

**SECRETARY'S CERTIFICATE OF  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION**  
(RULES AND REGULATIONS OF  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION)

The undersigned, being the duly elected, qualified, and acting Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas (said recorded document 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 at a regular meeting of the Board of Directors of the Association held on 1 April, 2010, with at least a majority of the Board of Directors being present, the Rules and Regulations of Waterman Crossing Condominium Association attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 1 day of April, 2010.

**WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION, a Texas non-profit corporation**

By: Rebecca Bashaw  
REBECCA BASHAW Secretary

FILED

20100139-486

4/9/2010

8:00 AM

4/9/2010

lirp3

\$30.00

*Beverly R. Taylor*

COUNTY CLERK  
HARRIS COUNTY

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 1st day of April 2010, by Rebecca Cashaw, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.



*Kelly Futral*

Notary Public - State of Texas

**EXHIBIT "A"**

**Rules and Regulations of  
Waterman Crossing Condominium Association**

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

**208035**

**FILM CODE \_\_\_\_\_**

**WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION SECRETARY'S  
CERTIFICATE OF RULES AND  
REGULATIONS**

**THIS IS PAGE 1 OF 3 PAGES**

**SCANNER KM-4850w**

## **RULES AND REGULATIONS OF WATERMAN CROSSING CONDOMINIUM ASSOCIATION**

**1. DEFINITIONS/TERMINOLOGY.** Throughout these Rules, the following terms shall have the following meanings:

- (a) Association - Waterman Crossing Condominium Association
- (b) Board - The Board of Directors of the Association
- (c) guest(s) - Non-residents who are invitees of an owner, tenant or occupant
- (d) owner(s) - The record title holder of one or more units at Waterman Crossing Condominiums, whether a resident or non-resident at the property
- (e) property - Unless otherwise indicated, the Waterman Crossing Condominium property
- (f) resident(s) - All persons (whether owners, tenants, guests, etc.) who reside at the property
- (g) Rules - These Rules and Regulations
- (h) tenant(s) - Person(s) with contractual rights to occupy one or more unit(s) at the property

**2. AMENITIES/RECREATIONAL AREAS (Pool, Clubhouse, BBQ Area and Tennis Courts)**

- A. All amenities are available for use by residents, tenants and their guests only. Non-resident owners of leased units are not permitted to use the amenities.
- B. Residents and tenants are limited to four (4) invited guests per unit. All guests must be accompanied by the resident/tenant host. The resident/tenant host shall be responsible for the conduct and actions of their guests.
- C. Glass containers are not permitted in all recreation areas.
- D. Horseplay is prohibited in and around all recreation areas.
- E. The Association does not provide lifeguards, attendants or medical facilities. Residents, tenants and their guests use all amenities at their own risk.
- F. Pets are not permitted in and around all recreation areas.
- G. Children under the age of sixteen (16) must be accompanied by an adult in and around all recreation areas.
- H. Appropriate dress will be required in all recreation areas (i.e., no thongs; full coverage top and bottom, 1 or 2 piece swimsuits, no cutoffs, no nude sun

bathing).

- I. Residents or tenants occupying units that are delinquent in the payment of assessments shall not be allowed to use the amenities and recreational areas.

## 2. **SWIMMING POOL**

- A. Swimmers with open sores or bandages are not permitted in the pool.
- B. The users of the recreation areas are responsible for picking up after themselves and removing their own trash.
- C. No diving is permitted.
- D. Suntan lotion, soap, oils or hairpins are not allowed in the pool. Before using the pool, all swimmers must rinse off in the shower at the end of the clubhouse.
- E. Diapers are NOT allowed in the pool. "Swimmers" specifically designed for wear in water will be allowed.

## 3. **TENNIS COURTS**

- A. Guests are limited to three (3) on a tennis court - use of one (1) court only - and they must be accompanied by a resident/tenant host who shall be responsible for the conduct of their guests. A resident/tenant host must be a player with a guest on a tennis court.
- B. Any resident/tenant host with guests is limited to play on one (1) court only.
- C. Tennis shoes and appropriate dress only are to be worn on tennis courts.
- D. Limit play to one (1) hour, when other players are waiting.
- E. For reservations see the bulletin board at the tennis court.
- F. Lights are timed to turn off at 10:30 p.m.
- G. The last player to leave the tennis courts must turn the lights off manually if play is completed before 10:30 p.m.

## 4. **CLUBHOUSE**

- A. A clubhouse reservation request form for private functions is available through the Association's management company. The request form and contract sets forth the rules for clubhouse use and reservations

requirements.

- B. The clubhouse may be reserved for use for meetings and parties.
- C. A charge of \$50.00 per event is required, plus a deposit of \$300.00.
- D. If alcohol is served, then a peace officer must be in attendance, and alcohol is not allowed outside the clubhouse including the pool and barbeque area.
- E. Residents or tenants must be present when the clubhouse is rented.

**5. BULLETIN BOARDS**

- A. All notices for the bulletin boards will be approved by the Association's managing agent, who has exclusive authority to post or remove notices. Notices should be on drawing cardboard stock or stationary from sizes 3" by 5" to 8 ½" to 11".
- B. The Association's managing agent will date and initial each notice.
- C. No notices for sales, services or rental other than at Waterman Crossing will be posted.
- D. There is a one (1) month limit for notices referencing a Waterman Crossing unit rental or sale and a one (1) week limit for other notices. These time limits may be extended by the Association's managing agent upon specific request.
- E. Notices posted by the Association do not have a set time limit, but will be reviewed and updated as necessary and reasonable.

**6. PETS**

- A. All pets must be leashed when walking through the common elements. No pet shall be allowed to run loose within the property. Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier.

There is a limit of two (2) pets per unit. There is a fifty (50) pound limit per pet.

- B. Pet owners and/or handlers are required to carry materials to pick-up after their pets. Each resident who owns a pet shall be responsible to pick up and dispose of any defecation by such pet on the property.
- C. All pet owners are required to register their pets including a picture with the Association. The necessary and required forms may be obtained from the

Association's managing agent, and completed forms shall be kept on file.

- D. Any animal found in the common elements unattended will be deemed a stray and the proper authorities will be contacted.
- E. Any visitors to the property will be expected to follow these Rules regarding pets. The owner or resident hosting the visitor shall be responsible for any and all violations of these Rules, including but not limited to fines.
- F. No animals shall be kept except normal and customary household pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, and endangered species are prohibited.
- G. No pets may be kept or bred for any commercial purpose.
- H. No pet shall be kenneled or tethered unattended for any period of time on any balcony, patio, or any part of the limited or general common elements of the property.
- I. No savage or dangerous animal shall be brought onto or housed on the property. The following breeds of dogs (pure and mixed) are considered to be dangerous, and thus may not be kept or housed at the property Alaskan Malamutes, Rottweilers, Chow Chows, Doberman Pinchers, Boxers, Siberian Huskies, Akitas, Great Danes, German Shepards, Wolf Hybrids, Rhodesian Ridgebacks, Pitt Bulls/American Terrier, and Bulldogs.

The Board of Directors may consider exceptions, to the above breeds on a case by case basis. Any such determinations shall be made by the Board in its sole discretion. The pet owner must meet with the entire Board of Directors and obtain the prior written permission of the Board before the pet may be brought on to the property.

- J. Residents who keep or maintain pet(s) in accordance with these Rules must be responsible pet owners and not allow their pet(s) to unreasonably interfere with the rights of the other residents.
- K. All pet(s) shall have such care and restraint so or not to be obnoxious or offensive on account of noise, odor, or unsanitary condition.

## 7. VEHICLE RESTRICTIONS

- (i) *Vehicle Operation.* 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.

or in the parking areas or garage serving the Condominium. No vehicle may be kept on the property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.

- (viii) *Violations.* 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 relief) 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 Rules violations.
8. **BARBEQUE GRILLS/SMOKERS.** No owner, resident, or guest shall operate a stove, oven, or barbeque pit outside a unit if the oven, stove, or barbeque pit is located within ten (10) feet of the unit. Electric barbeques are exempt from this restriction. Violation(s) of the foregoing rule also is a violation of the Houston Fire Code and may result in a fine not to exceed \$1,000.00. Grills, smokers, or barbeque pits are not to be stored on the common elements, porches, patios and balconies.
9. **ENFORCEMENT.**
- A. Fines for violation of these Rules shall be assessed in accordance with the Association's Resolution Regarding Assessments for Violations of Rules and Regulations. Fines shall be collected in the same manner as assessments.
- B. Owners shall be liable to the Association for violations of these Rules by the owner, an occupant of the owner's unit (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 attorneys fees, whether or not suit is filed.
- C. In addition to the foregoing, in the event these Rules are violated, the Association may bring in 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 attorneys fees, costs, and expenses incurred in the enforcement of these Rules.
10. If any provision of these Rules shall be determined to be invalid, the remainder of the Rules shall remain in full force and effect.
11. These Rules shall be effective as of 1 April, 2010.



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

FILM CODE 208037

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

WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION SECRETARY'S  
CERTIFICATE OF RULES AND  
REGULATIONS

THIS IS PAGE 3 OF 3 PAGES

SCANNER KM-4850w

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

APR 09 2010



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

FILED  
4/9/2010 8:00 AM  
*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY

20100139486  
4/9/2010 Itirp3 \$30.00

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

**SECRETARY'S CERTIFICATE  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION, INC.  
A Texas Non-Profit Corporation**

**Resolution Regarding Assessments for Violation of Rules and Regulations**

---

The undersigned, being the duly elected, qualified and acting Secretary of Waterman Crossing Condominium Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on July 24, 2008.

WHEREAS, the Association is responsible for governance and maintenance of Waterman Crossing Condominium Association, Inc. as described in the "Condominium Declaration for Waterman Crossing Condominium" filed under County Clerk's File Number H235139, Volume 121, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

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

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

WHEREAS, there is a need for a policy with regard to assessments for violation of the rules and regulations of Waterman Crossing Condominium Association, Inc.,

AND WHEREAS, the Board of Directors of Waterman Crossing Condominium Association, Inc., wishes to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Waterman Crossing Condominium Association, Inc. sets the policy as follows:

The unit owner will be sent a First Notice upon inspection of a said violation requesting immediate cure of same. If the matter is not cured immediately, the unit owner will be sent a Second Notice;

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

*Resolution Regarding Assessments for Violation of Rules and Regulations  
for  
Waterman Crossing Condominium Association, Inc.*

\$10.00

The Third Notice will impose a violation assessment in the amount of \$50.00 for each infraction of the Deed Restrictions for Waterman Crossing Condominium Association, Inc.;

The Fourth Notice will impose a violation assessment in the amount of \$100.00 for each infraction of the Deed Restrictions for Waterman Crossing Condominium Association, Inc.;

The Fifth Notice, and each notice thereafter, will impose a violation assessment in the amount of \$200.00 for each infraction of the Deed Restrictions for Waterman Crossing Condominium Association, Inc.

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

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

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

Rebecca Bashaw  
Rebecca Bashaw, Secretary for  
Waterman Crossing Condominium  
Association, Inc.  
a Texas Non-Profit Corporation

17 October 2008  
Date

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 17<sup>th</sup> day of October, 2008, by Rebecca Bashaw, Secretary of Waterman Crossing Condominium Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for the State of Texas

Record and Return to:  
Waterman Crossing Condominium Association, Inc.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



*Resolution Regarding Assessments for Violation of Rules and Regulations  
for  
Waterman Crossing Condominium Association, Inc.*

FILED

10/29/2008 8:00 AM

Becky B. Kaufman  
COUNTY CLERK  
HARRIS COUNTY

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

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

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

OCT. 29, 2008



*Brody B. Kayman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**

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

**SECRETARY'S CERTIFICATE  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION, INC.  
A Texas Non-Profit Corporation**

**Resolution Regarding Application of Funds**

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The undersigned, being the duly elected, qualified and acting Secretary of Waterman Crossing Condominium Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on July 24, 2008.

WHEREAS, the Association is responsible for governance and maintenance of Waterman Crossing Condominium Association, Inc. as described in the "Condominium Declaration for Waterman Crossing Condominium" filed under County Clerk's File Number H235139, Volume 121, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

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

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

WHEREAS, there is a need for a policy with regard to application of funds for Waterman Crossing Condominium Association, Inc.,

AND WHEREAS, the Board of Directors of Waterman Crossing Condominium Association, Inc., wishes to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Waterman Crossing Condominium 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;

\$10.00

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.

Rebecca Bashaw  
Rebecca Bashaw, Secretary for Waterman Crossing Condominium Association, Inc. a Texas Non-Profit Corporation

17 October 2008  
Date

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This instrument was acknowledged before me on the 17<sup>th</sup> day of October, 2008, by Rebecca Bashaw, Secretary of Waterman Crossing Condominium Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for the State of Texas

Record and Return to:

~~WATERMAN CROSSING CONDOMINIUM ASSOCIATION, INC.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074~~



FILED

10/29/2008 8:00 AM

Dorely R. Hoffman  
COUNTY CLERK  
HARRIS COUNTY

Resolution Regarding Application of Funds  
for  
Waterman Crossing Condominium Association, Inc.

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

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

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

OCT. 29, 2008



*Brosdy B. Hayman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**

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**SECRETARY'S CERTIFICATE OF  
WATERMAN CROSSING  
CONDOMINIUM ASSOCIATION  
(LEASING RULES)**

FILED  
7/5/2011 8:00 AM  
*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY

The undersigned, being the duly elected, qualified, and acting Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas (said recorded document 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 at a regular meeting of the Board of Directors of the Association held on 27 June, 2011, with at least a majority of the Board of Directors being present, the Leasing Rules attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 27th day of June, 2011.

**WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION, a Texas non-profit corporation**

By: *Rebecca Bashaw*  
Rebecca Bashaw, Secretary



STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 27<sup>th</sup> day of June 2011, by Rebecca Bashaw, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral  
Notary Public - State of Texas

**EXHIBIT "A"****WATERMAN CROSSING  
CONDOMINIUM ASSOCIATION  
LEASING RULES**

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THESE LEASING RULES SHALL BE DEEMED INCORPORATED INTO AND FORM A PART OF THE EXISTING RULES AND REGULATIONS OF WATERMAN CROSSING CONDOMINIUM ASSOCIATION, AS DESCRIBED IN AND AS FULLY SET FORTH IN THAT CERTAIN "SECRETARY'S CERTIFICATE OF WATERMAN CROSSING CONDOMINIUM ASSOCIATION" RECORDED ON APRIL 9, 2010, UNDER HARRIS COUNTY CLERK'S FILM CODE NO. 208035 OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS.

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**LEASING RULES**

1. Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas, for properties comparable to Waterman Crossing at the time such lease application is made/lease entered into. In the event that any Owner fails or refuses to undertake the review and research as to such matters, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas, leasing similar property would have considered unfavorable and grounds for rejection of lease approval. Further, in the event that an Owner undertakes the review and research as to such matters, and such review and research discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas, leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research. The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Unit in the property.

2. As provided in Article II, Section 2.9 (13) of the Declaration, all leases must be in writing, and subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association. In the event that any tenant/occupant violates any restrictive covenant, term, or condition contained in the Declaration, Bylaws, or Rules or Regulations, such default shall constitute a default under the lease and the Owner of such Unit shall, within ten (10) days following written demand by the Association, declare the Lease to be in default, and commence forcible entry and detainer (eviction) proceedings against the tenant/occupant as a result of such default.
  
3. Not later than the thirtieth (30<sup>th</sup>) day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:
  - a. A copy of the fully completed and executed lease (information deemed personal such as social security numbers, business terms, rent amount, etc. may be redacted);
  - b. As required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease; and
  - c. As required by Section 82.114(e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner.

Owners who fail or refuse to provide the documentation and information required by this Paragraph 3 within the time required shall be subject to the levy of an initial fine in the amount of Two Hundred Dollars (\$200.00), with a subsequent fine of One Hundred Dollars (\$100.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by this Paragraph 3 on two (2) or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One Hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information to the Association.

4. Each Owner shall provide the Association with at least ten (10) day written notice prior to any new tenant/occupant moving into a Unit under a lease; and a ten (10) day written notice prior to any tenant moving out of a Unit under a lease. Such notice shall be provided to the Association in care of the Association's managing agent.

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

ASSOCIATION  
(G RULES)

PAGES

v

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

OFFICE OF  
STAN STANART  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 210233

WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
SECRETARY'S CERTIFICATE (LEASING RULES)

THIS IS PAGE 2 OF 2 PAGES

SCANNER KM-4850w

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



JUL 05 2011  
Stan Stanart

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was  
found to be inadequate for the best photographic

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(DISPLAYED FLAGS AND FLAGPOLES)**

The undersigned Secretary of Waterman Crossing Condominium Association, 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 December 26, 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 "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing (the "Property") and the restrictive covenants set forth therein; and

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

NOW THEREFORE, formal notice is hereby given to all current and future owners of units at the Property as to 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 limited common element patio or balcony area that is not more than sixteen (16) feet in height. Flagpoles must be located in the limited common element patio area or balcony area appurtenant to the owner's unit, and may not extend into the common element airspace above and around said patio area. Flagpoles shall be freestanding, and shall not be attached to the exterior of the building.

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

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

**WATERMAN CROSSING CONDOMINIUM ASSOCIATION**, a Texas non-profit corporation *pu*

By: *Leonard Simmons*  
Leonard Simmons, Secretary

**FILED FOR RECORD  
 8:00 AM**

**JAN 12 2012**

*Stan Stewart*  
 County Clerk, Harris County, Texas



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

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 10<sup>th</sup> day of January 2011, by Leonard Simmons, Secretary of Waterman Crossing Condominium Association, 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. *W*  
Attn: K. Slaughter  
9225 Katy Freeway, Suite 250  
Houston, Texas 77024



RP 080-59-0277

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.

JAN 12 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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Notice  
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**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(RAINWATER HARVESTING SYSTEMS)**

The undersigned Secretary of Waterman Crossing Condominium Association, 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 December 26, 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 "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing (the "Property") and the restrictive covenants set forth therein; and

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

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

**ASSOCIATION POLICY AS TO  
RAINWATER HARVESTING SYSTEMS**

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

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

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or rainwater harvesting system as it is manufactured.

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

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

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

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

WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION, a Texas non-profit corporation

*[Handwritten initials]*

By: *Leonard Simmons*, Secretary

FILED FOR RECORD  
8:00 AM

JAN 12 2012

*Stan Stewart*  
County Clerk, Harris County, Texas

RP 080-59-0281

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this 10<sup>th</sup> day of January 2011, by Leonard Simmons, Secretary of Waterman Crossing Condominium Association, 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

*KS*

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

**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 Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association") for the installation, maintenance and use of rain barrels and rainwater harvesting systems at Waterman Crossing. 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 Waterman Crossing, 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 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

**JAN 12 2012**



*Stan Stewart*  
**COUNTY CLERK  
HARRIS COUNTY, TEXAS**

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**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(RELIGIOUS DISPLAYS)**

The undersigned Secretary of Waterman Crossing Condominium Association, 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 December 26, 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 "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing (the "Property") and the restrictive covenants set forth therein; and

*[Handwritten initials]*

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

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

**ASSOCIATION POLICY AS TO  
RELIGIOUS DISPLAYS**

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

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

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

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**CERTIFICATE OF CORPORATE RESOLUTION  
OF BOARD OF DIRECTORS OF  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

The undersigned Secretary of Waterman Crossing Condominium Association, 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 December 26, 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 "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing (the "Property") and the restrictive covenants set forth therein; and

/s/

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

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

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

**SECTION I - DEFINITIONS**

1. **SOLAR ENERGY DEVICE.** The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power as set forth in Section 171.107 of the TEXAS TAX CODE.
2. **DECLARATION.** "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto.
3. **PROPERTY.** Condominium regime commonly known as Waterman Crossing located

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in Houston, Harris County, Texas.

4. OWNER. A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which is the record owner of fee simple title to one or more of the units at Waterman Crossing. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a unit with the permission and consent of the Owner thereof.

## SECTION II - INSTALLATION RULES

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

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common element airspace.

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

(c) *Damages, Safety.*

- (1) Solar energy device shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions.
- (2) Solar energy devices shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
- (3) Prior to the installation of any solar energy device, the Owner must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner shall expressly agree to:
  - (i) be responsible for all damages or loss caused by the installation or use of the solar energy device;
  - (ii) indemnify and hold harmless the Association for all such damage or loss; and
  - (iii) provide the Association with a certificate of insurance showing that the Owner has the appropriate amount of liability insurance to cover any such damage or loss.

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(d) *Maintenance.*

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

(e) *General.*

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

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

**WATERMAN CROSSING CONDOMINIUM ASSOCIATION**, a Texas non-profit corporation *pu*

By: *Leonard Simmons*  
Leonard Simmons, Secretary

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2011, by Leonard Simmons, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.

*Kelly Futral*  
 Notary Public in and for the State of Texas

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



FILED FOR RECORD  
 8:00 AM

JAN 12 2012

*Stan Stewart*  
 County Clerk, Harris County, Texas

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

**EXHIBIT "A"**  
**WATERMAN CROSSING CONDOMINIUM ASSOCIATION**  
**SOLAR ENERGY DEVICE AGREEMENT**

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

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

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

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

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

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

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

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number 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.

JAN 12 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BP 080-59-0273

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Notice  
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**SECRETARY'S CERTIFICATE**  
**Waterman Crossing Condominium Association**  
**A Texas Non-Profit Corporation**

**Resolution Regarding Payment Agreements**

The undersigned, being the duly elected, qualified and acting Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on March 31, 2014.

WHEREAS, the Association is responsible for governance and maintenance of Waterman Crossing Condominium Association, Inc. as described in the "Condominium Declaration for Waterman Crossing Condominium" filed under County Clerk's File Number H235139, Volume 121, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"); and

lee

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

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

WHEREAS, there is a need for a policy with regard to payment agreements administered by Management on behalf of Waterman Crossing Condominium Association,

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

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

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

RP 091-14-0711



RP 091-14-0712

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

Rebecca Bushaw  
 Rebecca Bushaw, Secretary for  
 Waterman Crossing Condominium Association  
 a Texas Non-Profit Corporation 102

31 March 2014  
 Date

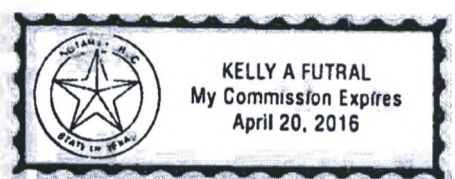
THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 31 day of March, 2014, by Rebecca Bushaw, Secretary of Waterman Crossing Condominium Association, a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
 Notary Public in and for the State of Texas

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



RP 091-14-0713

**FILED FOR RECORD  
8:00 AM**

**APR 10 2014**

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

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

I hereby certify that this instrument was FILED in File Number Sequence on this 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.

**APR 10 2014**



*Stan Stewart*  
**COUNTY CLERK  
HARRIS COUNTY, TEXAS**

SECRETARY'S CERTIFICATE OF  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(SUPPLEMENTAL RULES AND REGULATIONS)

The undersigned, being the duly elected, qualified, and acting Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for New Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq. of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to 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 December 8<sup>th</sup>, 2014, with at least a majority of the Board of Directors being present, the Supplemental Rules and Regulations attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 8<sup>th</sup> day of December, 2014.

WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION, a Texas non-profit corporation

By: Rebecca Bashaw  
Rebecca Bashaw, Secretary

RP 093-61-1236

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STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this 8<sup>TH</sup> day of December 2014, by Rebecca Bushaw, Secretary of Waterman Crossing Condominium Association, 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 093-61-1237

EXHIBIT "A"

**SUPPLEMENTAL RULES AND REGULATIONS OF  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION**

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THESE SUPPLEMENTAL RULES AND REGULATIONS SUPPLEMENT THOSE CERTAIN RULES AND REGULATIONS FILED ON APRIL 9, 2010, UNDER HARRIS COUNTY CLERK'S FILM CODE NO. 208035 (REFERRED TO HEREIN AS THE "RULES"). THE RULES SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS SET FORTH HEREIN BELOW.

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The Rules are hereby amended by adding Paragraph 12 as follows:

- "12. FIRE SAFETY. Ingress and egress to a condominium unit must be an unobstructed thirty-six (36) inch area and/or walkway."

RP 093-61-1238

RP 093-61-1239

FILED FOR RECORD  
8:00 AM

DEC 29 2014

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

DEC 29 2014



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

3  
Notice  
6

SECRETARY'S CERTIFICATE OF  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(SUPPLEMENTAL RULES AND REGULATIONS)

The undersigned, being the duly elected, qualified, and acting Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to 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 April 27, 2015, with at least a majority of the Board of Directors being present, the Supplemental Rules and Regulations attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 27 day of April, 2015.

WATERMAN CROSSING CONDOMINIUM ASSOCIATION, a Texas non-profit corporation

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By: Rebecca Bashaw  
Rebecca Bashaw, Secretary

RP 094-71-0743

STATE OF TEXAS

§

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 27<sup>th</sup> day of April 20 15, by Rebecca Bashaw, Secretary of Waterman Crossing Condominium Association, 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 094-71-0744



EXHIBIT "A"

**SUPPLEMENTAL RULES AND REGULATIONS OF  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION**

---

THESE SUPPLEMENTAL RULES AND REGULATIONS SUPPLEMENT THOSE CERTAIN RULES AND REGULATIONS FILED ON APRIL 9, 2010, UNDER HARRIS COUNTY CLERK'S FILE NO. 2010013948 AND FILM CODE NO. 208035 (REFERRED TO HEREIN AS THE "RULES"). THE RULES SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS SPECIFICALLY SET FORTH HEREIN BELOW.

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Paragraph 6.A. of the Rules is hereby deleted in its entirety, and the following provision shall be substituted in lieu thereof:

**6. PETS**

- A. All pets must be leashed when walking through the common elements. No pet shall be allowed to run loose within the property. Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier.

There is a limit of two (2) pets per unit. There is a twenty-five (25) pound limit per pet.

RP 094-71-0745

RP 094-71-0746

FILED FOR RECORD  
8:00 AM

MAY 12 2015

*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.

MAY 12 2015



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**PRESIDENT'S CERTIFICATE**

**WATERMAN CROSSING CONDOMINIUM ASSOCIATION,  
a Texas Non-profit Corporation**

**RULES FOR INSTALLING SATELLITE DISHES AND ANTENNAS**

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The undersigned, being the duly elected, qualified and acting President of WATERMAN CROSSING CONDOMINIUM ASSOCIATION (the "Association"), a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on June 27, 2016:

**WHEREAS**, the Association is responsible for governance and maintenance of Waterman Crossing as described in the Condominium Declaration for Waterman Crossing Condominium, filed in Volume 121, Page 1 of the Condominium Records of Harris County, Texas and all amendments thereto;

*W*

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

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

**WHEREAS**, the Federal Communications Commission (the "FCC") adopted rules preempting certain Association restrictions on the installation, maintenance and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas;  
and

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

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

1. No antenna or satellite dish of any kind shall be permitted or installed without the prior written approval of the Association. For purposes hereof, an antenna and/or satellite dish shall include any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services, together with masts, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories utilized in the installation of any such antenna

or satellite dish.

2. Notwithstanding the foregoing general prohibition as to antennas or satellite dishes provided in paragraph No. 1, satellite dishes which are designed to receive direct broadcast satellite service which are one meter (39 inches) or less in diameter may be installed in accordance with these Rules. For purposes of these rules, such satellite dishes shall be referred to as "Permitted Satellite Dish(es)". Satellite dishes which are designated to receive satellite signals which are larger than one meter (39 inches) are prohibited.
3. The following provisions shall be applicable to a Permitted Satellite Dish:
  - (a) *Location.* Permitted Satellite Dish(es) must be installed wholly within a condominium unit, or within the limited common element patio, balcony or common element within thirty-six (36) inches from the building structure as such resident occupies. Installation of a Permitted Satellite Dish on a common element or limited common element does not convert the common element or limited common element into individually owned property. Only one (1) Permitted Satellite Dish per unit may be installed by an Owner.
  - (b) *Installation.*
    - (1) Any resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the Permitted Satellite Dish to be installed, the installer, the proposed location of such installation and the method and manner of installation to include wiring or cabling.
    - (2) No Permitted Satellite Dish may be installed on any of the other the Common Elements (except for those common elements specifically designated as limited common element appurtenant to a respective unit and for the exclusive use of such respective unit). A Permitted Satellite Dish may not protrude above the roofline.
    - (3) All installations shall be completed so that same does not damage any common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building.
    - (4) The Association shall have the right to require reasonable screening of a Permitted Satellite Dish, including but not limited to all cables and wires, so long as the screening does not impair reception.

- (5) A Permitted Satellite Dish must be securely mounted to a base and/or tripod so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. A base and/or tripod must be installed so that same does not damage the wood trim or hardy plank exterior of the building, concrete or balcony and does not require holes be made in the wood trim or hardy plank exterior of the building, concrete or balcony.
- (6) The installation of a Permitted Satellite Dish must be done by a qualified person or company. Any installer other than the unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common and limited elements and potential safety hazards.
- (7) No liens in connection with the installation or maintenance of any Permitted Satellite Dish shall be filed against the common elements of the Condominium.
- (8) Installation of a Permitted Satellite Dish shall only occur between the hours of 8:00 a.m. and 7:00 p.m, Monday through Saturday.

(c) *Damages, Safety.*

- (1) Permitted Satellite Dish(es) shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions.
- (2) Permitted Satellite Dish(es) shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
- (3) Prior to the installation of any Permitted Satellite Dish, the Owner must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner shall expressly agree to:
  - (i) be responsible for all damages or loss caused by the installation or use of the Permitted Satellite Dish; and
  - (ii) indemnify and hold harmless the Association for all such damage or loss.

(d) *Maintenance.*

- (1) Owners who install or maintain Permitted Satellite Dish(es) are


responsible for all associated costs, including but not limited to costs to:

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

(e) *General.*

- (1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any Permitted Satellite Dish.
- (2) No Permitted Satellite Dish shall ever be used for the transmission of any signal whatsoever and same satellite dish shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.

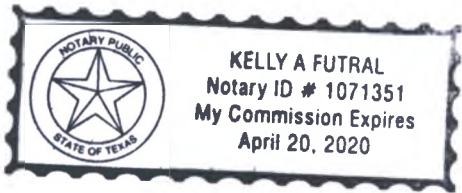
- (3) No Permitted Satellite Dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.
- 4. Should these rules be violated, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any; may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
- 5. If any provision of these Rules is determined to be invalid, the remainder of these Rules shall remain in full force and effect.

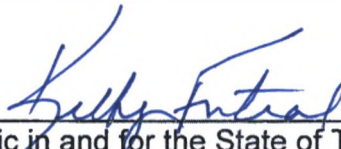
  
Leonard Simmons, ~~Secretary~~ <sup>President</sup> of  
 Waterman Crossing Condominium Association,  
 a Texas non-profit corporation

102

THE STATE OF TEXAS       §  
   §  
 COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 27<sup>th</sup> day of June, 2016, by Leonard Simmons, ~~Secretary~~ of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.



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

**EXHIBIT "A"**  
**WATERMAN CROSSING CONDOMINIUM ASSOCIATION**  
**SATELLITE DISH AGREEMENT**

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

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

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

I, the undersigned owner, acknowledge receipt of the "Rules for Installing Satellite Dishes and Antenna" established by the Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association") for the installation of satellite dish antennas at Waterman Crossing in Houston, Harris County, Texas. With regard to such Rules, I agree as follows:

1. That I will comply with and abide by such Rules.
2. That I understand and agree that I have or will install and operate the satellite dish at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation, and removal of my satellite dish, 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 Waterman Crossing, personnel of the Association, common property, other owners' property or other residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) of and from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys fees, any causes of action (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the satellite dish.

Owner:

\_\_\_\_\_

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

**RECORDER'S MEMORANDUM:**

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



FILED FOR RECORD  
8:00 AM

AUG 23 2016

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

AUG 23 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(INTERIOR REPAIRS AFTER FOUNDATION WORK)**

The undersigned President of Waterman Crossing Condominium Association, 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 June 27, 2016, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq., of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing Condominium (the "Property") and the restrictive covenants set forth therein; and

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WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy regarding interior repairs after foundation work, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

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

**ASSOCIATION POLICY AS TO  
INTERIOR REPAIRS AFTER FOUNDATION WORK**

In accordance with the provisions of the Declaration, it is the existing and continuing policy of the Association to maintain and repair the foundations at the Property. The Association shall repair any cracks in sheetrock, including floating and texture, resulting from and/or related to foundation work. The individual unit owner is responsible at their sole cost and expense for the maintenance, repair, and replacement of the inner decorated and/or finished surfaces of the walls, ceilings, doors, windows and other such elements consisting of paint, wallpaper, and other finishing materials resulting from and/or related to foundation work.

In addition, the Association shall repair and/or return the interior flooring of a unit to the same condition as it existed prior to the foundation work (such as cleaning, stretching, and re-tacking of existing carpet) as long as upgraded flooring has not been installed in a unit. If upgraded flooring (such as wood flooring or tile) has been installed in a unit, then the Association shall not be responsible for the interior flooring repair of said unit after completion of foundation work. The owner of a unit with upgraded flooring shall be responsible at their sole cost and expense for the interior flooring repair after completion of foundation work.

The Association shall only complete interior repairs caused by and/or related to the foundation repair after the foundation work is completed. The decision when to repair any and all foundations and/or interiors shall be at the sole discretion and decision of the Board of Directors.

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

WATERMAN CROSSING CONDOMINIUM ASSOCIATION, a Texas non-profit corporation

102

By: *[Signature]*  
Lenard Simmons, Secretary  
President

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 27<sup>th</sup> day of June 2016, by Lenard Simmons, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.

*[Signature]*  
Notary Public, State of Texas

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



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

FILED FOR RECORD  
8:00 AM

AUG 23 2016

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

AUG 23 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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notice  
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**CERTIFICATE OF  
CORPORATE RESOLUTION  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(ASSOCIATION POLICY AS TO ELECTRIC CARS)**

The undersigned President of Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on June 27, 2016, 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, pursuant to that certain "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), the Association is responsible for administering Waterman Crossing a condominium regime and the covenants, conditions, and restrictions set forth in the Declaration; and

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WHEREAS, pursuant to the Declaration and applicable law the Association is authorized to adopt, amend, and enforce reasonable rules regulating the use, occupancy, maintenance, repair, modification, and appearance of the units and common elements, to the extent the regulated actions affect common elements or other units; and

WHEREAS, the Board of Directors has deemed it desirable and necessary to adopt a policy regarding electric cars, as same may have a direct impact on the common expenses of the Association; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the policy of the Association as to electric cars, and to provide disclosure of such policy to prospective future owners of condominium units at Waterman Crossing; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Association hereby adopts the following resolution, and formal notice is hereby given to all current owners of condominium units at Waterman Crossing as to the policy of the Association, and to all prospective, future owners of condominium units at Waterman Crossing of the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO  
ELECTRIC CARS**

Unit owners and/or residents may charge electric cars at Waterman Crossing, but a dedicated plug that is separately metered must be installed.

Prior to installation, the owner of the electric car must submit written plans and specifications prepared by a master electrician as to the installation of the dedicated plug to charge the electric car. The dedicated electric plug must be separately metered. The owner of the electric car (i.e., unit owner or resident) shall be responsible for all costs related to the installation of the dedicated plug and the payment of the electricity used by the dedicated plug. The cost of the electricity used by the dedicated plug to charge an electric car shall not be a common expense of the Association. All installations of a dedicated plug must be completed by a master electrician. All installations of a dedicated plug require the prior written approval of the Board of Directors. All installations of a dedicated plug must be done in accordance with applicable laws and permitting requirements, and must be inspected as may be required by the local governmental entities. No such installations shall be commenced without the prior written approval of the Board of Directors.

Prior to the installation of a dedicated plug, the unit owner or resident (i.e., the owner of the electric car) shall pay to the Association a \$500.00 deposit. If the dedicated electric plug is removed and the location of the dedicated plug is restored to its original condition to the satisfaction of the Board of Directors, then the deposit shall be refunded to the owner of the electric car. If the dedicated plug is not removed by the owner of the electric car when he moves and/or no longer occupies a condominium unit at Waterman Crossing or if the owner of the electric car removes the dedicated plug but fails to restore the location to its original condition to the satisfaction of the Board of Directors, then the deposit shall be used to pay any costs incurred by the Association to remove the dedicated plug and/or restore the location of the dedicated plug to its original condition. Any amount of the deposit remaining after the costs incurred by the Association are paid shall be refunded to the owner of the electric car.

An owner shall be responsible for the acts and omissions of the resident of the owner's unit, as well as the owner's and the resident's family members, guests, tenants, invitees, electricians and contractors. If an owner and/or a resident installs a dedicated plug without the prior written approval of the Board of Directors, or if an owner and/or a resident charges an electric car using a non-dedicated plug, then the owner of the unit and/or resident shall be deemed to be in violation of this Policy, and shall be subject to the enforcement provisions of the dedicatory instruments of the Association, as same may be amended from time to time, including but not limited to fines or other legal action as determined to be reasonable and necessary by the Board of Directors in its sole discretion.

102  
WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION, a Texas non-profit corporation

X [Signature]  
Lenard Simmons, Secretary ~~President~~

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this 27<sup>th</sup> day of June, 2016, by Lenard Simmons, ~~Secretary~~ of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of such corporation.

[Signature]  
Notary Public - State of Texas

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



**RECORDER'S MEMORANDUM:**

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

FILED FOR RECORD  
8:00 AM

AUG 23 2016

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

AUG 23 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



5  
Notice  
PK

**CERTIFICATE OF CORPORATE RESOLUTION  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(INSURANCE DEDUCTIBLE)**

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THIS CERTIFICATE OF CORPORATE RESOLUTION HEREBY AMENDS AND REPLACES IN ITS ENTIRETY THAT CERTAIN INSURANCE DEDUCTIBLE RESOLUTION DATED AUGUST 27, 2008, FILED UNDER FILM CODE NO. 204101 AND HARRIS COUNTY CLERK'S FILE NO. 20080494221.

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The undersigned Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on August 22, 2016, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

lor

WHEREAS, pursuant to applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE, and that certain "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1 of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for administering the Waterman Crossing condominium regime and the covenants, conditions, and restrictions set forth in the Declaration; and

llc

WHEREAS, the Association is required to insure the insurable common elements and units in accordance with the Declaration and applicable law to the extent that such property insurance is reasonably available; and

WHEREAS, the Board of Directors, having considered all relevant factors, and based on its business judgment to secure such insurance on a commercially reasonable basis, has agreed to certain policy deductibles, which the Board has determined to be appropriate and necessary; and

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

WHEREAS, Section 82.111(a) and (b) of the TEXAS UNIFORM CONDOMINIUM ACT ("TUCA") generally provide that the Association must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, common elements, and units, but need not include improvements and betterments installed by the unit owners; and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

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

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

In situations other than those described above, the Association will pay the applicable policy deductible, as a common expense. In accordance with the Association's dedicatory instruments, such common expense may be levied by the Association as an assessment (i.e., special assessment, insurance loss assessment or other type of assessment) against the Units, and the Unit Owners shall be responsible for payment of such assessment.

- 3. If the cost to repair damage to a unit or common elements covered by the Association's insurance is **less than the amount of the Association's applicable insurance deductible**, then except as provided by Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall pay the cost of the repair of the unit or common elements.
- 4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if the damage to a unit or common elements is due wholly or partly to an act or omission of any unit owner or a guest or invitee of the unit owner, the Association may assess the deductible expense and any other expense in excess of the insurance proceeds against the unit owner and the owner's unit; (ii) a unit owner may also be subject to additional liability pursuant Article III, Section 3.10 of the Declaration; and (iii) a unit owner may also be subject to additional liability pursuant to the provisions of the dedicatory instruments of the Association.
- 5. The determination of whether a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board of Directors, whose decision shall be final. Sums determined to be payable by the unit owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the unit owner and sent by certified mail/return receipt request to the unit owner's last known mailing address according

the records of the Association, or by personal delivery.

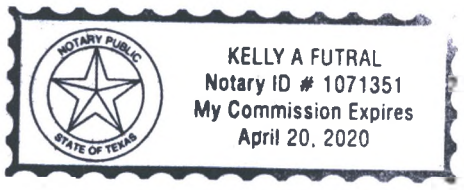
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a unit and a unit owner's personal property and improvements as set forth in the Declaration, By-Laws, Rules, or applicable law. Nothing herein shall affect the right of a unit owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or entity other than the unit owner whose wrongful or negligent acts may have caused such loss, or to recover such sums from the unit owner whose acts or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of a unit owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such unit owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board of Directors.
7. This Resolution shall be deemed effective upon the recordation of same as a "dedicatory instrument" in the Official Public Records of Harris County, Texas.

**WATERMAN CROSSING CONDOMINIUM  
ASSOCIATION**, a Texas non-profit corporation

X Rebecca Bashaw  
Rebecca Bashaw, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 22nd day of August, 2016, by Rebecca Gustaw, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of such corporation.



Kelly Futral  
Notary Public - State of Texas

*Ret*

**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

AUG 30 2016

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

AUG 30 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(DOCUMENT RETENTION)**

The undersigned Secretary of Waterman Crossing Condominium Association, 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 July 18, 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 "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing Condominium (the "Property") and the restrictive covenants set forth therein; and

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

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

**ASSOCIATION POLICY AS TO  
DOCUMENT RETENTION**

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

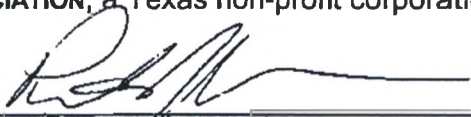
1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the foregoing shall be retained permanently;
2. Financial books and records shall be retained for at least seven (7) years;
3. Account records of current owners shall be retained for at least five (5) years;
4. Contracts 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.

The Association shall not be required to retain any documents not shown herein above. After the expiration of the applicable retention period, the

RP-2022-387169

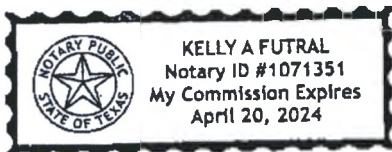
documents are subject to removal from the Association's books and records, and shall no longer be available for review or inspection.

**WATERMAN CROSSING CONDOMINIUM ASSOCIATION, a Texas non-profit corporation**

By:   
Pete Menke, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 18<sup>th</sup> day of July 2022 by Pete Menke, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.



  
Notary Public - State of Texas

RP-2022-387169



RP-2022-387169

RP-2022-387169  
# Pages 3  
07/28/2022 11:53 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$22.00

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
WATERMAN CROSSING CONDOMINIUM ASSOCIATION  
(RECORD PRODUCTION AND COPYING)**

The undersigned Secretary of Waterman Crossing Condominium Association, 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 July 18, 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 "Condominium Declaration for Waterman Crossing Condominium" recorded in Volume 121, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of Waterman Crossing Condominium (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing the production and copying documents consistent with the provisions of Section 82.1141 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

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

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

**I. BOOKS AND RECORDS.**

- A. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 82.1141 of the Texas Property Code. An owner is entitled to obtain from the Association copies of information contained in the books and records.
- B. The files of the Association's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Association is seeking reimbursement from the owner may be requested by said owner in accordance with Section 82.1141 of the Texas Property Code.
- C. The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation

history of an individual 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 (10<sup>th</sup>) 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 (10<sup>th</sup>)

business day after the date the Association receives the written request, except as otherwise provided in this policy.

- B. If the Association is unable to produce the books and records requested on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request, the Association must provide to the requestor a written notice that (1) informs the requestor that the Association is unable to produce the information on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the written request; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15<sup>th</sup>) business day after the date notice under this section is given.
- C. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the Association to copy and forward to the requesting party. The requesting party shall pay, in advance of the inspection, the costs for labor to supervise the inspection in accordance with Section III. After the inspection, the requesting party shall pay, in advance, the costs to copy and forward the identified documents in accordance with Section III.

III. COSTS AND EXPENSES.

- A. The Association will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy. Such costs shall include all reasonable costs of materials, labor, overhead, and postage. Such costs shall be charged based upon the following:

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
LABOR	\$15.00 per hour for actual time to locate, compile, and reproduce books and records (if copy request is more than 50 pages)

RP-2022-387170

- 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

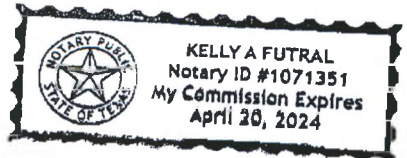
B. An owner must pay, in advance, the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30<sup>th</sup>) business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

**WATERMAN CROSSING CONDOMINIUM ASSOCIATION**, a Texas non-profit corporation

By: *Pete Menke*, Secretary

STATE OF TEXAS            §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on this 18<sup>th</sup> day of July 2022 by Pete Menke, Secretary of Waterman Crossing Condominium Association, a Texas non-profit corporation, on behalf of said corporation.



*Kelly Futral*  
Notary Public - State of Texas

RP-2022-387170

RP-2022-387170  
# Pages 5  
07/28/2022 11:53 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Tenesia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS