

Stan Stewart 11
COUNTY CLERK
HARRIS COUNTY, Texas

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

Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions

The undersigned, being the duly elected, qualified and acting Secretary of Trophy Club 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 June 29, 2011.

WHEREAS, the Association is responsible for governance and maintenance of Trophy Club Condominium Association, Inc. as described in the "Condominium Declaration for Trophy Club Condominium No. 1", filed under County Clerk's File Number F739741, Volume 80, 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 and deed restrictions of Trophy Club Condominium Association, Inc.,

AND WHEREAS, the Board of Directors of Trophy Club Condominium Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Trophy Club 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;

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The Third Notice will impose a violation assessment in the amount of \$50.00 for each infraction of the Deed Restrictions for Trophy Club 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 Trophy Club 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 Trophy Club 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.

James Lillard, Secretary for
Trophy Club Condominium Association, Inc.
a Texas Non-Profit Corporation
Date 6/29/11

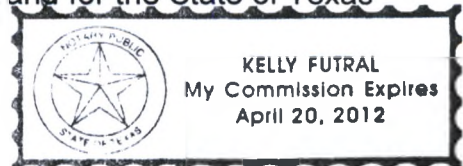
THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 29th day of June, 2011, by James Lillard, Secretary of Trophy Club 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: Trophy Club Condominium Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074



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
210274
FILM CODE _____

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
SECRETARY'S CERTIFICATE RESOLUTION REGARDING
ASSESSMENTS FOR VIOLATION OF RULES & REGULATIONS
AND DEED RESTRICTIONS

THIS IS PAGE 1 OF 1 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 26 2011
Stan Stanart



COUNTY CLERK
HARRIS COUNTY, TEXAS

MEMORANDUM
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iled and recorded.

7/26/2011

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

7/26/2011

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Resolution Regarding Application of Funds

The undersigned, being the duly elected, qualified and acting Secretary of Trophy Club 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 June 29, 2011.

WHEREAS, the Association is responsible for governance and maintenance of Trophy Club Condominium Association, Inc. as described in the "Condominium Declaration for Trophy Club Condominium No. 1" filed under County Clerk's File Number F739741, Volume 80, 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 Trophy Club Condominium Association, Inc.,

AND WHEREAS, the Board of Directors of Trophy Club Condominium Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Trophy Club 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;

*Resolution Regarding Application of Funds
for
Trophy Club Condominium Association, Inc.*

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7/26/2011 10:00 AM \$10.00

FILED

7/26/2011 8:00 AM

Stan Stewart
COUNTY CLERK
HARRIS COUNTY

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 210275 _____

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
SECRETARY'S CERTIFICATE RESOLUTION REGARDING
APPLICATION OF FUNDS

THIS IS PAGE 1 OF 1 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

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



JUL 26 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 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
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
A Texas Non-Profit Corporation**

FILED
10/28/2011 8:0
Stan Stans
COUNTY CLERK

Resolution Regarding Water Termination

The undersigned, being the duly elected, qualified and acting Secretary of Trophy Club Condominium Association, Inc. (the "Association") a Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on June 2, 2010.

WHEREAS, the Association is responsible for governance and maintenance of Trophy Club Condominium Association, Inc. as described in the "Condominium Declaration for Trophy Club Condominium No. 1" filed under County Clerk's File Number F739741, Volume 80, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"); and

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

WHEREAS, Section 82.102 (14) of the Texas Uniform Condominium Act grants the Association, acting through its Board the right to adopt and amend rules regulating the termination of a utility service to a unit, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Trophy Club Condominium Association, Inc. sets this policy as follows and makes this policy a matter of record:

- All assessments are due on the 1st day of each month
- If payment is not received by the 15th day of each month, the assessment is considered delinquent and a late fee will be charged to the account
- The late fee is currently assessed at the rate of \$7.00 per month

*Resolution Regarding Water Termination
For
Trophy Club Condominium Association, Inc.*

- Any time an owner becomes delinquent 60 days or more in payment of assessments, a water termination notice may be mailed to the owner notifying the owner of the Associations intent to terminate water services provided to the unit; the notice shall specify that water services may be terminated upon the expiration of ten (10) days unless the assessment is paid in full.
- The notice shall be sent by certified mail, return receipt requested, and by regular mail to the last known mailing address of the owner according to the records of the Association; and to the property address in the event that the owner has a mailing address different than that of the property.
- If the water services provided to the unit are terminated, a fee to terminate and restore the water services, currently \$50.00 (but subject to change without notice), will be charged as an assessment against the unit.
- The owner of the unit shall be obligated to pay the costs to terminate and restore the water services and all assessments that are due via certified funds only as a condition to reinstatement of the water services, unless otherwise determined by a majority vote of the Board of Directors.
- After the required payment is received, water service will be restored. Water will be restored only between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. The owner, tenant or authorized representative must be present when the water is restored. There will be no exceptions.
- The Association, acting through the Board of Directors, shall have the right, but not the obligation, to terminate water services provided to a unit as a remedy for non-payment of assessments. This right of the Association to terminate water services provided to a unit shall be in addition to, not in lieu of, any other remedies available to the Association for non-payment of assessments.

*Resolution Regarding Water Termination
For
Trophy Club Condominium Association, Inc.*

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 211111 _____

TROPHY CLUB CONDOMINIUM ASSOCIATION,
INC. SECRETARY'S CERTIFICATE RESOLUTION
REGARDING WATER TERMINATION

THIS IS PAGE 1 OF 1 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



OCT 28 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 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.

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12/9/2011

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
(DISPLAYED FLAGS AND FLAGPOLES)**

The undersigned Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on NOV. 28, 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 Trophy Club Condominium No. 1" filed in Volume 80, 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 Trophy Club (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 twenty (20) feet in height. Flag poles must be located in the enclosed patio area appurtenant to the unit, and may not extend into the common element airspace above and around said patio area.
- C. Displayed flags shall not be more than three (3) feet by five (5) feet in

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- 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.
- D. The flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces may be displayed.
- E. The flag of the United States of America must be displayed in accordance with 2. U.S.C. Section 5-10.
- F. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- G. A flagpole attached to a dwelling or a freestanding 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

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

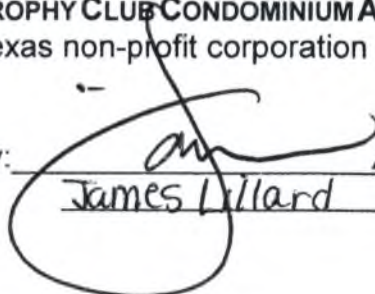
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TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., a
Texas non-profit corporation

By:  11/28/2011
James Lillard, Secretary

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this 28th day of November 2011, by James Lillard, Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
Notary Public - State of Texas

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

FILM CODE 211238



TROPHY CLUB CONDOMINIUM ASSOCIATION,
INC. CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS (DISPLAYED FLAGS
AND FLAGPOLES)

THIS IS PAGE 1 OF 1 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

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

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stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property
of Harris County, Texas on



DEC 09 2011
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
12/9/2011 8:00 AM
Stan Stanart
COUNTY CLERK

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RECORDER'S MEMORANDUM:

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**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
(RAINWATER HARVESTING SYSTEMS)**

The undersigned Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Nov. 28, 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:

12/9/20

WHEREAS, pursuant to that certain "Condominium Declaration for Trophy Club Condominium No. 1" filed in Volume 80, 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 Trophy Club (the "Property") and the restrictive covenants set forth therein; and

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.
 - 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.
 - 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 (10th) business day following receipt of the completed notification form by the Board of Directors

unless the Owner consents in writing to a later time for such meeting.

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

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.,
a Texas non-profit corporation

By: *[Signature]* 11/28/2011
James Lillard, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 28th day of November 2011, by James Lillard, Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public - State of Texas

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 Trophy Club Condominium Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of rain barrels and rainwater harvesting systems at Trophy Club. 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 from 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 Trophy Club, 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: _____

FILED
12/9/2011 8:00 AM

Stan Stanart
COUNTY CLERK

20110516129

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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 211239

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC. CERTIFICATE OF CORPORATE RESOLUTION OF BOARD OF DIRECTORS (RAINWATER HARVESTING SYSTEMS)

THIS IS PAGE 1 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

DEC 09 2011
Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS



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

FILM CODE 211240

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC. CERTIFICATE OF CORPORATE RESOLUTION OF BOARD OF DIRECTORS (RAINWATER HARVESTING SYSTEMS)

THIS IS PAGE 2 OF 2 PAGES

SCANNER KM-4850w

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.

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**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
(RELIGIOUS DISPLAYS)**

The undersigned Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on Nov. 28, 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:

12/9/2011

WHEREAS, pursuant to that certain "Condominium Declaration for Trophy Club Condominium No. 1" filed in Volume 80, 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 Trophy Club (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing religious displays consistent with the provisions of Section 202.018 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of 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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An owner or resident is not authorized to use material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Association's restrictive covenants or in accordance with the requirements of the Association's dedicatory instruments.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., a
Texas non-profit corporation

By: *James Lillard* *11/28/2011*
James Lillard, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this *28th* day of *November* 2011, by *James Lillard*, Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral
Notary Public - State of Texas

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

FILM CODE 211241

TROPHY CLUB CONDOMINIUM ASSOCIATION,
INC. CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS (RELIGIOUS DISPLAYS)

THIS IS PAGE 1 OF 1 PAGES

SCANNER KM-4850w

FILED

12/9/2011

8:00 AM

Stan Stanart
COUNTY CLERK

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12/9/2011

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\$10.00

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

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



DEC 09 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 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.

12/9/2011

Stan S
COUNTY C

**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS OF
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

20

12/9/2011

The undersigned Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on Nov. 28, 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 Trophy Club Condominium No. 1" filed in Volume 80, 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 Trophy Club (the "Property") and the restrictive covenants set forth therein; and

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

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

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

SECTION I - DEFINITIONS

1. **SOLAR ENERGY DEVICE.** The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power as set forth in Section 171.107 of the TEXAS TAX CODE.
2. **DECLARATION.** "Condominium Declaration for Trophy Club Condominium No. 1" filed in Volume 80, Page 1 of the Condominium Records of Harris County, Texas and all amendments thereto.
3. **PROPERTY.** Condominium regime commonly known as Trophy Club located in

at
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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 Trophy Club. 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.

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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.
 - (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 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, such as a patio or balcony).
 - (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 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.

(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.

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

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CONDOMINIUM ASSOCIATION,
OF CORPORATE RESOLUTION
FACTORS (GUIDELINES REGARDING
SOLAR ENERGY DEVICES)

1 OF 2 PAGES

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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.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., a
Texas non-profit corporation

By: *[Signature]* 11/28/2011
James Lillard, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of November, 2011, by James Lillard, Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

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



EXHIBIT "A"
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
SOLAR ENERGY DEVICE AGREEMENT

Owner: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner, acknowledge receipt of the "Guidelines for Installing Solar Energy Devices" established by Trophy Club Condominium Association, Inc., a Texas non-profit corporation (the "Association") for the installation of solar energy devices at Trophy Club, 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 Trophy Club, 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: _____

SECRETARY'S CERTIFICATE
Trophy Club Condominium Association, Inc.
A Texas Non-Profit Corporation

Resolution Regarding Payment Agreements

The undersigned, being the duly elected, qualified and acting Secretary of Trophy Club 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 Feb 4, 2014.

WHEREAS, the Association is responsible for governance and maintenance of Trophy Club Condominium Association, Inc. as described in the "Condominium Declaration for Trophy Club Condominium No. 1" filed under County Clerk's File Number F739741, Volume 80, Page 1, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"); and

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

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

WHEREAS, there is a need for a policy with regard to payment agreements administered by Management on behalf of Trophy Club Condominium Association, Inc.,

AND WHEREAS, the Board of Directors of Trophy Club Condominium Association, Inc., wish to make this policy a matter of record,

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

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

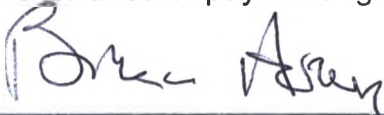
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- The fee to administer the payment agreement will be a flat fee of \$25.00 per month, such cost will be added to the total amount due and paid in accordance with the payment agreement. The payment agreement fees collected from the owner will be reimbursed 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.



 Bruce Hovey, Secretary for
 Trophy Club Condominium Association, Inc. 10R
 a Texas Non-Profit Corporation


 FEB 6, 2014

 Date

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 6th day of February, 2014, by Bruce Hovey, Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.



 Notary Public in and for the State of Texas

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



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 090-66-0008

RP 090-66-0809

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8:00 AM

FEB 27 2014

Stan Stewart
County Clerk, Harris County, Texas

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

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

FEB 27 2014



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
(INSURANCE DEDUCTIBLE)**

4
Notice
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The undersigned Secretary of Trophy Club 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 3-18-14, 2014, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE, and that certain "Condominium Declaration for Trophy Club Condominium No. 1" recorded in Volume 80, Page 1 in the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for administering the Trophy Club condominium regime and the covenants, conditions, and restrictions set forth in the Declaration; and *ill*

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

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

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

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

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

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

RP 091-12-0387

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 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 liability for payment of the applicable deductible.

NOW THEREFORE, BE IT RESOLVED THAT:

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 a stated deductible, 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.

1. As to a casualty loss covered by the Association's insurance policy and the amount of the loss is **more than the Association's insurance policy deductible**, the whole amount of the applicable stated insurance deductible shall be charged/allocated to the Unit Owner and paid to the Association by the Unit Owner as follows:
 - 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 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 Unit which is a result of or arises from (i) the failure or malfunction of any component or item within or forming a part of the Unit, whether constituting a fixture (plumbing, electrical, etc.), or appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for which the Unit Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law, all irrespective of any negligence; or
 - c. if the cause of the insured loss cannot be determined, but such loss

RP 091-12-0388

originated wholly within the Owner's Unit or the Limited Common Elements appurtenant thereto (or from any item for which the Owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law).

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

2. As to a casualty loss covered by the Association's insurance policy, 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 any other expense in excess of insurance proceeds against the Owner and the Owner's Unit. Notwithstanding the foregoing, a Unit Owner may also be subject to additional liability pursuant to Article III, Section 3.10 of the Declaration.
3. As to a casualty loss which would be covered by the Association's insurance policy, but the amount of the loss is **less than the Association's insurance policy deductible** so that no insurance proceeds are available, then 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 Element in accordance with Section 82.111(j) of TUCA .
4. The determination of whether a loss is one described in Paragraph 1 or Paragraph 2 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.
5. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a Unit and a Unit Owner's personal property and improvements as set forth in the Declaration, Bylaws, Rules, or applicable law. Nothing herein shall affect the right of a Unit Owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 1 and Paragraph 2 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 wrongful or negligent acts may have

RP 091-12-0389

caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of an Owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such Owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board of Directors.

- 6. This Resolution shall be deemed effective upon the recordation of same as a "dedicatory instrument" in the Official Public Records of Harris County, Texas.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation

10R

x Bruce Hovey, Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18 day of March, 2014, by Bruce Hovey, Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral
Notary Public - State of Texas



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

RP 091-12-0390

RP 091-12-0391

FILED FOR RECORD
8:00 AM

APR - 9 2014

Stan Stewart
County Clerk, Harris County, Texas

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

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

APR - 9 2014



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RF-2018-295283
07/02/2018 RP2 \$72.00

RULES AND REGULATIONS

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

(THE "ASSOCIATION")

These Rules apply to the units and common elements of Trophy Club Condominium Association, Inc. By owning or occupying a Unit in Trophy Club Condominium Association, each Owner and each Resident agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in Federal Law, State Law, the Declaration, and the By-Laws.

For the convenience of Trophy Club Condominium Association Owners and Residents, these Rules restate some of the rules and covenants contained in the Declaration and By-Laws. Some of these Rules, however, are in addition to the restrictions found in the Declaration and By-Laws. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Governing Documents, the hierarchy of authority shall be as follows: Federal Law, State Law, Declaration, By-Laws, Trophy Club Condominium Rules and Regulations.

These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the on-site management office to verify the rules currently in effect on any matter of interest. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association, Owners and Residents under the Declaration, By-Laws, Articles of Incorporation, and Texas and Federal law.

Trophy Club uses forms available in our Office for issues and matters dealing with Architectural Modification, Landscaping, and the Clubhouses. Please see the on-site Property Manager for questions and guidance.

**TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS**

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1.00 COMPLIANCE

1.01 All Owners and all Residents shall comply with the provisions of the Declaration, the By-Laws, and the Trophy Club Rules and Regulations, (collectively, the "Governing Documents"). Each Owner and each Resident, additionally, shall be responsible for compliance with the Governing Documents by the occupants of his Unit, and his or their respective family, invitees, tenants, agents, employees, or contractors. Use of "Owner" or "Resident" in these Rules shall be deemed to include and apply to the Owner and to all persons for whom Owner is responsible.

1.02 All Owners/Residents shall comply with temporary rules and signs posted from time to time. Such posted rules are incorporated into these Rules by reference. Contact Management with questions concerning these Rules.

1.03 All Owners, or their representatives, shall provide their respective lessees with a copy of these Rules and Regulations upon execution of the lease. All leases must contain a stipulation that Tenants agree to abide by the Governing Documents.

1.04 Certain circumstances may warrant waiver or variance of a Rule. The Board, after written application for a waiver or variance, may grant conditional approval, in writing, of the waiver or variance.

2.00 OCCUPANCY STANDARDS

2.01 The Board may prohibit continued occupancy by a person who constitutes a direct threat to the health or safety of others, or whose occupancy would result in substantial physical damage to the property of others.

2.02 Transient tenancies are not permitted. A lease must be for a minimum of one year and sub-letting is not permitted. Each lease must be in writing, and an Owner shall provide the Board with a copy of the lease of that Owner's Unit. Owners are required to notify Management within five days of the Unit vacancy.

2.03 Each Owner shall use his Unit for single-family residential purposes only. The single family residential purposes shall be deemed to specifically prohibit the use of any Unit for any business, education, church, professional or other commercial activity of any type, except that an Owner may use his Unit as a personal office for a profession or occupation, provided:

- (a) the public is not invited, permitted, or allowed to enter the Unit or conduct business there;
- (b) no signs advertising such profession or business are permitted;
- (c) no on-site employees are permitted;
- (d) no offensive activity or condition, noise and/or odor is permitted.

2.04 No Unit shall be occupied by more than two persons per bedroom.

3.00 AMENITIES

3.01 All amenities (pool, clubhouses, tennis courts and spa) are available to Residents and their guests. Non-resident Owners are not permitted to use these facilities during the terms of any lease or rental agreement of their Unit. Residents/Guests under fourteen (14) years of age must be supervised by an adult. Guests are limited to three per Unit. Amenity keys are required and may be checked on a random basis, or in case of any report of a problem or disturbance, by a representative of Management or a Board Member. Wrist bands must be worn when using the pool, tennis courts, sauna or spa. Wrist bands may be purchased at the Trophy Club office.

3.02 No alcohol is permitted in the pool(s), spa or sauna. Glass containers are not permitted in any amenity area.

3.03 No life guards, medical attendants or medical facilities are provided by the Association. Residents and their Guests use the amenities at their own risk. Swimmers with open sores or bandages are not permitted in the pools or spa. Soap, oils or hairpins are not permitted in the pools or spa.

3.04 Appropriate dress is required in any area. No cut-offs are permitted in spa or pools. Tennis shoes must be worn on the tennis court. Use of the tennis court for other than playing tennis is strictly prohibited.

3.05 Pool and tennis court hours are 9:00 a. m. until 10:00 p. m., unless posted otherwise.

3.06 No eating or drinking is allowed within three (3) feet of the pool, sauna, or spa. No cooking is allowed. Clean-up is the responsibility of the diners.

3.07 Head phones are required when listening to electronic devices at the pool.

3.08 The areas inside the pool fences, including the sauna and spa, are designated as a non-smoking areas.

CLUBHOUSES

3.09 A clubhouse reservation is required. Reservation forms are available at the office. The Board reserves the right to review or reject a reservation. Pools, spa, sauna and tennis court usage is not included in clubhouse rentals.

3.10 The Resident must be present at the clubhouse for the length of the activity and is responsible for guest conduct.

3.11 All functions at the clubhouse must terminate as set out in the Reservation form. Music and noise must be kept to a level that does not project outside the clubhouse.

3.12 Clubhouse #2 may be reserved without charge for Association functions to which all Association residents are invited.

3.13 It shall be the Resident's responsibility to provide a security guard if the function has fifty (50) or more guests. The security guard will be either a licensed law enforcement officer or a security guard from a state licensed company who will remain at the clubhouse for the entire function until guests have left the Association property. Clubhouse #2 will safely accommodate a maximum of one hundred nineteen (119) people at one time.

3.14 The Resident is responsible for cleanup after the function. Management, maintenance personnel or a Board Member will inspect and determine if the damage/cleaning deposit will be refunded. It will be returned if the premises are properly cleaned and there is not damage to the clubhouse. If it is determined that the premises are not properly cleaned, the Resident will be notified and given the choice of cleaning the clubhouse or having the cost of a professional cleaning service deducted from the damage/cleaning deposit. If it is determined there is damage to the clubhouse property (inside or out), the cost of repairing will be deducted from the damage/cleaning deposit and any amount in excess of the deposit will be added as an assessment to the Owner's account.

3.15 Clubhouses are designated as "NO SMOKING" areas. The designated "SMOKING AREA" is the open area between the clubhouses and the pool.

3.16 In the event of a situation in which it has been established there is a clear danger of injury to people or the property, it shall be the Management's responsibility, and in their absence a Board Member, to close the amenities. Children must be supervised by an adult if they are on the common grounds of the Association.

4.00 PETS

4.01 Pets are not permitted in the pools or inside the pool enclosures.

4.02 Pets must be leashed at all times when outside a Unit. Pets are not allowed to be "staked" in the common area unless a person capable of controlling the pet is present and supervising the pet. Pets over 25 pounds must be on a non-retractable leash no longer than eight feet (8') in length and may be required to wear a pinch collar.

4.03 Pets are the responsibility of the Owner of the Unit regardless of Unit occupancy. A pet deemed dangerous, exotic, or undesirable by the Board will be immediately removed from the premises. A fine of \$200/day will be levied each day the offense continues.

4.04 No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units provided they are not kept, bred or maintained for commercial purposes. A Resident may keep no more than a reasonable number of pets in a Unit. The Board may determine if the number of pets is unreasonable. The Board shall have the right to prohibit maintaining an animal determined to be a danger to any person on the Property.

4.05 No animal shall be left unattended on a patio. Animals may be kept within an enclosed patio. Any animal found unattended out of the enclosure or not on a leash controlled by a person capable of controlling the animal, may be removed by the Board.

4.06 It shall be the absolute duty and responsibility of an Owner/Tenant to immediately clean up after an animal.

4.07 Within 30 days, all pets in Trophy Club must be registered with the on-site Manager. All dogs and cats must be licensed and have current mandatory vaccinations.

5.00 VEHICLES

5.01 Only operable vehicles are permitted on the Condominium property. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, bicycles, passenger trucks, small vans, company vehicles, and similar passenger vehicles. Oversized vehicles in assigned parking shall not impede entrance/egress of adjacent vehicles and may be required to park elsewhere on the property. The following are not permitted on the property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles, vehicles with air brakes, and vehicles over 8500# GVW.

5.02 All parking spaces on the property, including assigned covered spaces, shall be used for parking only. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles

5.03 No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the condominium or any disability access ramp. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the property. The driveway areas in Trophy Club are defined as extending fourteen feet (14') in each direction from the centerline. No vehicle may be parked in a manner that intrudes more than one foot (1') into the driveway area or more than six inches (6'') into a sidewalk. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking".

5.04 Each vehicle shall be muffled, maintained, and operated to minimize noise, odor, oil leaks and smoke emissions. The use of car horns is discouraged and excessive use may be cited under Rule 8.04.

5.05 Car washing is prohibited in fire lanes and no parking zones.

5.06 Vehicle repairs are not permitted, except to check fluid levels, charge or change a battery, or change a tire.

5.07 The speed limit in the Property is 15 MPH. Excessive speed may be cited as reckless operation which endangers the safety of Residents.

5.08 No motorized vehicles shall be operated within the Property for recreational purposes.

5.09 Guest parking areas are not intended for use of storing vehicles, for example, boats, trailers, camping units or personal recreational vehicles. Construction trailers may be parked in guest parking during the remodeling of a unit.

5.10 All residential vehicles must be registered with management.

5.11 Un-motorized vehicles may be ridden on the streets or driveways for recreational purposes. Wheelchairs, manual or motorized, are permitted anywhere.

5.12 Driving any vehicle, including motorcycles, motorbikes, motor scooters, skateboards, or bicycles on the sidewalks, grass, in the shrubs, and flower beds is not permitted.

5.13 No vehicle shall at any time be allowed to store commercial equipment/material, lumber, ladders, power washers, spray rigs, etc.

5.14 Any vehicle in violation of these Rules may also be stickered, towed, as per the Texas Towing and Booting Act, or otherwise removed from the Property at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these additional remedies for Rules violations.

6.00 TRASH DISPOSAL

6.01 Residents shall not litter on the Common Elements, shall endeavor to keep the condominium property clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.

6.02 Residents may not store trash inside or outside a Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, residents shall ensure that the debris is thoroughly cold.

6.03 Residents should place trash entirely within a dumpster, and should not place trash outside, next to, or on top of a dumpster. If a dumpster is full, Residents should locate another dumpster or wait until space is available. Boxes and large objects should be crushed or broken down. Residents shall arrange privately for removal of discarded furnishings (furniture, appliances, mattresses, construction debris, etc.) or any unusually large volume of debris.

6.04 Trash shall be enclosed and sealed in durable plastic garbage bags. No paper bags or boxes are allowed for trash disposal. Trash shall be put out the morning, currently Monday and Thursday, of trash pickup no earlier than 5:30 AM. Placing trash outside a Unit the night before trash is scheduled to be picked up is not permitted. Recyclables must be in translucent plastic bags.

6.05 Trash may not be stored on a patio/balcony or front porch at any time.

7.00 ASSOCIATION AND OWNER RESPONSIBILITIES

OBLIGATIONS OF OWNERS AND RESIDENTS

7.01 Within thirty days of acquiring ownership in a Unit, the following information must be provided to Trophy Club's on-site Manager:

- (1) The Unit Owner's mailing address, email address, telephone number, and driver's license number, if any,
- (2) the name and address of the holder of any lien against the Unit, and any loan number,
- (3) the name, email address, and telephone number of any person occupying the Unit other than the Unit Owner, and
- (4) the name, address, email address and telephone number of any person managing the Unit as an agent of the Unit Owner.
- (5) Vehicle information per Rule 5.10 and pet information per Rule 4.07.

7.02 Each Owner is responsible for any loss or damage to his Unit, other Units, the personal property of other Residents or their Guests, or to the Common Elements and improvements, if such loss or damage is caused by the Owner or by any person for whom the Owner is responsible.

7.03 Water beds are forbidden in any Unit.

7.04 Each Resident is solely responsible for his own safety and for the safety, well-being and supervision of his guests and any person on the Condominium property to whom the resident has a duty of care, control, or custody.

7.05 The Common Element shall be used only for access, ingress to and egress from the respective Units. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. Personal items shall not be stored or left in the Common Elements.

7.06 Each Resident is solely responsible for insuring his personal property. Trophy Club is not responsible for the loss of personal property and the Board urges Owners/Residents to insure personal belongings.

7.07 Items found on the Common Elements are deemed abandoned after five (5) days.

7.08 No Resident shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance (Association or Personal) on any Unit, or any part of the Common Elements, or which may be in violation of any law.

7.09 A Resident shall not store or maintain, anywhere on the Condominium Property (including within a Unit), explosives or materials capable of spontaneous combustion.

7.10 A Resident shall immediately report to Management his discovery of any leak, break, or malfunction in any portion of his Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.

7.11 Each Resident shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his Unit.

7.12 Residents shall not adjust or modify sprinklers.

OWNER RESPONSIBILITY FOR INTERIOR OF UNIT

7.13 Owners are responsible for maintenance and repair of: paint, texture, wall covering, floor covering, ceramic tile, appliances, plumbing fixtures and water supply lines to the ell or tee on the water supply line in the wall or floor cavity, plumbing drains to common sewer lines that may become stopped up (i.e. including, but not limited to: toilets, sinks, bath tub, shower, garbage disposal, etc.), dryer vents that become stopped up, air and heat unit duct and duct systems, all electrical from the Unit breaker box to the Unit, damage by the Owner or Contractor employed by Owner/Tenant to plumbing, electrical in the structure, electrical fixtures, plugs, switches, and wires, damage to the structure by Owner or Contractor hired by the Owner/Tenant, damage to the Unit by Owner/Tenant or Guest, windows, screens, and glass, winterizing Unit if the Unit is going to be empty during periods of time when the temperature drops below sixty degrees Fahrenheit (60° F), interior flooding of Unit, heavy trash pickup (i.e. including but not limited to: Christmas trees, furniture, appliances, etc.), homeowners insurance.

7.14 Owners are responsible for any damage caused by their negligence during cold weather. Between November 1 and March 25 of any year, all Units must be heated to a minimum temperature of at least 60 degrees Fahrenheit (60° F). During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold.

7.15 Owners must maintain dryer vents so that accumulated lint does not become a fire hazard.

7.16 Owners/Residents are required to maintain working smoke detectors in each Unit.

OWNER RESPONSIBILITY FOR EXTERIOR OF UNIT

7.17 Owners are responsible for the maintenance and repair of: windows, front and back doors, approved patio fences, lights at front and back entrance, damage to the exterior of the building (car ports or Common Elements by Owner/Tenant/Guests), mail box lock and keys, TV cable to unit, landscaping installed by Owner (with Board approval), entrance doors, storm doors, solar screens, sun shades, window screens, and exterior lighting fixtures.

ITEMS ALLOWED ON PATIO/BALCONY

7.18 Each Resident shall keep his Unit and patio or balcony in a state of cleanliness, taking care that the cleaning of the patio or balcony does not annoy or inconvenience other residents. Owners of unsightly patios or balconies may be subject to corrective action at the Owners expense.

7.19 These items are allowed on Patios/Balconies: bicycles, patio furniture, hammock, glider, swing (free standing/shall not be attached to the building), barbecue grill, plants/plant stands/décor, wind

chimes, firewood (must be stacked twelve inches (12") to eighteen inches (18") away from siding/building), flags/windsocks, bird feeder, propane tank, outdoor landscape lighting.

7.20 Barbecue grills when not in use and visibly stored on the patio/balcony must be covered with a manufactured cover. Barbecue grills with open flames or charcoal are prohibited from use on patios and balconies and within ten feet (10') of a building.

ITEMS NOT ALLOWED ON PATIO/BALCONY

7.21 These items are not allowed on Patios/Balconies: furniture (other than patio), exercise equipment (when not in use), brooms/mops/cleaning equipment, trash/boxes, etc., mattresses, sleeping bags, ice chests, toys, balls, skates, roller blades, building materials, tools, work benches (when not in use), towels, clothes, swim wear, sheets, empty pots/saucers, dead plants, sporting equipment (i.e. including, but not limited to: fishing, golf, etc.), gardening tools/equipment, pet supplies/bowls/feed bags, etc., trampolines, clothes lines, appliances, and shelving. Any items that, in the opinion of the Board, detract from the visual attractiveness of the Common Elements/Limited Common Elements shall not be allowed.

ASSOCIATION RESPONSIBILITY

7.22 The Association is responsible for maintaining and repairing: sheetrock in Units (including taping, floating and sanding to a smooth finish), roof, exterior siding and storage room door due to weather rot, brick, foundation, perimeter fence and pool fence, gutters, electrical main breaker, building water cut-off (freeze protection and/or emergency), carports, towing, no parking signage, assigned space, exterior paint, garbage pickup, extermination for termites of exterior and interior of building, landscaping in/of the Common Elements, including trees, shrubs, grass and flowers, sprinkler systems, building insurance and liability in Common Elements, sewer, water supply and water supply lines in Common Elements, lighting in Common Elements, spa, sauna, tennis courts, swimming pools, clubhouse 1 and 2, streets, balconies, repair/replacement of water cut-off valve, and utility and electricity in the Common Elements. Trophy Club will only restore to original builder grade.

8.00 COMMUNITY

8.01 No Unit may be used in any way that may reasonably be considered annoying to occupants of neighboring Units, may reduce the desirability of the Condominium as a residential community, may endanger the health or safety of other Residents, or may violate any law or any provision of the Governing Documents.

8.02 A Resident shall avoid doing or permitting anything to be done that may endanger the life or property of a Resident or a Guest

8.03 Each Resident shall avoid doing or permitting anything that may unreasonably interfere with the television, radio, telephonic, or electronic reception in the Condominium.

8.04 Residents are entitled to the peaceful enjoyment of their Unit without regard to the time of day or night. Each resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. Items such as, but not limited to, musical instruments, radios, musical devices, horns, whistles or any noise, including loud or obnoxious behavior, barking dogs, car horns, vehicles with mufflers in need of repair, or vehicles that produce excessive noise, indicating a need of repair, that disturbs a Resident is not permitted.

8.05 Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

8.06 Group gatherings of Guests/Residents on patios, balconies, parking areas or Common Elements will not be permitted if the gathering disturbs nearby Residents inside their Units, at any time of the day or night.

8.07 No fireworks are permitted to be discharged within the Property boundaries.

8.08 The Association shall permit two community Garage Sales annually. These Garage Sales will be conducted at a Board approved site and any Resident who wishes to participate may do so. The date will be announced in advance and a committee person will be appointed by the Board. Estate Sales may be held with permission of the Board.

8.09 Commercial, Religious, Charitable, or Political soliciting from door to door or in the Common Elements is not permitted, with the exception of Trophy Club matters.

8.10 A disturbing the peace/disorderly conduct offense must be reported to law enforcement by the Resident affected by the offense. Subsequently, Management or a Board Member must be notified by telephone, email or letter for further action.

9.00 ARCHITECTURAL CONTROL

9.01 The Common Elements and the Limited Common Elements are Trophy Club Association property. They do not belong to any single Owner or Resident. Requests for use of the three-foot (3') maintenance area at the perimeter fence will be denied. Architectural Review, Common Element Adoption, and Common Element Modification forms are available in the Office and must be submitted for approval before any Unit modification or Common Element Adoption/Variance is done. Unit modifications must certify that no structural impact to the Building will occur. Any planting, alteration or special use, including Political Signs, not approved by the Board is subject to fines or other corrective actions. Maintenance of approved flowers/shrubs is the responsibility of the Owner/Resident.

9.02 Contractors hired by Owners to upgrade Unit interiors may park construction trailers, not to exceed sixteen feet (16') in length, on Trophy Club property. If the Contractor is not working on Saturday or Sunday, the construction trailer should be removed from the property.

9.03 No visible outdoor hanging or draping of clothes, bedding, rugs, furniture, or similar items on front porch, balcony/patio, fences, stair rails, or shrubbery is permitted. No burglar bars, air conditioning window units or window fans are permitted.

9.04 Visible front porch, patio and balcony landscaping and furniture shall be properly maintained at all times. No rubbish or garbage is permitted to be stored on the front porch, balcony or patio. Firewood may not be stored against siding and must be stored at least twelve inches (12") to eighteen inches (18") away from the building. Garden hoses must be stored on hose racks. Hoses left on or under shrubbery will be removed. Discarded flowerpots or containers are not permitted under shrubbery or around trees or on patios and balconies.

9.05 Holiday decorations must be removed within thirty (30) days after the holiday has passed.

9.06 No signs of any kind are permitted in or on the property, with the exception of legal political signs. Displaying trophies, posters, photographs, etc. in windows is prohibited.

9.07 No satellite dishes or antennas may be installed on the Common Elements without Board approval.

9.08 Cable wires must be neatly and securely installed on the front or back surface of the building. Wires should be neatly and securely installed along the base of a wall.

9.09 Requests for sun shade additions to patios or windows must be done via the Architectural Modification form and approved prior to installation. Patio fences or sunshades observed to be in disrepair will be removed by the Association.

9.10 Patio screen framing will be removable. A (4') four foot high Hardi Plank fence shall be built by Trophy Club at the Owners expense in front of the screen; both will be painted the color of the building.

9.11 Owners with older, non-Hardi Plank fences and gates will be responsible for the maintenance of them until the useful life of the fence is exhausted. Replacement fences or new fences will be built by Trophy Club at the Owners expense.

STORM DOORS, PATIO DOORS, WINDOWS

9.12 Storm doors, Patio Doors and Windows require an Architectural Review form available in the on-site office. The Board may require removal or replacement of a storm door that it determines to be objectionable. Patio doors may be replaced with French doors, with Board approval. Replacement windows are to completely fill the opening of the original windows. Openings are not to be made larger or smaller. Trim on the exterior shall be determined by the Board.

9.13 An Owner may install window treatments inside his Unit, at his sole expense, provided that any window treatment, including drapes, blinds, shades, or shutters, must be white, off-white, or a light solid color, when viewed from outside the Unit. No prints are allowed. Window coverings must be properly maintained at all times and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

10.00 ADMINISTRATION

10.01 Vehicles owned by the Association are to be used for Association business exclusively.

10.02 All maintenance requests shall be submitted to the Association's Manager (1) in person at the on-site management office; (2) in writing (includes e-mail); or (3) by telephone. Direct requests and/or verbal requests made to onsite maintenance personnel are not allowed.

10.03 Notices placed on the Association's public Bulletin Boards will be removed after thirty (30) days. Offensive material will be removed immediately.

10.04 An Owner who receives mail at any address other than the address of his Unit shall be responsible for maintaining his current mailing address with the Association. Notifications of change of name or change of address should be clearly marked as such and must be submitted to the Association in writing. All notices required to be sent to Owners by the governing documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.

11.00 ASSESSMENTS

11.01 All Owners/Residents will be provided copies of these Rules and Regulations. It is the Owners'/Residents' responsibility to observe the rules stated herein. Owners are responsible for the conduct of their Lessees with regard to the observance of these rules.

11.02 Assessments may include maintenance fees, damage charges, or special assessments for projects. Interest shall be added to any past due assessment as per the Declaration.

11.03 Maintenance fees are due and payable on the first day of each month, and, if not posted to the Owner's account by the 15th day of each month, they will be considered past due and a late fee imposed as per the Declaration.

11.04 A past due notice shall be mailed by the 20th day of the month for all past due accounts and water service will be terminated after the last day of the following month.

11.05 In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner/Resident, and the cost of maintenance or repair is not covered by the Owners insurance on the Unit, or the Common Elements, the cost of such maintenance or repairs, when paid by the Association, shall be added to and become a part of the assessment charged to the Unit.

11.06 Voting privileges, water service (as per 11.04), and use of amenities will be denied to Owners who have unpaid monthly assessments.

12.00 VIOLATIONS

12.01 Rule violations may be reported by Management, a Board Member, or written notice by a Resident. Anonymous complaints may or may not be considered.

12.02 A fine is the monetary penalty imposed for Rule violations. A fine, as designated in due process stated below, may be levied for any infraction of the Governing Documents.

12.03 Use of amenities will be denied to Residents who have unpaid Association fines.

12.04 A Unit Owner in violation of the Governing Documents will be sent a First Notice requesting an immediate correction of the Violation.

12.05 If the violation is not corrected immediately, the Unit Owner will be sent a second notice. The second notice will be sent within ten days of the first notice and will advise the Unit Owner that a fine may be imposed if the violation is not corrected. Subsequent notices will be sent periodically at not more than ten-day intervals. The notices will advise the Owner that at any time a payment plan may be available.

12.06 The Third Notice will impose a fine in the amount of \$50.00.

The Fourth Notice will impose a fine of \$100.00.

The Fifth Notice and each notice thereafter, if sent, will impose a fine of \$200.00.

12.07 If the violation is not corrected after processing the Fifth Notice, the issue will be discussed at a Board Meeting to determine the next steps.

12.08 If the violation is not corrected 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, empowering an attorney to file a lawsuit against the Owner.

12.09 Each violation will be tracked for twelve (12) months. If the same offense reoccurs within twelve (12) months, no opportunity will be given to correct the violation and a fine of \$100.00 will be imposed immediately. After twelve (12) months, the violation will be removed from the list of active violations.

12.10 All costs incurred by the Association in enforcing the Governing Documents will be charged to the Owner of the Unit from which the violation occurred.

Pursuant to that certain "Condominium Declaration for Trophy Club Condominium No. 1" filed in Volume 80, 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 Trophy Club (the "Property") and the Restrictive Covenants set forth therein. Pursuant to the Declaration and applicable law, the Association acting through its Board of Directors has the authority to adopt and amend Rules Regulating the Common Elements, Units and the Property. These Rules and Regulations have been adopted pursuant to such authority.

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Effective Date:

These Rules and Regulations of Trophy Club Condominium Association, Inc. shall become effective June 26, 2018.

CERTIFICATE:

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Rules and Regulations of Trophy Club Condominium Association, Inc., a Texas Non-Profit Corporation and Condominium Association, as adopted by the Board of Directors at a meeting on the 26th day of June, 20 18.

IN WITNESS WHEREOF, I hereunto set my hand this the 2nd day of July, 20 18.
Trophy Club Condominium Association, Inc.

By: Wayne Verrett
Secretary - Wayne Verrett

Rel Mail to
Trophy Club Condominium, Inc
14575 Wunderlich Dr
Houston, TX 77069

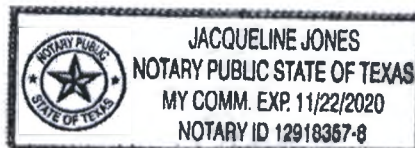
THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

Before me, the undersigned authority, on this 2nd day of July, 2018, personally appeared Wayne Verrett, Secretary of Trophy Club Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

Jacqueline Jones
Notary Public, The State of Texas



FILED FOR RECORD

10:21:37 AM

Monday, July 2, 2018

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Monday, July 2, 2018



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

4
Notice
2

AFFIDAVIT TO AUTHENTICATE

PRESIDENT'S CERTIFICATE OF TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS AMENDMENT

RP-2019-532754
12/03/2019 RP2 \$28.00

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Paula Pesce, Board President for the Trophy Club Condominium Association, Inc., known to me and who being by me duly sworn, upon oath, deposes and states:

“My name is Paula Pesce. I am above the age of eighteen years and am fully competent to make this Affidavit. I am an officer and the President of the Board of Directors for Trophy Club Condominium Association, Inc., a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein and am fully authorized to make this Affidavit on behalf of Trophy Club Condominium Association, Inc. (the “Association”).

In my capacity as an officer and the President for the Association, I am responsible for maintaining the Association’s business records and the statements below are within my personal knowledge true and correct.

I am a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of the Association for an employee, officer or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original. A list of these records is as follows:

1.) Amendment to Rules and Regulations

Respectfully submitted by Paula Pesce, Officer and President, on behalf of Trophy Club Condominium Association, Inc.

RECORD AND RETURN TO:

Trophy Club Condominium Association, Inc.

14515 Wunderlich Drive

Attn: Office

Houston, TX 77069

**PRESIDENT’S CERTIFICATE OF
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
(RULES AND REGULATIONS)**

The undersigned, being the duly elected, qualified, and acting President of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, as set forth and described in that certain “Condominium Declaration for Trophy Club Condominium No. 1” recorded in Volume 80, Page 1 in the Condominium Records of Harris County, Texas and any and all amendments thereto (said recorded document and all exhibits and amendments thereto being referred to as “Declaration”), does hereby certify that at a regular meeting of the Board of Directors of the Association held on NOVEMBER 19, 2019, with at least a majority of the Board of Directors being present, Rule 12.0 as set forth in that certain document entitled “Rules and Regulations”, recorded on July 2, 2018, under Harris County Clerk’s File No. RP-2018-295283, was amended. The amended Rule 12.0 defines monetary penalties imposed for Rule violations. The following is amended Rule 12.0 in its entirety:

Rule 12.00 VIOLATIONS

12.01. Rule violations may be reported by Management, a Board Member, or written notice by a resident. Anonymous complaints may or may not be considered.

12.02. A fine is the monetary penalty imposed for Rule violations. A fine, as designated pursuant to due process stated below, may be levied for any infraction of the Governing Documents.

12.03. Use of amenities will be denied to Residents who have unpaid Association fines.

12.04. A Unit Owner and the owner's tenant, if the unit is occupied by a tenant, shall be sent written notice of the violation(s) by its Property Manager. The notice shall 1) describe the violation 2) state a reasonable period of time within which the violation must be cured and avoid a fine or other enforcement action and 3) notify

the owner that a fine will be levied against the owner unless the violation is cured within the stated period of time. The owner of the unit shall be responsible for the fine notwithstanding that the violation was caused by a tenant or guest. The notice shall set forth the amount of the fine to be levied and how often the fine will be levied if the violation continues to exist. The owner has 30 days from the date of the notice to discuss the fine with the Property Manager and to request a hearing before the Board to contest the fine. If the owner was given notice and an opportunity to cure a similar violation within the preceding 12 months, the opportunity to cure the violation and avoid the fine need not be given. Once the fine is levied, the Association shall give written notice to the owner not later than the 30th day after the date of the levy.

12.05. The amount of the fine to be levied against an owner for the violation of a restriction or rule shall be \$100. If the violation is not corrected within 15 (fifteen) days of the assessment of the fine, another fine of \$100 will be assessed and notice of the fine sent to the owner. Once the fines reach \$500, the matter will be referred to the Board of Directors for further action, as set out in 12.07. Fines shall be collected in the same manner as assessments.

12.06. Owners shall be liable to the Association for fines due to violations of the restrictions and for all costs incurred by the Association to obtain compliance, including attorneys fees, costs, and expenses, whether or not suit is filed.

12.07. In addition to the foregoing, in the event the restrictions or the rules are violated, the Association may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law.

12.08. Each violation will be tracked for 12 months. If the same offense reoccurs within 12 months, no opportunity will be given to correct the violation and a fine of \$100 will be imposed immediately and notice given to the owner. After 12 months the violation will be removed from the list of active violations.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand in Harris County, Houston, Texas, this 25 day of November, 2019.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., a
Texas non-profit corporation

101
100

Paula Pesce

Paula Pesce, President

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 25 day of
November, 2019, by Paula Pesce
President of Trophy Club Condominium Association, Inc., a Texas non-profit
corporation, on behalf of said corporation.

[Signature]

Notary Public – State of Texas



RECORDED AND RETURN TO:

Trophy Club Condominium Association, Inc.

Attn: Leta Ivanoff - Manager

14515 Wunderlich Drive – Office

Houston, TX. 77069

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

FILED FOR RECORD

8:00:00 AM

Tuesday, December 3, 2019

Diane Gantman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, December 3, 2019



Diane Gantman

COUNTY CLERK
HARRIS COUNTY, TEXAS

3
NOTICE
K

AFFIDAVIT TO AUTHENTICATE

PRESIDENT'S CERTIFICATE OF TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS AMENDMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

RP-2019-184115
05/03/2019 RP1 \$24.00

BEFORE ME, the undersigned authority, on this day personally appeared Paula Pesce, Board President for the Trophy Club Condominium Association, Inc., known to me and who being by me duly sworn, upon oath, deposes and states:

“My name is Paula Pesce. I am above the age of eighteen years and am fully competent to make this Affidavit. I am an officer and the President of the Board of Directors for Trophy Club Condominium Association, Inc., a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein and am fully authorized to make this Affidavit on behalf of Trophy Club Condominium Association, Inc. (the “Association”).

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In my capacity as an officer and the President for the Association, I am responsible for maintaining the Association’s business records and the statements below are within my personal knowledge true and correct.

I am a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of the Association for an employee, officer or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original. A list of these records is as follows:

- 1.) Amendment to Rules and Regulations

Respectfully submitted by Paula Pesce, Officer and President, on behalf of Trophy Club Condominium Association, Inc.

RECORD AND RETURN TO: *///*

Trophy Club Condominium Association, Inc.

14515 Wunderlich Drive

Attn: Office

Houston, TX 77069

**PRESIDENT’S CERTIFICATE OF
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
(RULES AND REGULATIONS)**

The undersigned, being the duly elected, qualified, and acting President of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, as set forth and described in that certain “Condominium Declaration for Trophy Club Condominium No. 1” recorded in Volume 80, Page 1 in the Condominium Records of Harris County, Texas and any and all amendments thereto (said recorded document and all exhibits and amendments thereto being referred to as “Declaration”), does hereby certify that at a regular meeting of the Board of Directors of the Association held on DECEMBER 15, 2018, with at least a majority of the Board of Directors being present, Rule 6.04 as set forth in that certain document entitled “Rules and Regulations”, recorded on July 2, 2018, under Harris County Clerk’s File No. RP-2018-295283, was amended. The amended Rule 6.04 adds that trash may not be put out later than 8:30 a.m. The following is amended Rule 6.04 in its entirety:

6.04 Trash shall be enclosed and sealed in durable plastic garbage bags. No paper bags or boxes are allowed for trash disposal. Trash shall be put out the morning, currently Monday and Thursday, of trash pickup no earlier than 5:30 A.M. and no later than 8:30 A.M. Placing trash outside a Unit the night before trash is scheduled to be picked up is not permitted. Recyclables must be in translucent plastic bags.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand in Harris County, Houston, Texas, this 4 day of January, ²⁰¹⁹2018.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., a
Texas non-profit corporation

M

Paula Pesce

Paula Pesce, President

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 4 day of January, 2018, by Paula Margaret Pesce, President of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]

Notary Public – State of Texas

RECORDED AND RETURN TO:

Trophy Club Condominium Association, Inc.

Attn: Leta Ivanoff - Manager

14515 Wunderlich Drive – Office

Houston, TX. 77069

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

11:12:20 AM

Friday, May 3, 2019

Diane Trantman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Friday, May 3, 2019



Diane Trantman

COUNTY CLERK
HARRIS COUNTY, TEXAS

AFFIDAVIT TO AUTHENTICATE

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

(Amend Resolution Signed 10/21/2011 and Rescind Resolution Signed 09/28/2015)

RF-2019-271286
06/26/2019 RP2 \$24.00

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Cecile Ceylan, Board Secretary for the Trophy Club Condominium Association, Inc., known to me and who being by me duly sworn, upon oath, ^{lon} _{lusi} deposes and states:

“My name is Cecile Ceylan. I am above the age of eighteen years and am fully competent to make this Affidavit. I am an officer and the Secretary of the Board of Directors for Trophy Club Condominium Association, Inc., a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein and am fully authorized to make this Affidavit on behalf of Trophy Club Condominium Association, Inc. (the “Association”).

In my capacity as an officer and the Secretary for the Association, I am responsible for maintaining the Association’s business records and the statements below are within my personal knowledge true and correct.

I am a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of the Association for an employee, officer or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original. A list of these records is as follows:

- 1.) Resolution Adopted by Trophy Club Condominium Association, Inc., Board of Directors To Amend Resolution Signed 10/21/2011 and Rescind Resolution Signed 09/28/2015

Respectfully submitted by Cecile Ceylan, Officer and Secretary, on behalf of Trophy Club Condominium Association, Inc.

RECORD AND RETURN TO:

Trophy Club Condominium Association, Inc.

14515 Wunderlich Drive

Attn: Office

Houston, TX 77069

**RESOLUTION ADOPTED BY
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
BOARD OF DIRECTORS**

(Amend Resolution Signed 10/21/2011 and Rescind Resolution Signed 9/28/2015)

The undersigned Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation (the Association) does hereby certify that at a regular meeting of the Board of Directors of the Association held on April 16, 2019, with a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

Whereas, the Association is responsible for governance and maintenance of Trophy Club Condominium Association, Inc., as described in the "Condominium Declaration for Trophy Club Condominium No. 1", filed under County Clerk's File Number F739741, in Volume 80, Page 1, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"); and

Whereas the Declaration, Section 5.1, page 20, states that the failure to pay the monthly assessment by the fifteenth day of each month shall require the imposition and assessment of a late charge of \$5.00; and

Whereas the Declaration, pursuant to Section 8.1, has not been amended to change the late fee;

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of the Association, files of record this document affirming the late fee is \$5.00.

FURTHER, the Board of Directors of the Association hereby amends the Resolution Regarding Water Termination, signed October 21, 2011, and filed with the Harris County Clerk on October 28, 2011, by omitting on page 1 of 3 the language concerning the late fee; and

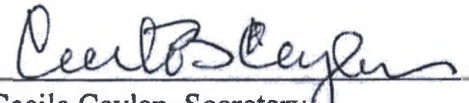
FURTHER, the Board of Directors of the Association rescinds the Resolution regarding late fees, signed on September 28, 2015, and filed with the Harris County Clerk on October 15, 2015; and

FURTHER, the document signed for Creative Management Company (CMC) on August 4, 2015, affirming the late fee is \$7.00 has no force or effect from this day forward, said document never having been filed with the Harris County Clerk; and

FURTHER, the Association will not reimburse any late fees that have been collected prior to April 16, 2019.

IN WITNESS HEREOF, the undersigned hereby sets his hand in Harris County, Houston, Texas, this 22nd day of May, 2019.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., A TEXAS non-profit corporation

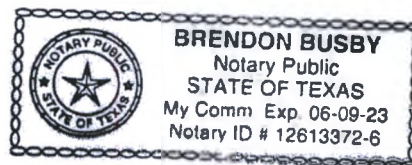

Cecile Ceylan, Secretary

STATE OF TEXAS

County of Harris

This instrument was acknowledged before me on the 22 day of May, 2019, by Cecile Ceylan, Secretary of Trophy Club Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public - State of Texas



Record and Return to:
Trophy Club Condominium Association, Inc.
Attention: Leta Ivanoff
14515 Wunderlich Dr. - Office
Houston, TX 77069

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

FILED FOR RECORD

8:00:00 AM

Wednesday, June 26, 2019

Diane Troutman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Wednesday, June 26, 2019



Diane Troutman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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Res
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AFFIDAVIT TO AUTHENTICATE

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

(Procedure for the Removal and Replacement of Officers)

RF-2019-333272
08/01/2019 RP1 \$24.00

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Cecile Ceylan, Board Secretary for the Trophy Club Condominium Association, Inc., known to me and who being by me duly sworn, upon oath, deposes and states:

“My name is Cecile Ceylan. I am above the age of eighteen years and am fully competent to make this Affidavit. I am an officer and the Secretary of the Board of Directors for Trophy Club Condominium Association, Inc., a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein and am fully authorized to make this Affidavit on behalf of Trophy Club Condominium Association, Inc. (the “Association”).

In my capacity as an officer and the Secretary for the Association, I am responsible for maintaining the Association’s business records and the statements below are within my personal knowledge true and correct.

I am a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of the Association for an employee, officer or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original. A list of these records is as follows:

1.) Resolution Regarding Procedure for the Removal and Replacement of Officers

Respectfully submitted by Cecile Ceylan, Officer and Secretary, on behalf of Trophy Club Condominium Association, Inc.

RECORD AND RETURN TO:

Trophy Club Condominium Association, Inc.

14515 Wunderlich Drive

Attn: Office

Houston, TX 77069

SECRETARY'S CERTIFICATE
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
A Texas Non-Profit Corporation

Resolution Regarding Procedure for the Removal and Replacement of Officers

The undersigned, being the duly elected, qualified and acting Secretary of Trophy Club Condominium Association, Inc. ("the Association"), a Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors at a duly called meeting held on JULY 16, 2019.

WHEREAS, the Board of Directors of the Association is responsible for governance and maintenance of Trophy Club Condominium Association, Inc., as described in the "Condominium Declaration for Trophy Club Condominium No. 1", filed under County Clerk's File Number F739741, Volume 80, Page 1, et seq. of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"); and

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

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

WHEREAS, there is a need for a policy with regard to the procedure for the removal and replacement of officers;

AND WHEREAS, the Board of Directors of Trophy Club Condominium Association, Inc., wish to make this policy a matter of record;

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

When removing and replacing officers, future Board of Directors will follow Article V.3, of the By-Laws of Trophy Club Condominium Association, Inc., to wit:

"Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose."

Further, when removing and replacing officers, future Board of Directors will **not** invoke Article IV.10, of the By-Laws of Trophy Club Condominium Association, Inc., "Waiver of Notice", to call a meeting for such purpose.

IN WITNESS WHEREOF, the undersigned hereby sets his hand in Harris County, Houston, Texas, this 17th day of July, 2019.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

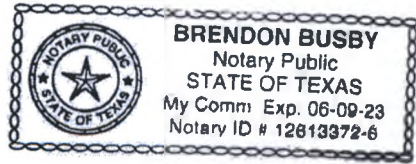
Cecile Ceylan
Cecile Ceylan, Secretary

for
Leta

STATE OF TEXAS
County of Harris

This instrument was acknowledged before me on the 17 day of July, 2019, by Cecile Ceylan, Secretary of Trophy Club Condominium Association, Inc.

[Signature]
Notary Public - State of Texas



Record and Return to: ✓✓
Trophy Club Condominium Association, Inc.
Attention: Leta Ivanoff
14515 Wunderlich Dr. - Office
Houston, TX 77069

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

FILED FOR RECORD

8:00:00 AM

Thursday, August 1, 2019

Diane Mautman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Thursday, August 1, 2019

Diane Mautman

COUNTY CLERK
HARRIS COUNTY, TEXAS



3
NOTICE
W

SECRETARY'S CERTIFICATE
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
A Texas Non-Profit Corporation

Resolution Regarding Common Area Gardens

The undersigned, being the duly elected, qualified and acting Secretary of Trophy Club Condominium Association, Inc. ("the Association"), a Texas non-profit corporation, and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on October 20, 2020.

WHEREAS, the Board of Directors of the Association is responsible for governance and maintenance of Trophy Club Condominium Association, Inc., as described in the "Condominium Declaration for Trophy Club Condominium No. 1", filed under County Clerk's File Number F739741, Volume 80, Page 1, et seq. of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"); and

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

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

WHEREAS, there is a need for a policy with regard to the practice of owners and residents planting in the common areas;

AND WHEREAS, the Board of Directors of Trophy Club Condominium Association, Inc., wish to make this policy a matter of record;

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

Because the Association's Declaration, By-Laws, and Rules and Regulations do not authorize the "adoption" or control of any common areas, also called common elements, by any resident or owner, for any purpose, including planting gardens, in the future such

requests will be denied by the Board of Directors, Agent of the Association and Property Manager.

IN WITNESS HEREOF, the undersigned hereby sets his hand in Harris County, Houston, Texas, this 22nd day of October, 2020.

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

Cecile Ceylan
Cecile Ceylan, Secretary

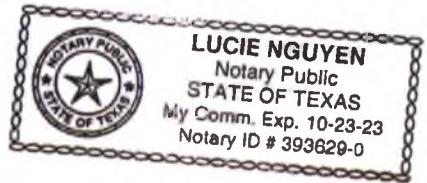
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STATE OF TEXAS
County of Harris

This instrument was acknowledged before me on the 20th day of October,

2020, by Cecile Ceylan, Secretary of Trophy Club Condominium Association, Inc.

Lucie Nguyen
Notary Public - State of Texas



Record and Return to:
Trophy Club Condominium Association, Inc.
Attention: Leta Ivanoff
14515 Wunderlich Dr. - Office
Houston, TX 77069

FILED FOR RECORD

8:00:00 AM

Monday, December 14, 2020



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Monday, December 14, 2020



COUNTY CLERK
HARRIS COUNTY, TEXAS

2
Notice
T

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
RECORDS RETENTION POLICY

STATE OF TEXAS

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RP-2021-626316
10/29/2021 RP2 \$22.00

COUNTY OF HARRIS

WHEREAS, The Trophy Club Condominium Association, Inc., (the "Association"), a Texas nonprofit corporation, is the governing entity for the Trophy Club Condominium and is governed by the Condominium Declaration for Trophy Club No. I, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. F739741, along with any amendments and supplements hereto (hereinafter the "Declaration"); and

WHEREAS this Records Retention Policy applies to the Trophy Club Condominium and the Association; and,

WHEREAS the Texas Property Code has been amended, as of 2021, to add a new section, Section 82.1141, which requires that condominium associations composed of eight or more units adopt and comply with a document retention policy; and

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in order to comply with Section 82.1141 of the Texas Property Code, the Association hereby adopts the following Records Retention Policy:

RECORDS RETENTION POLICY

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

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be disposed of.

CERTIFICATION

"I, the undersigned, being a Director of the Trophy Club Condominium Association, Inc., hereby certify that the foregoing was adopted by at least a majority of the Trophy Club Condominium Association Board of Directors, at an open Board meeting, properly noticed to the members, at which a quorum of the Board was present. 10R

By: Cecile B. Ceylan, director.

Print Name: Cecile B. Ceylan

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 30 day of September, 2021.

Return To: ✓
Trophy Club Condos
Assoc. Office
14515 Wunderlich Dr.
Houston, TX. 77069



Deborah K. Sutton
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.

FILED FOR RECORD

8:00:00 AM

Friday, October 29, 2021



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Friday, October 29, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS

2
Notice
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TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
RELIGIOUS DISPLAY POLICY

RP-2021-626317
10/29/2021 RP2 \$22.00

STATE OF TEXAS

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COUNTY OF HARRIS

WHEREAS, The Trophy Club Condominium Association, Inc., (the "Association"), a Texas nonprofit corporation, is the governing entity for the Trophy Club Condominium and is governed by the Condominium Declaration for Trophy Club No. I, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. F739741, along with any amendments and supplements hereto (hereinafter the "Declaration"); and

WHEREAS, this Religious Display Policy is applicable to the Trophy Club Condominium and the Association; and

WHEREAS, all terms used herein that are defined in Chapter 202 of the Texas Property Code shall have the meaning as defined in the statute; and

WHEREAS, Sections 202.018 of the Texas Property Code was amended to more specifically define the degree to which property owners within the Subdivision may maintain religious displays on their property; and

WHEREAS, to the extent this policy conflicts with any existing governing document or dedicatory instrument of the Association or Subdivision, this policy controls by virtue of such contrary provision being pre-empted by State law; and

WHEREAS, to the extent any existing governing document or dedicatory instrument does not conflict with this policy or Section 202.018 of the Texas Property Code, such provision remains in full force and effect, including requirements that application for and approval of improvements be obtained prior to installation; and,

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in view of the foregoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision and the Association the following policies, rules, and regulations:

Pursuant to Section 202.018 of the Texas Property Code, a property owner or resident may display or affix on the owner's or resident's property or dwelling, one or more religious items, subject to the following regulations:

1. No Owner may display or affix a religious item that:

FILED FOR RECORD

8:00:00 AM

Friday, October 29, 2021



COUNTY CLERK, HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS
COUNTY OF HARRIS

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Friday, October 29, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS

4
Notice
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**TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
BOOKS AND RECORDS PRODUCTION POLICY**

STATE OF TEXAS

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RP-2021-626318
10/29/2021 RP2 \$30.00

COUNTY OF HARRIS

WHEREAS, The Trophy Club Condominium Association, Inc., (the "Association"), a Texas nonprofit corporation, is the governing entity for the Trophy Club Condominium and is governed by the Condominium Declaration for Trophy Club No. I, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. F739741, along with any amendments and supplements hereto (hereinafter the "Declaration"); and

WHEREAS this Books and Records Production Policy applies to the Trophy Condominium and the Association; and,

WHEREAS the Texas Property Code has been amended, as of 2021, to add a new section, Section 82.1141, which requires that condominium associations make their books and records, including financial records, open to and reasonably available for examination by unit owners or their representatives; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, in order to comply with Section 82.1141 of the Texas Property Code, the Association hereby adopts the following Books and Records Production Policy:

BOOKS AND RECORDS PRODUCTION POLICY

- I. Copies of Association Books and Records will be available to all Owners upon their proper request and at their own expense. A proper request:**
 - a. is sent certified mail to the Association's address as reflected on its most recent management certificate; and,
 - b. is from an Owner, or, a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant; and,
 - c. contains sufficient detail to identify the Books and Records being requested; and,
 - d. contains an election either to inspect the books and records before obtaining copies, or, to have the Association forward copies of the requested books and records to the Owner.

II. Owners may request to inspect the Books and Records OR may request copies of specific Books and Records.

- a. If the Owner makes a request to *inspect* the Books and Records, then the Association will respond **within ten (10) business days** of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. The Association and the Owner shall arrange for a mutually agreeable time to conduct the inspection.
 - i. The Association shall provide the Owner with copies of specific documents requested during the inspection upon the Owner paying the Association the cost thereof.
- b. If the Owner makes a request for *copies of specific Books and Records*, the Association shall, within ten (10) business days of the Owner's request, send a response letter advising Owner of the date by which the requested copies will be available, and such date must be within fifteen (15) business days of the Association's response letter. Such response letter shall inform Owner of the cost Owner must pay before the requested copies will be provided.
 - i. Upon Owner paying the cost of producing the requested copies, the Association shall provide the requested copies to the Owner.

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

<u>COPIES:</u>	10 cents per page, for a regular 8.5" x 11" page; 50 cents per page, for pages 11" x 17" or greater; Actual cost, for specialty paper (color, photograph, map, etc.); \$1.00 for each CD or audio cassette and \$3.00 for each DVD.
<u>LABOR:</u>	\$15.00 per hour, actual time to locate, compile and reproduce the Books and Records (can only charge if request is greater than fifty (50) pages in length or as otherwise provided by law).
<u>OVERHEAD:</u>	20% of the total labor charge (can only charge if request is greater than fifty (50) pages in length or as otherwise provided by law).
<u>MATERIALS:</u>	Actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records.

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

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

[date]

Dear Homeowner:

On [date], the Trophy Club Condominium Association, Inc., received your request to inspect the books and records of the Association. The books and records of the Association can be made available for you to inspect on regular business days, between the hours of ____ a.m. and ____ p.m., at _____, Texas 77____.

Please contact _____ at ____-____-____ to arrange for a mutually agreeable time for you to come and inspect the books and records. If you desire copies of specific records 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.

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

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

[date]

Dear Homeowner:

On [date], the Trophy Club Condominium Association, Inc., 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 _____, Texas 77____.

Please note that if the actual cost to obtain the records is greater than the estimated amount, you will be invoiced for the excess cost, and payment will be due within 30 days of the date of the invoice. Further, if the actual cost to obtain the records is less than the estimated amount, you will receive a refund of the difference between your payment, and the actual cost, within 30 days of the date the Association produced the records.

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 thirty (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 any Owner, including restriction violations, delinquent assessments, financial information, and contact information.

CERTIFICATION

"I, the undersigned, being the president of the Trophy Club Condominium Association, Inc., hereby certify that the foregoing was adopted by at least a majority of the Trophy Club Condominium Association, Inc.'s Board of Directors, at an open Board meeting, properly noticed to the members, at which a quorum of the Board was present."

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By: Paula Pesce, President

Print Name: PAULA PESCE

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 30 day of September, 2021.



Deborah K. Sutton
Notary Public, State of Texas

Return Filed Document
To:
Trophy Club Condos
Assoc. Office
14515 Wunderlich Dr.
Houston; TX. 77069

RECORDER'S MEMORANDUM:
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COUNTY CLERK
HARRIS COUNTY, TEXAS