AND REGULATIONS" SHALL REMAIN IN FULL FORCE AND EFFECT.

ARTICLE XII. LEASING OF TOWNHOUSES

- K. All leases must be subject to the terms of the Declaration, By-Laws, Rules and Regulations, and policy resolutions of the Association.
- L. Not later than the thirtieth (30th) day after the date an Owner leases a Lot and/or the residence on the Lot to a tenant/occupant, the Owner shall provide the Association with the following:
 - a. the name, mailing address, telephone number and e-mail address of each and every person that will reside at the Lot and/or the residence on the Lot as a tenant/occupant under lease; and
 - b. the commencement date and term of the lease.
- M. An Owner must submit a completed "Tenant Information Form" to the Association or the Association's managing agent not later than the thirtieth (30th) day after the date an Owner leases a Lot and/or the residence on the Lot. A copy of the "Tenant Information Form" is attached hereto as Exhibit "A-1".

RP-2022-65148

Autumn Chace Townhomes Owners' Association, Inc.

Tenant Information Form

Please complete the following, sign and return with a copy of the lease to:

**Autumn Chace Townhomes Owners' Association, Inc.
8323 Southwest Freeway, Suite 330
Houston, TX 77074
Fax (713) 772-5465
Email compliance@cmctx.com**

Autumn Chace Property Address: _____

Owner name _____

A criminal background check was completed for every individual on the lease (initial) _____

Tenant Information:

Primary Contact (Full Name) _____

Contact Telephone Number: _____

Contact Email Address: _____

Lease/Rental Start Date: _____

Lease/Rental End Date: _____

Name of all household members
and relationship _____

I/We the undersigned do hereby state the above to be correct and true.

Owner Signature

Date:

RP-2022-65148

RP-2022-65148
Pages 5
02/04/2022 01:33 PM
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

RP-2022-65148