

36
notice
7

CERTIFICATE OF DEDICATORY DOCUMENTS OF BRIDGEWATER LANDING
CONDOMINIUM ASSOCIATION, INC.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

Pursuant to Section 202.006 of the Texas Property Code, the undersigned certifies that the following attached documents have been approved by the Board of Directors of the Bridgewater Landing Condominium Association, Inc.

165

1. By-Laws of Bridgewater Landing Condominium Association, Inc.
2. Rules and Regulations , revised November, 1999
3. Exterior Guidelines dated June 21, 2011.
4. Records Production Policy.
5. Payment Plan Policy.
6. Records Retention Policy.

EXECUTED this 10th day of April, 2012.

BRIDGEWATER LANDING CONDOMINIUM
ASSOCIATION, INC.

By: Susan Brewer

Printed Name: Susan Brewer

Title: PRESIDENT

Sten Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 OCT 16 PM 3:11

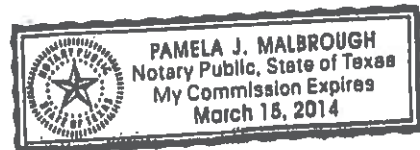
FILED

16

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 10th day of April, 2012, by Susan Brewer, President of BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC., on behalf of said association.

Pamela J. Malbrough
Notary Public, State of Texas



8962 25 188 RR 084 37 2012

Bridgewater Landing Condominium Association

Rules and Regulations

Revised November 1999

Use of amenities:

Clubhouse

The clubhouse may be reserved for private resident parties or functions subject to the following restrictions:

1. A cleaning deposit of \$150 and a rental fee of \$25 (for 25 or fewer guests) or \$50 (for 50 or more guests) is required in advance with the reservation request. The cleaning deposit is refundable upon inspection of suitably cleaned premises after member use.
2. Parties are to terminate no later than 12:00 midnight with the single exception of New Years Eve, when it will terminate no later than 1:00 AM. No use of the pool or spa is allowed in conjunction with the clubhouse rental
3. An adult must accompany resident children when using the clubhouse.
4. A liability waiver and statement of responsibility are to be signed by resident when reservations are made.
5. When alcohol is to be served, a uniformed peace officer must be present.
5. The pool or spa can not be reserved for private use.
6. No smoking is permitted in the clubhouse.

TENNIS COURTS:

These are available for use on a first come first serve basis or by reservation as demand dictates. For night time tennis lights may be turned on at the switch box near court entrance. Lights turn off automatically at 10:00 PM. Last players in the court at night are asked to turn lights off before leaving. **TENNIS SHOES REQUIRED.** Three guests permitted, all on same court.

RESTRICTIONS:

With players waiting, play is limited to one hour, after which players go to the end of the line.

RP 084-37-2091

PETS

Bridgewater Landing C.A. will allow two dogs or cats or one dog and one cat per household up to a weight of twenty pounds, fish in aquariums and small canary sized birds. All snakes, reptiles, primates and livestock are prohibited from the premises. All pets except birds and fish must be registered with the office and wear a pet tag at all times. All pets are to be indoor pets. If outside the unit all cats and dogs must be on a leash and accompanied by the owner. Cats must use a litter box inside the unit. Litter boxes may not be kept on patios or balconies at any time. Cat litter must be double-bagged and tied for disposal. Dogs must eliminate behind the owner's unit except buildings 10 and 11 which must use the area between the east end of building 11 and the exterior fence, and buildings 13 and 14 which must use the area between the east end of building 13 and the exterior fence. Dog waste must be removed immediately. No animals are allowed at any time in the recreation area i.e. the enclosed area encompassing the tennis courts, hot tub, pool and back of the clubhouse or the greenbelt areas to the north and south of the recreation area. Should a dog bite another person, that animal will be banned from the property immediately. If the animal is not removed immediately, the unit owner's account will be assessed a \$100 per day fine until the animal is removed. Excessive barking will subject the unit owner to fines. Unaccompanied pets whether tagged or not will be subject to pick-up by the S.P.C.A. or Harris County Animal Control. Guests may not bring animals onto the property, residents may not care for non-resident pets on site. Fines for the first pet violation will be \$50 and the fine will be doubled for any subsequent pet violations.

SATELLITE DISHES:

Bridgewater Landing does not allow antennas or satellite dishes to be in public view at any time, except as mandated by the Telecommunications Act of 1996 and its various amendments. The Telecommunication Act allows satellite dishes one meter in size or less to be placed on limited common elements for the exclusive use of the resident i.e. patios and balconies and they cannot be attached to the building or railings in any way.

Violations of this rule will result in the removal of the device from the common element, and a fine plus repair cost of any damage to the common element will be levied.

BALCONIES AND PATIOS:

These are important to the overall appearance of the community. No clothes lines may be strung or clothing, bedding etc. hung over the balcony railing. Items placed on balconies and patios should be suitable for these areas. Items on patios and balconies should be limited to patio furniture, barbecues, and potted plants. These are not to be used for storage places.

No barbecuing is allowed on balconies or patios or any closer than 10 feet from any building.

1
.
}

WINDOWS AND WINDOW COVERINGS:

Signs are not allowed in the windows without prior consent from the Board of Directors. All window coverings must conform to the outside appearance of the property. Curtains, mini-blinds and shades must be lined in white. Owners violating these rules are subject to being fined.

COMMON AREAS:

Sprinklers hoses and other miscellaneous items may not be left in common areas. Maintenance crews will be instructed to remove these items.

The sprinkler system is to be operated exclusively by Bridgewater personnel.

No fireworks are allowed on the property at any time.

Loitering is not permitted in common areas. Outside social activities should be confined to patios, balconies and the recreation area.

Consumption of alcoholic beverages is not allowed in common areas.

OCCUPANCY:

Occupancy is limited to no more than (2) residents per bedroom, i.e., four (4) people to a two bedroom, six (6) people to a three bedroom.

MISCELLANEOUS:

Children should not play or loiter in parking and driveway areas, or in any way interfere with traffic.

No owner tenant or guest should engage in behavior deemed to be obnoxious, or disturbing to other residents.

Noise should be confined as much as possible to the unit that is its source. Laundry appliances, vacuums and related equipment should not be used between the hours of 10:00 PM and 7:30 AM. Electronic audio, video and TV equipment should not be heard outside the confines of the unit.

No owner, tenant or guest should harass another resident.

GENERAL:

Violations of the rules and restrictions could subject the offender to fines and penalties. It is your responsibility to familiarize yourself, your family and your tenants with them.

Bridgewater Landing C.A.

Dear Unit Owner,

July 21, 2011

These are the new posted guidelines for Bridgewater landing's exterior buildings. Unfortunately we have come to a point where many individuals have become excessive with certain behavior of the exterior of their units.

You must understand that the outside structure is considered a common area and not ones personal property. You are not allowed to plant trees of any kind. You are not allowed to perform construction on your unit personally. Such as screening in patios, replacing doors or windows on your unit or putting up sun screen mesh over your windows.

All structural issues that have been listed above can be done, but must be done by a licensed contractor, not by the unit owner and must be approved by the Board of Directors.

Plants, light gardening, such as a small amount of potted plants, perennials in the garden beds. These things, even though it is stated in our bi-laws as no "No Gardening" BWL has understood owners wanting to give their units a little bit of what they call home.

But unfortunately some owner's idea of this is the misunderstanding of the bi-laws and they have exceeded any and all tolerance of these bi-laws and rules and regulations.

All unit owners will have until September 1st 2011 to comply with the exterior guide lines which have been based on our bi-laws and our rules and regulations.

Thank you,

Board of Directors, Bridgewater landing

Bridgewater Landing
Board of Directors
Guidelines for Exterior

Front:

- 1 maximum of 2 pots on front porch with 36" space between pots to allow for gurney
- 2 no hanging objects on front porch, no waterfalls, or bird baths
- 3 no pots in grassy areas or under trees
- 4 no furniture (no tables, benches, or chairs) in flower beds or grassy areas
- 5 approval by board is required to add tile, astro turf, paint, or any other surface on front porch
- 6 no laundry baskets, waste baskets, brooms or mops on front porch
- 7 no trellis/lattice work
- 8 only 4 pots in shrub area -- cannot extend over into sidewalk or grassy area
- 9 seasonal yard art acceptable (Christmas, Easter, 4th of July, Halloween, Valentine's Day, and St. Patrick's Day)

Yard art must be approved by the board in writing before being put in place. Residents must present to the board in order to get approval. Existing yard art must have written approval and presented to board as proof. Two "yard art" will be allowed in front and back only if approved by the board in writing.

Back:

- 1 maximum of 10 pots on patio or flower bed areas, not grassy area
- 2 no furniture (no tables, benches, or chairs) in flower beds or grassy areas
- 3 only 2 "yard art" objects as approved by the board in writing
- 4 maximum of 4 hanging baskets, bird feeders, or chimes on back patio (combination)
- 5 no waste baskets, laundry baskets, brooms, or mops on back patio
- 6 written approval by board for functioning waterfalls or bird baths
- 7 no trellis/lattice work on back patio or side
- 8 no pots under trees
- 9 townhome: upstairs balcony -- maximum 4 pots
- 10 flats: maximum 10 pots on patio -- upstairs
- 11 modification to garden area must be approved in writing by board

98-1-31-2005

PP 08-1-37-2096

Side:

- 1 no pots, trellises/lattice work in side beds or grassy area
- 2 no furniture (chairs, tables, or benches) or "yard art" in flower beds or grassy area

Mulch:

- 1 only black mulch in all flower beds (front, back, side)

Upper Patios:

- 1 no pots on rail
- 2 only 4 hanging objects (hanging baskets, chimes, or bird feeders - combination)

Other:

- 1 no trees planted anywhere - must be contained in a pot
- 2 no trellises/lattice work or fences
- 3 no empty pots, bucket, tool boxes, etc.
- 4 no dead plants
- 5 no planting of shrubs, rose bushes, etc. without written approval by the board
- 6 seasonal bedding plants are welcome

"Yard art" must be presented to the board and approved by the board in writing before being put in place. Existing "yard art" must be presented to the board for written approval. If you have written approval for existing "yard art", you must show the written approval to the board for approval. Two approved "yard art" for the front and two approved "yard art" for the back. Residents must be in compliance with these guidelines within 30 days of this notice.

Thank you for your consideration in this matter.

Bridgewater Landing
Board of Directors

BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.
RECORDS PRODUCTION POLICY

This Records Production Policy was approved by the Board of Directors for Bridgewater Landing Condominium Association, Inc., on the 21 day of December, 2011.

I. Copies of Association records will be available to all Owners upon proper request and at their own expense. A proper request:

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, or the Owner's agent, attorney or certified public accountant; and
- c. contains sufficient detail to identify the records being requested.

II. Owners may request to inspect the books and records or may request copies of specific records.

- a. If the owner makes a request to inspect the books and records, then the Association will respond within 10 business days of the request, providing the dates and times the records will be made available and the location of the records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner paying the Association the cost thereof.
- b. If an owner makes a request for copies of specific records, and the Association can provide the records easily or with no cost, then the Association will provide the records to the owner within 10 business days of the owner's request.
- c. If the owner makes a request for copies of specific records, the Association shall send a response letter advising on the date that the records will be made available (with 15 business days) and the cost the owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the owner.

RP 004-37-2097

III. The Association hereby adopts the following schedule of costs:

COPIES

10 cents per page, for a regular 8.5" x 11"
50 cents per page, for pages 11" x 17" or greater
Actual cost, for specialty paper (color, photograph, map, etc.)
\$1.00 for each DC or audio cassette
\$3.00 for each DVD

LABOR

\$15.00 per hour for actual time to locate, compile and reproduce the records (can only charge if request is greater than 50 pages in length)

OVERHEAD

20% of the total labor charge (can only charge if request is greater than 50 pages in length)

MATERIALS

actual costs of labels, boxes, folders and other supplies used in producing the records, along with postage for mailing the records.

IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's Books and Records:

BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.

RESPONSE TO REQUEST TO INSPECT ASSOCIATION RECORDS

_____ (date)

Dear Homeowner:

On _____, the Association received your request to inspect the books and records of the Association. The books and records of the Association are available to you to inspect on regular business days, between the hours of 9:00 A.M. and 5:00 P.M., at the office of _____, located at _____, Houston, Texas 77_____.

Please contact the Association's manager at _____ (phone number) to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records

8662-26-100-34
34-084-37-2698

during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Very truly yours,

Bridgewater Landing Condominium Association, Inc.

- V. The Association hereby adopts the following form of response to Owners who request copies of specific records:

**BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

___ (date)

Dear Homeowner:

On _____, the Association received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records, you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$____. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of _____, located at _____, Houston, Texas 77____.

Very truly yours,

Bridgewater Landing Condominium Association, Inc.

BB-4-37-2005

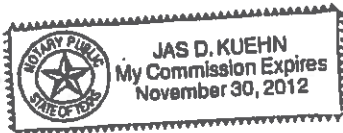
- VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
- VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information (other than an owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be releases.
- VIII. With regard to the inspection of ballots, only persons who tabulate ballots under 209.00594 (TPC) may be given access to the ballots cast in an election or vote.

CERTIFICATION

"I, the undersigned, being the president of Bridgewater Landing Condominium Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Bridgewater Landing Condominium Association, Inc., Board of Directors."

By: Susan Brewer
SUSAN BREWER (Board President name)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 21 day of December, 2011, to certify which witness my hand and seal of office.



[Signature]
Notary Public, State of Texas

REF 004-37-2185

BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.
PAYMENT PLAN POLICY

This payment plan policy was approved by the Board of Directors for Bridgewater Landing Condominium Association, Inc., on the 21 day of December, 2011.

1. Owners are entitled to pay their assessments according to the terms of this approved payment plan policy, as long as an owner has not failed to honor the terms of a previous payment plan during the past two (2) years;
2. All payment plans require a down payment and monthly payments;
3. Upon request, all Owners are automatically approved for a payment plan consisting of 25% down, with the balance paid off in 6 monthly installments; [no less than three months and no more than 18 months]
4. If an owner defaults on any payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two (2) years;
5. Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals.. No payment plan may be shorter than 3 months or longer than 18 months; and
6. The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under its Governing Documents and can charge reasonable costs of administering the payment plan. The term of a payment plan cannot be less than 3 months or more than 18 months.

RP 094-37-2101

CERTIFICATION

"I, the undersigned, being the President of Bridgewater Landing Condominium Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Bridgewater Landing Condominium Association, Inc., Board of Directors."

By: *Jusan Brewer*
JUSAN BREWER (Board President name)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 21 day of December, 2011, to certify which witness my hand and seal of office.



JDK
Notary Public, State of Texas

RF 084-37-2102

BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.
RECORDS RETENTION POLICY

This Records Retention Policy was approved by the Board of Directors for the Bridgewater Landing Condominium Association, Inc., on the 21 day of December, 2011.

The Association shall maintain its records as follows:

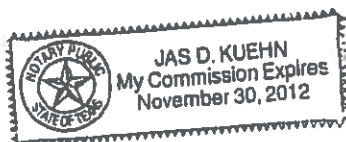
<u>Record</u>	<u>Retention Period</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents	Permanent
Association tax returns and tax audits	Seven (7) years
Financial books and records	Seven (7) years
Account records of current owners	Five (5) years
Contracts with a term of more than one year	Four (4) years after Contract expires
Minutes of member meetings and Board meetings	Seven (7) years

CERTIFICATION

"I, the undersigned, being the President of Bridgewater Landing Condominium Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Bridgewater Landing Condominium Association, Inc., Board of Directors."

By: Susan Brewer
Susan Brewer (Board President name)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 21 day of December, 2011, to certify which witness my hand and seal of office.



[Signature]
Notary Public, State of 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.

RP 084-37-2105

REF 084-37-210

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

OCT 16 2012



Stu Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

4
notice
MC

**CERTIFICATE OF CORPORATE RESOLUTION
BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.
(INSURANCE DEDUCTIBLE)**

The undersigned Secretary of Bridgewater Landing Condominium Association, Inc., 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 April 18, 2017, 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 applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE, and that certain "Condominium Declaration for Bridgewater Condominiums" recorded in Volume 128, Page 39 of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for administering the Bridgewater Landing condominium regime and the covenants, conditions, and restrictions set forth in the Declaration; and

128

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 to 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 to the records of the Association, or by personal delivery.
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a unit and a unit owner's personal property and

improvements as set forth in the Declaration, By-Laws, Condominium 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.

BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation

10R

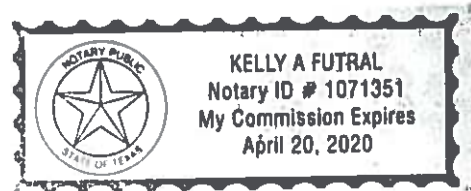
x Johnnye F. Schupe
JOHNNYE F. SCHUPE, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18th day of April, 2017, by Johnnye F. Schupe, Secretary of Bridgewater Landing Condominium Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral
Notary Public - State of Texas

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



FILED FOR RECORD

8:00:00 AM

Tuesday, May 30, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, May 30, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

5
10th
mc

SECRETARY'S CERTIFICATE OF
BRIDGEWATER LANDING CONDOMINIUM ASSOCIATION, INC.
(TRAFFIC AND PARKING REGULATIONS)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Bridgewater Landing Condominium Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Bridgewater Landing Condominium" recorded in Volume 128, Page 39, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being collectively referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that a duly called meeting of the Board of Directors held on April 18, 2017, the "Traffic and Parking Regulations", which are attached hereto as Exhibit "A" and incorporated herein for all purposes, were approved and adopted by a majority vote of the members of the Board of Directors.

lee

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 18 day of April, 2017.

Johnave F. Shupe
JOHNAVE F. SHUPE, Secretary
of Bridgewater Landing Condominium
Association, Inc., a Texas non-profit corporation

IDR

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of April, 2017, by Johanye F. Shupe, Secretary of Bridgewater Landing 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:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P. ✓
Attn: K. Slaughter
9225 Katy Freeway, Suite 250
Houston, Texas 77024

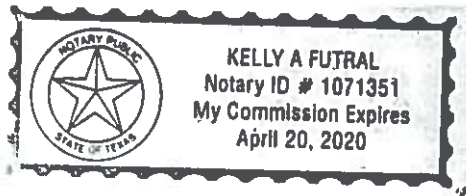


EXHIBIT "A"

TRAFFIC AND PARKING REGULATIONS BRIDGEWATER LANDING ASSOCIATION MARCH 2017

The following rules and guidelines have been developed by the duly elected Board of Directors (the "Board") of the Bridgewater Landing Association and shall apply to all parking within Bridgewater Landing, located at 14911 Wunderlich Drive, Houston, Texas 77069 (the "Property").

General Provisions

1. All persons and drivers of Vehicles entering the Property and in the parking lot and/or driveway areas are required to observe all pedestrian, Property traffic and parking safety practices, posted warning signs and no-parking areas, and other signage in the Property. The term "Vehicle" or "Vehicles" means all street legal motorized vehicles to include, but not limited to, cars, automobiles, trucks, SUV's, motorcycles, motorbikes, motor scooters and any other similar vehicles.
2. Motorcycles, motorbikes, motor scooters, or any other similar Vehicles may not be operated recreationally within the Property.
3. No Vehicle may be parked so as to block or restrict: (1) visibility at corners and intersections, or (2) the passage of normal Vehicle traffic along the drives. Residents/Guests may be requested to immediately move Vehicles that are deemed to block safe passage of traffic or be subjected to fines and/or towing at owner's sole expense.
4. No trucks in excess of 3/4-ton, boats, campers, trailers, commercial vehicles not used as the resident's primary vehicle, or motor homes may be stored or brought onto the Property.
5. Major repairs or restoration of any Vehicle may not be performed on any portion of the Common Elements (i.e., carports, driveways, parking lot, drives, etc.) in the Property. (Major repairs are those which cannot be completed in one day or which will leave lasting stains or cause damage to the Property.) No unattended Vehicles on blocks or jacks.
6. Vehicles are not to be stored on the Property. Vehicles which are not street legal (i.e., expired inspection stickers/license plates) are deemed to be inoperable. Inoperable Vehicles left on the Property are subject to being towed at owner's sole expense.
7. No storage of any objects shall be permitted in the carport or parking areas. Parking areas shall at all times be kept free of debris or rubbish of any kind.
8. Residents are assigned one parking space per unit, either in an attached garage or under a carport.
9. No residence may have more than three (3) registered Vehicles. Resident is solely responsible for making alternative off-Property parking arrangements for additional Vehicles beyond those permitted by the Board.

Parking Stickers

10. Residents (including tenants) must register all motorized Vehicles, whether owned, leased or rented, with the Association. All Vehicles garaged or parked on the Property must have valid Texas State registration coverage. Upon visual confirmation of such registration the Association will, at its sole discretion, issue one of the following permits/stickers for each Vehicle:
 - a. Resident Vehicle Sticker
 - b. Temporary Permit (Hang tags)
11. All registered Vehicles are required to have a current Resident Vehicle Sticker affixed on the front windshield above the registration sticker. **Any Vehicle not registered or not displaying said Resident Vehicle Sticker is subject to towing at the owner's expense.**
12. Any Resident (owner or tenant) moving to the Property from another state will be issued a temporary parking permit valid only for the period of time allowed by the State of Texas for legal registration of out-of-state Vehicles. Any Vehicle not legally registered by the date of expiration will be subject to fines and/or towing.
13. Under special circumstances, such as a company or employer-owned Vehicle used by the Resident, the Board may, upon satisfactory proof and at its sole discretion, authorize the issuance of a Resident Vehicle Sticker. Resident shall be responsible for all violations and resulting fines assessed related to said Vehicle.
14. No overnight non-resident parking shall be allowed anywhere within the Property except those displaying a valid Resident's Guest Parking Permit or parked in the assigned space of the unit they are visiting.
15. All stickers and other valid permits may be reissued periodically at the discretion of the Board of Directors ("the Board") for the purpose of controlling entry into the Property.

Guest Parking

16. Guest parking is on a first-come, first-served basis. Vehicles must be parked wholly within the marked lines of a parking space. Any guest Vehicle which cannot find a legal parking spot within the Property must promptly exit the Property and seek suitable parking outside the Property
17. For overnight visits, by prior authorization provided to a member of the Board or the property manager by Resident, a Temporary Permit may be issued to the Resident's guests. Vehicles with a Temporary Permit may park overnight in designated visitor parking areas in the Property during the permitted period. The Temporary Permit, however, does not guarantee the availability of a parking space within the Property.

Violations

The Board reserves the right to cite any Resident violating these Traffic and Parking Regulations. Such violations may result in:

- (1) Denying entry to the Vehicle,
- (2) Levying applicable fines against the responsible owner, or
- (3) Having the violating vehicle towed at the responsible owner's expense.

The Board reserves the right to warn, cite or fine any Resident for the actions of their personal guests or invited service vendors who violate these Parking Regulations.

All towing of Vehicles shall be done in accordance with the provisions and requirements of the Texas Towing and Booting Act as it currently exists or as same may be amended and modified.

Any Vehicle in violation of these Traffic and Parking Regulations may be stickered, wheel-locked, towed pursuant to the Texas Towing and Booting Act, or otherwise removed from the Property by the Association, at the expense of the Vehicle's owner. In addition to 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 Traffic and Parking Regulations. The Association expressly disclaims any liability for damage to Vehicles on which the Association exercises these remedies for violations.

FILED FOR RECORD

8:00:00 AM

Tuesday, May 30, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, May 30, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS