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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIO VISTA SUBDIVISION

STATE OF TEXAS |
COUNTY OF MONTGOMERY |

KNOW ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by Rio Vista Ltd., a Texas limited partnership, duly authorized to do business in the State of Texas, hereinafter referred to as "Developer" or "Declarant".

WITNESSETH:

Whereas, Developer is the owner of that certain tract of land known as "RIO VISTA SUBDIVISION" being a subdivision situated in the W. S. Taylor Survey, Abstract 552, Montgomery County, Texas according to the plat ("Plat") of said Rio Vista Subdivision recorded in the office of the County Clerk of Montgomery County, Texas on the 25TH day of October, 2007, after having been approved as provided by law and being recorded in Cabinet Z, Sheet(s) 963 thru 967 of the Map ~~Recorded in Montgomery County, Texas in record number 462-11-2163 in~~ "Subdivision", and

Whereas, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Rio Vista Subdivision, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the Association (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01. "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein including, without limitation, any property adjacent to or in proximity of the Property, or any Subsequent Section or Sections of Rio Vista.

Section 1.02 "Association" shall mean and refer to the Rio Vista Property Owners Association, and its successors and assigns.

Section 1.03 "Board or Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.04 "Building Line" shall mean and refer to the building lines as set out on each lot on the Plat of the Rio Vista Subdivision.

Section 1.05 "Developer" or "Declarant" shall mean and refer to Rio Vista, Ltd., a Texas limited partnership, and its successors and assigns.

Section 1.06 "Lot" shall mean and refer to any portion of the Property, whether developed or undeveloped, upon which a single family residence has been constructed or it is intended by the Declarant that a single family residence be constructed, excluding all reserve tracts, but including lots created by the platting or replatting of a reserve tract. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land within the jurisdiction of the Association planned for a single family residential development which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel unless or until a different number of Lots is platted.

Section 1.07 "Owner" shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (seller under a Contract for Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

Section 1.08 "Required Notice of Violation" shall mean shall mean and refer to all applicable provisions of the Texas Property Code, Chapter 209, Texas Residential Property Owners Protection Act, (the "ACT") as amended. The written notice Must: (1) describe the violation or property damage that is the basis of the suspension action, charge, or fine and state any amount due the Association from the Owner; and (2) inform the Owner that the Owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and (B) may request a hearing under Section 209.007 of the ACT on or before the 30th day after the date the Owner receives the notice.

ARTICLE II

Dedications and Easements

Section 2.01 Recorded Subdivision Map. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets, reserves and/or restricted reserves and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property, all dedications, restrictions and reservations created herein or shown on the Plat, replats, or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric power, telephone lines, gas lines, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across, and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide improved surface drainage of the

Reserves, Common Area and/or Lots. Any utility company serving the Subdivision and/or Developer shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance or their respective facilities. Such right shall include the right to remove all trees and shrubs within the easements and further the right to trim overhanging trees and shrubs located upon any Lot.

ARTICLE III

Use Restrictions

Section 3.01 Single Family Residential Construction. Each and every Lot in the Rio Vista Subdivision is hereby restricted to one (1) single family residence and related outbuildings and improvements, including guest houses, garages, servants quarters, or other outbuildings. All such construction shall be approved in writing by the Architectural Control Committee. Detached garages, work shops, out buildings and barns on any Lot shall be of good construction, kept in good repair, and are not used for residential purposes provided, however, all and any such outbuilding construction shall be constructed at the same time or after the completion of the one (1) single family residence. All single family dwelling units erected or placed on any Lot shall face the road or street adjacent to Lot as shown on the recorded Plat for such Lot and such dwelling shall be constructed solely behind the Building Lines as shown on each Lot.

(i) All dwellings, detached garages, work shops, out buildings, barns, fences and driveways must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The terms dwelling and/or main dwelling does not include single or double wide manufactured homes, mobile homes or trailers, or any old or used houses to be moved on the Lot and said manufactured, mobile homes, trailer, and used houses are not permitted within the Subdivision. All dwellings constructed on any Lot shall have at least 1600 square feet of living area, i.e. heated and cooled area, and shall exclude porches or any other exterior covered area. All dwellings and other structures shall be built with new construction materials. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date.

(ii) As used herein, the term residential purposes shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex homes, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes.

Section 3.02 Location of Improvements upon the Lot and Residential Foundation Requirements. All Lots shall have a front building setback line of either 50 feet or 100 feet as located on the Plat of the Subdivision. All Lots shall have side setback lines of 15 feet from each side of a Lot except the front. All dwellings are to be constructed beginning contiguous to but behind the front building setback line, within the side building setback lines. Any/All dwellings placed on a Lot must be equipped with an aerobic septic sewage disposal system meeting all applicable laws rules, standards and specifications as promulgated by Montgomery County. All aerobic septic sewage disposal systems must be completed prior to occupancy of a single family residence/dwelling. All residential building foundations shall consist of concrete slabs. The top or finished elevation of any residential building foundation must be either 18 inches above the natural grade of the Lot or 6 inches above the crown of the adjacent or nearest street to a Lot, whichever is the greater elevation.

Section 3.03 Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, may consolidate such Lots or portions into one building site, with the privilege of placing or constructing

improvements on such resulting site, in which case the side building set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such composite building site must have a frontage at the front building set-back line of not less than the minimum frontage of all Lots in the same block.

Section 3.04 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, work shop, outbuilding or barn shall be maintained at any time as a residence, either temporarily or permanently; provided, however, that developer reserves the exclusive right to erect, place maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots. selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.05 Water Supply. All residential dwellings in the Subdivision shall be equipped with and served by a fresh water system installed, operated and maintained in accordance with applicable governmental requirements. There shall be a minimum of a \$600.00 tap fee or such greater amount as may be established by the Association. No private wells shall be drilled, bored or any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Developer and/or the Association may drill wells for use in watering commons, filling ponds and furnishing water to subdivision features requiring water to operate and Owners may drill wells for use in filling of ponds, irrigation purposes, i.e. watering of grass or plants, however under no circumstances shall any private well, drilled by an Owner, be used to provide water to any residence. All residential dwelling must tie on and use the central water system provided.

Section 3.06 Sanitary Sewer. No outside, open or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision prior to occupancy must have an aerobic sewage disposal system installed to comply with the requirements of the appropriate governing authority.

Section 3.07 Walls and Fences. All walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall not be closer to front street property lines than the front building set-back line, except that decorative fencing may be installed between the street and the front building set-back line provided that same is approved prior to installation by the Architectural Control Committee. Any erection of any wall, fence or other improvements on any easement is prohibited. No electric barbed wire or temporary fences shall be allowed. All back fencing that is a privacy fence shall be at a height of at least 8 feet or if a cyclone fence at least 4 feet is height. There shall be no privacy fence between the front lot line and the building line constructed of either cyclone fencing or solid wood fencing.

Section 3.08 Driveways. All driveways shall be constructed of either concrete or asphalt and shall be complete at the time of completion of construction of the main single family residence. The plans and specifications, for the driveway, shall be part of the construction plans presented to the Architectural Control Committee prior to the commencement of any construction.

Section 3.09 Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which is or may become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to others. No exterior speakers, horns, whistles, bells or other sound devices, shall be permitted, other than security and fire devices used exclusively for security and fire protection. Without limitation, the discharge or use of firearms in expressly prohibited.

Section 3.10 Garbage and Trash Disposal. Garbage and trash or other refuse or debris of any kind (including building materials kept on any Lot after construction is completed), shall not be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or sanitary

containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.11 Junked Motor Vehicles Prohibited: Recreational and Commercial Vehicles. No Lot shall be used as a depository for abandoned or junked motor vehicles. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, machine, or device may be carried on, except within a completely enclosed structure which screen the sight and sound of the activity from the street and from other Lots. No boat, camper, trailer, tractor, truck, industrial or commercial vehicle (both cabs or trailers), towed trailer unit, motorcycle, motor home, mobile home, recreational vehicle, or any other vehicle the primary purpose of which is recreational sporting, or commercial use, shall be parked or stored in, on, or about any Lot or street within the Subdivision, nor shall any such vehicle be parked or stored between the front setback line and adjacent street even if such vehicle is concealed from view. All such vehicles shall be stored in a garage or other structure, which conceal the vehicle from view and is approved by the Architectural Control Committee. For purposes of this restriction, any 3/4 - ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck. No unlicensed go-cart, dirt bike, motorcycle, or recreational vehicle powered by an internal combustion engine may be operated on any roads, streets, rights-of-way or easements within the Subdivision.

Section 3.12 No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot, except (i) signs, advertisement, billboard or advertising structures used by Developer in advertising the Subdivision and/or Lots for sale within the Subdivision and (ii) one (1) sign not more than forty-eight inches (48") square used by a Builder to advertise the property and home for sale during the construction and sales phase. Developer or any member of the Architectural Control Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.13 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and two (2) horses per acre may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Provided, however, animals being raised for 4-H or FFA school sponsored programs will be permitted, except that no swine, pigs or hogs will be permitted under any circumstances or programs.

Section 3.14 Logging and Mineral Development. No commercial logging, oil drilling, oil exploration or development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. Further no Lot Owner is permitted to cut any trees on his/her Lot until Developer has been paid in full for such Lot.

Section 3.15 Drainage. Natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons. driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Driveway culverts must be approved by the Architectural Control Committee as to location and size prior to the installation or construction of any improvements.

Section 3.16 Above Ground Tanks. All above ground tanks, on any Lot, shall not be visible from the street adjacent and/or nearest the Lot.

ARTICLE IV

Architectural Control Committee

Section 4.01 Basic Control. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval from the Architectural Control Committee of the construction plans and specifications for the construction or alteration of such improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

Section 4.02 Architectural Control Committee. The authority to grant or withhold architectural control approval as referred to above is initially vested in the developer; provided however, the authority of the developer shall cease and terminate upon the formation of the Association and election of the Architectural Control Committee of the Association, in which event such authority shall be vested in and exercised by the Architectural Control Committee, hereinafter referred to as the "Committee". Approval or disapproval as the Architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval fails to approve or disapprove in writing plans and specification and plot plans received by it within thirty (30) days following submission, such plans and specifications and plot plans shall be deemed approved.

Section 4.03 Minimum Construction Standards. The Developer of the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum only. However, unless approved by the Architectural Control Committee all residential dwellings shall have an exterior consisting of at least 51% brick, stone or stucco. .

ARTICLE V

Rio Vista Property Owners Association

Section 5.0 Non - Profit Corporation. A non-profit corporation may be formed by the Developer at any time, but in no event shall such corporation be formed later than twelve months after developer has sold at least 90% of the Lots in Rio Vista Subdivision and/or 90% of the Lots in the current Subdivision or any Subsequent Section, Rio Vista Property Owners Association, a non-profit corporation, will be organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association. The Association shall manage, operate, care for, maintain, and repair all Association properties and keep same in an attractive and desirable condition for the preservation, protection, and enhancement of the property value of the general health, safety, and welfare of the Members. The Association shall have the right to purchase, acquire common areas at Developer's cost and to mortgage same to secure said purchase or acquisition.

Section 5.02 Membership. The Association shall have two classes of membership, Class "A" and Class "B" as follows:

(i) Class "A" Class "A" Members shall be all Owners with the exception of the Class "B" Member. Class "A" Members shall be entitled to one (1) vote for each Lot of which they are the Owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance on an obligation. No Owner shall have more than one vote for each Lot owned by such Member, regardless of which Section or Sections a Lot or Lots is located. Membership in the Association, by an Owner, shall be appurtenant to and may not be separated from the ownership of Lots.

(ii) Class "B" The Class "B" Member shall be the Declarant which shall have five (5) votes for each Lot it owns in the Rio Vista Subdivision. The Class "B" Member shall be entitled to appoint and remove the members of the Board of Directors during the Class "B" Control Period. The Class "B" membership for each Lot shall cease and be converted to Class "A" membership upon the sale by Declarant of ninety (90) percent of the Lots comprising the Rio Vista Subdivision. If additional land is annexed or added to the Subdivision the Class "B" membership status shall be reinstated to Declarant based upon the number of new Lots, if any contained in such additional land and the Lots remaining in the original developed land.

ARTICLE VI

MAINTENANCE FUND

Section 6.01 Maintenance Assessment. Each Owner of a lot by acceptance of a deed or contract for deed is deemed to covenant and agree to pay to the Developer or Association a Maintenance Assessment, payable monthly, quarterly or annually in advance. Until January 1, 2010, the Maximum Annual Maintenance Assessment, may be less than, but shall not exceed the sum of Four Hundred Twenty and No/100 (\$420.00) per year/annum, per Lot. From and after January 1, 2010 the maximum annual Maintenance Assessment may be increased each year (beginning with the year January 1, 2010, by a vote of the Board of Directors of the Association, by an amount not in excess of ten percent (10%) of the maximum annual Maintenance Assessment for the previous year. Notwithstanding the foregoing, Developer and all Lots owned by Developer, including Lots subsequently reacquired by Developer, shall be exempt for the Maintenance Assessment charged to Owners, delinquent Maintenance Assessments charge to prior Owners on any reacquired Lots, and any lien created thereby so long as Developer shall own such Lot, and if Developer reacquires any Lot, any existing Lien, Notice of Lien, Judgment, or Judgment lien for delinquent maintenance, interest, attorney's fees and/or court costs is automatically terminated and null and void at the time of such reacquisition by Developer, by whatever means such reacquisition occurs.

Section 6.02 Special Assessments. In addition to the regular annual maintenance assessment the Developer and or Board of Directors may levy a periodic Special Assessment in any year for the purpose, of providing adequate security services to the Subdivision, of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon a common area, including fixtures and personal property related thereto, provided, however, except as otherwise hereinafter provided, any such Special Assessment must have the written consent of the Class "B" Member, as long as such membership exists, and a per lot special Assessment in an amount greater than one hundred and ten percent (110%) of the most recent Maintenance Assessment per lot must be approved by a majority vote of the Class "A" members present in person or by proxy at a called meeting to the Members. The Board may permit Special assessment to be paid in installments extending beyond the fiscal year in which the Special assessment is imposed and may also amortize the costs to be paid with the Special assessments over a period of years and levy special assessments in each of such years to pay a portion of such costs.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Assessment, a vendor's lien for the benefit of the Developer or Association, shall be and is hereby reserved in the deed from Developer to purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer or Association. In addition to the right of the Association to enforce the Maintenance Assessment, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a Notice of Lien.

Section 6.04 Liens Subordinate to Mortgages. The liens described in the declaration and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, or other bona fide, third party lender, including Developer, including any renewal, extension, rearrangement or refinancing thereof.

Section 6.05 Purpose of the Maintenance Assessment. The Maintenance Assessment (sometimes called the "Maintenance Fund") may be expended by the Developer or the Association for any purposes which, in the judgment of the developer or Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement, purchase, acquisition, and maintenance of Common Areas, subdivision amenities, and or the cost of security services relative to the Subdivision.

Section 6.06 Handling of Maintenance Assessment. The collection and management of the Maintenance Assessment, shall be performed by the Developer until the control is passed to the Association, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and upon transfer, the Association, shall maintain separate special accounts for the Maintenance Fund.

ARTICLE VII

General Provisions

Section 7.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than one-half (1/2) of the then Owners, in Rio Vista Subdivision (including the Developer) of the Lots has been recorded agreeing to amend or change, in whole or in part, this declaration.

Section 7.02 Amendments This declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than one-half (1/2) of the votes of all of the Owners, in Rio Vista Subdivision. If the declaration is amended by a written instrument signed by those Owners entitled to cast not less than one-half (1/2) of all of the votes of the Owners, such amendment must be approved by said Owners within three hundred sixty-five days (365) of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner.

Section 7.03 Severability. Each of the provisions of this declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 7.04 Liberal Interpretation. The provisions of this declaration shall be liberally construed as a whole to effectuate the purpose of this declaration.

Section 7.05 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 7.06 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights or the mortgagee under any such deed of trust; and any such mortgage, lien, or deed of trust may nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 7.07 Effect on Annexable Area. The provisions of this declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of this Declaration by a separate instrument executed solely by Developer or its successors and assigns and any lienholders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 7.08 Developer's Rights and Prerogatives. Prior to a transfer date, the Developer may file a statement in the Real Property records of Montgomery County, Texas, which expressly provided for the developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by developer or (ii) assignment to any third party one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by developer.

Section 7.09 Electric Utility Service. Prior to beginning any construction on a lot, each Owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location of said lot. Further, each lot Owner may expect to pay a charge for connection to such electric utility service, and the Owner is obligated to contact an Electric Utility Company to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility services furnished to Owner's lot.

IN WITNESS WHEREOF, the undersigned, being the developer herein, has hereunto set it hand as of this the 29th day of October, 2007.

Rio Vista, Ltd., a Texas limited partnership, acting by and through its General Partner, Eighteen Investments, Inc., a Texas corporation

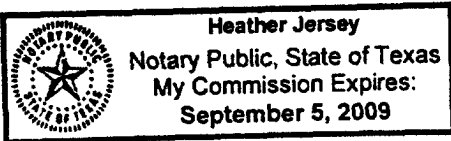
By: 

Dennis J. Wilkerson, President

State of Texas |

County of Harris |

This instrument was acknowledged before me on the 29 day of October, 2007, by Dennis J. Wilkerson, President of Eighteen Investments, Inc., a Texas corporation, as General Partner for Rio Vista, Ltd., a Texas limited partnership.



Heather Jersey
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify 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 at Montgomery County, Texas.

OCT 29 2007



Mark Turnbull
County Clerk
Montgomery County, Texas

FILED FOR RECORD

2007 OCT 29 PM 2:58

Mark Turnbull
COUNTY CLERK
MONTGOMERY 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 black-outs, additions and changes were present at the time the instrument was filed and recorded.

**BYLAWS OF
RIO VISTA PROPERTY OWNERS ASSOCIATION
A NONPROFIT CORPORATION
AMENDED 2/7/2014**

ARTICLE I

NAME AND LOCATION

The name of the corporation is RIO VISTA PROPERTY OWNERS ASSOCIATION. The principal office of the corporation will be located 22812 FM 1314, ✓ Porter, Texas 77365; but, meetings of members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. “Association” means and refers to RIO VISTA PROPERTY OWNERS ASSOCIATION, its successors and assigns.

Section 2. “Common Area” means all real property owned by the association for the common use and enjoyment of the owners.

Section 3. “Declarant” means and refers to RIO VISTA, LTD., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. “Declarations” means and refers to the declaration of covenants, conditions, and restrictions applicable to the subdivision and recorded on October 29, 2007 in the office of the County Clerk of Montgomery County, Texas under File 2007-124644.

Section 5. “Lot” means and refers to any plot of land shown on the recorded subdivision plat with the exception of the common area.

Section 6. “Member” means and refers to those persons entitled to membership in the association as provided in the declaration.

Section 7. “Owner” means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 8. "Subdivision" means and refers to that certain tract of real property described in the declaration, and such additions to that tract as may be brought within the jurisdiction of the association pursuant to the provisions of the declaration.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting will be held by the Declarant only in February, 2009. Subsequent annual meeting of members will be held on the same day of the same month of each year thereafter at such place as designated by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meeting of members may be called at any time by the president or by the Board of Directors.

Section 3. Notice of Meetings. Written notice of each meeting of members will be given by, or at the direction of, the secretary or other person authorized to call the meeting, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally, by mail, electronic transmission or notice posted at the entrance of the subdivision. The notice will specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a vote will constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies will be in writing and filed with the secretary. Proxies will be revocable, and the proxy of any owner will automatically terminate on conveyance by such owner or his or her lot.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the association will be managed by a board of three (3) directors, who need not to be members of the association.

Section 2. Nomination. Nomination for election to the Board of Directors may be made from the floor at any annual meeting of members.

Section 3. Election. Election to the Board of Directors will be by secret ballot and/or visual hand count. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes will be elected.

Section 4. Meetings.

a. Regular Meetings. Regular meetings of the Board of Directors will be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting will be held at the same time on the next following day which is not a legal holiday.

b. Special Meetings. Special meeting of the Board of Directors will be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

c. Quorum. A majority of the directors will constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at duly held meeting in which a quorum is present will constitute the act or decision of the board.

Section 5. Powers. The Board of Directors will have power to;

a. Adopt and publish rules and regulations governing the use of the common areas and facilities, including the personal conduct of the members and their guest in using them; and to establish penalties for infractions of such rules and regulations;

b. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;

c. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from two (2) consecutive regular meetings of the Board of Directors; and

d. Employ a manager, independent contractors and such other employees as they deem necessary, and to prescribe their duties.

- e. Officers and Directors of Rio Vista Property Owners Association cannot adopt, amend, or change any of the sections of the Declaration of Covenants and Restrictions of the Rio Vista Subdivision Recorded in Montgomery County under File Number 462-11-2168 without a vote of 65% of all registered property owners.

Section 6. Duties. It will be the duty of the Board of Directors to:

- a. Cause to be kept a complete record all its acts and corporate affairs and to present a statement of such acts and affairs to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by a majority of the Class A members entitled to vote at the meeting;
- b. Supervise all offers, agents, and employees of the Association and see to it that their duties are properly performed;
- c. As more fully provided in the Declaration , to:
 - (1) Fix the amount of the annual assessment again each lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within ninety (90) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- d. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment.
- e. Cause the common area to be maintained.

Section 7. Term of Office. One (1) year or until his/her successor shall have been elected or qualified.

Section 8. Compensation. No Director will receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 9. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members present at the special meeting of the Association. In the event of death, resignation, or removal of a Director, his or her successor will be selected by the remaining members of the Board and will serve for the unexpired term of his or her predecessor.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of the Association will be a President, Vice President, Secretary, Treasurer and such officers as the Board may from time to time resolution create.

Section 2. Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. Term. The officers of the Association will be elect by the Board. Each will hold office for a term of one (1) year unless he or she will sooner resign, or will be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the

notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy will serve for the unexpired term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person will simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- a. President. The President will preside at all meeting of the Board of Directors, will see that orders and resolutions of the Board are carried out, will sign all leases, mortgages, deeds, and other instruments, and will sign all checks and promissory note. A co-signer may required as directed by the Board of Directors.
- b. Vice President. The Vice President will act in the place of the President in the event of his or her absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required of him or her by the Board.
- c. Secretary. The secretary will record the votes and keep the Minutes of all meetings and proceeding of the Board and of the member keep corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of members, keep appropriate current records showing the members of the Association together with their addresses, and perform such other duties as may be required by the Board or by law.
- d. Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all funds of the Association, and will disburse such funds as directed by resolution of the Board of Directors; will keep proper books of account; and will prepare an annual budget and statement of income and expenditures, a copy of which documents will be delivered to each member, and report on which will be given at the regular annual meeting of members.

ARTICLE VI

ARCHITECTUARAL CONTROL COMMITTEE

Architectural control committee (ACC) will approve all house plans meeting the minimum requirement by the Declaration of Covenants, Conditions and Restrictions of Rio Vista Subdivision.

The ACC from time to time may propose and put into effect rules and regulations pertaining to all common areas.

ARTICLE VII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his or her lot.

Section 1. Special Assessments. Special Assessment” means an assessment, a charge, a fee or dues, other than a regular assessment, that each owner of a lot or property located in a residential subdivision is required to pay to the property owner’s association, according to procedures required by the dedicatory instruments, for: (i) defraying, in whole or in part, the cost, whether incurred before or after assessment, or any construction or reconstruction, unexpected repair, or replacement of a capital improvement in common areas owned by the property owners’ association, including necessary fixtures and personal property related to the common areas, (ii) maintenance and improvement of common areas owned by the property owners’ association, or (iii) other purposes of the property owners’ association as stated in the certificate of formation or the dedicatory instrument for the residential subdivision. No special assessment will be levied without at least 65% of all qualified voters.

ARTICLE VIII

VIOLATIONS

“Required Notice of Violation” shall mean and refer to all applicable provisions of the Texas Property Code, Chapter 209, Texas Residential Property Owners Protection Act, (the “ACT) as amended. The written notice Must: (1) describe the violation or property damage that is the basis of the suspension action, charge, or fine and state any amount due the Association from the Owner; and (2) inform the Owner that the Owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and (B) may request a hearing under Section 209.007 of the ACT on or before the 30th day after the date the owner receives the notice.

Section 1. In the event that a violation cannot be settled or cured then a fine may be established by the board of directors as posted on the website under fines.

ARTICLE VIII

AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of members, by a vote of 65% of all qualified members.

ARTICLE IX

CONFLICTS WITH ARTICLES OF INCORPORATION OR DECLARATION OF COVENANTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control. In the case of any conflict between Declaration and these Bylaws, the Declaration will control.

ARTICLE X

FISCAL YEAR

The fiscal year of the Association will be the calendar year.

ARTICLE XI

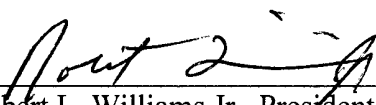
BOOKS AND RECORDS; INSPECTION

The books, records, papers of the Association will be subject to inspection by any member during ordinary business hours. The declaration, Articles of Incorporation, and Bylaws of the Association will be available for inspection by any member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

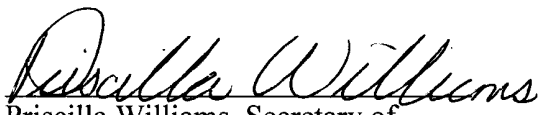
ARTICLE XII

CORPORATE SEAL

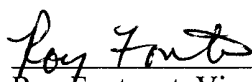
The Association will have a seal in circular form having within it circumference the words: Rio Vista Property Owners Association.



Robert L. Williams Jr., President of
Rio Vista Property Owners Association



Priscilla Williams, Secretary of
Rio Vista Property Owners Association



Roy Fontenot, Vice President of
Rio Vista Property Owners Association

The State of Texas }
 }
County of Montgomery }

BEFORE ME, the undersigned authority, on this day personally appeared **Robert L. Williams Jr.**, President of **Rio Vista Property Owners 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 for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this February 7, 2014



Rosanna Zuniga

Notary Public in and for the
State of Texas

The State of Texas }
 }
County of Montgomery }

BEFORE ME, the undersigned authority, on this day personally Roy Fontenot., Vice President of **Rio Vista Property Owners 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 for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this February 7, 2014



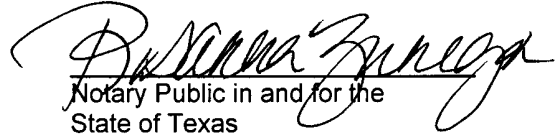
Rosanna Zuniga

Notary Public in and for the
State of Texas

The State of Texas }
 }
County of Montgomery }

BEFORE ME, the undersigned authority, on this day personally Priscilla Williams, Secretary of **Rio Vista Property Owners 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 for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this February 7, 2014


Notary Public in and for the
State of Texas



FILED FOR RECORD

02/18/2014 1:17PM

Mark Jumball

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify 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 Montgomery County, Texas.

02/18/2014



Mark Jumball

County Clerk
Montgomery County, Texas

NOTICE OF DEDICATORY INSTRUMENTS
for
RIO VISTA PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The undersigned, being the authorized representative of Rio Vista Property Owners Association ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Rio Vista, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheets 963-967 of the Map Records of Montgomery County, Texas and all amendments to or replats of said maps or plats, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) Declaration of Covenants, Conditions and Restrictions of Rio Vista Subdivision.

 - b. Recording Information:
 - (1) Montgomery County Clerk's File No. 2007-124644.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Montgomery County, Texas:
 - a. Document:
 - (1) Bylaws of Rio Vista Property Owners Association.

 - b. Recording Information:
 - (1) Montgomery County Clerk's File No. 201401402.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:
- a. Records Retention Policy for Rio Vista Property Owners Association.
 - b. Payment Plan Policy for Rio Vista Property Owners Association.
 - c. Open Records Policy for Rio Vista Property Owners Association.

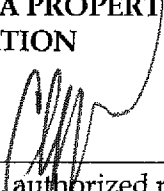
True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Montgomery County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 10th day of August, 2018.

**RIO VISTA PROPERTY OWNERS
ASSOCIATION**

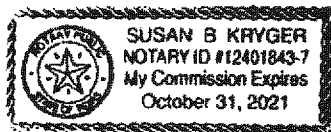
By:

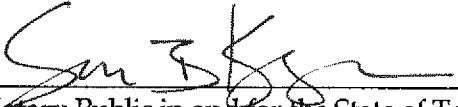


Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 10th day of August, 2018 personally appeared Cliff Davis, authorized representative of Rio Vista Property Owners 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 for the purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

RECORDS RETENTION POLICY
for
RIO VISTA PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

I, Mary Daresh, Secretary of Rio Vista Property Owners Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9 day of August, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form. To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

1. Retention Periods.

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any	Five (5) years

dedicatory instrument of the Association) of current owners	
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years

r) Legal opinions issued by counsel for the Association	Permanently
s) Suit files	Seven (7) years after the date the suit is resolved

2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents will be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents will be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

TO CERTIFY which witness my hand this the 9th day of August, 2018.

RIO VISTA PROPERTY OWNERS ASSOCIATION

By: Mary Daresh

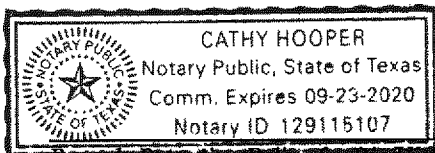
Printed: Mary Daresh

Its: Secretary

THE STATE OF TEXAS §
 COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 9th day of August 2018 personally appeared Mary Daresh, Secretary of Rio Vista Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Cathy Hooper
 Notary Public in and for the State of Texas



PAYMENT PLAN POLICY
for
RIO VISTA PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Mary Daresh, Secretary of Rio Vista Property Owners Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9th day of August, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association will be a minimum of three (3) months and a maximum of twelve (12) months. The Association will determine the appropriate term for a payment plan considering the amount owed and the term requested by the Owner, subject to the minimum and maximum terms.
3. **Payment Plan Agreement.** The Owner is obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which

payments are to be mailed or delivered. A payment plan is not effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan will not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$30.00 for the preparation of a Payment Plan Agreement and \$10.00 for receiving, documenting and processing each payment. During the term of the payment plan, interest at the rate provided in the Declaration will continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** Per Section 209.0062(c) of the Texas Property Code, the Association is not required to: (a) enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan; (b) make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) of the Texas Property Code has been sent to the Owner and the period in that notice has expired; or (c) allow an Owner to enter into a payment plan more than once in any twelve (12) month period.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

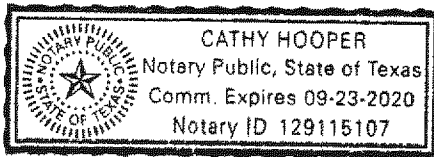
TO CERTIFY which witness my hand this the 9th day of August, 2018.

RIO VISTA PROPERTY OWNERS ASSOCIATION

By: Mary Daresh
Printed: Mary Daresh
Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 9th day of August 2018 personally appeared Mary Daresh, Secretary of Rio Vista Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Cathy Hooper
Notary Public in and for the State of Texas

OPEN RECORDS POLICY
for
RIO VISTA PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Mary Daresh, Secretary of Rio Vista Property Owners Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9th day of August, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
 - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. describe with sufficient detail the books and records of the Association that are requested; and
 - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association will send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice must be sent on or before the tenth (10th) business day after the date the Association receives

the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

11. Books and Records Not Required to be Produced.

- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
- a. identify the history of violations of dedicatory instruments of an individual Owner;
 - b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
 - c. disclose an Owner's contact information, other than the Owner's address; or
 - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.
- 11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. Business Day. As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

TO CERTIFY which witness my hand this the 9th day of August, 2018.

RIO VISTA PROPERTY OWNERS ASSOCIATION

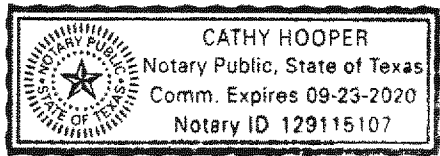
By: Mary Darash

Printed: Mary Darash

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 9th day of August, 2018 personally appeared Mary Daresh, Secretary of Rio Vista Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Cathy Hooper
Notary Public in and for the State of Texas

E-FILED FOR RECORD

08/10/2018 12:07PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

08/10/2018



County Clerk
Montgomery County, Texas

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
RIO VISTA PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The undersigned, being the authorized representative of Rio Vista Property Owners Association (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instrument entitled "Notice of Dedicatory Instruments for Rio Vista Property Owners Association" recorded in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2018077582 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.


- **Governing Documents Enforcement and Fine Policy for Rio Vista Owners Association.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Montgomery County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 8th day of July, 2020.

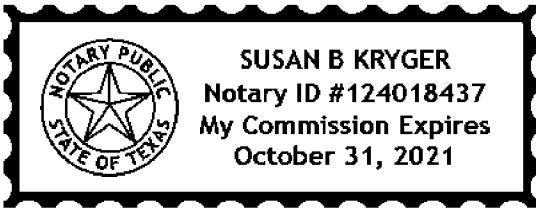
RIO VISTA PROPERTY OWNERS ASSOCIATION

By: 

Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of July, 2020 personally appeared Eric B. Tonsul, authorized representative of Rio Vista Property Owners 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 for the purpose and in the capacity therein expressed.



A handwritten signature in black ink, appearing to read "Susan B Kryger", written over a horizontal line.

Notary Public in and for the State of Texas

GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
RIO VISTA OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Larry J. Mushinski Jr President of Rio Vista Owners Association (the "Association"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 29 day of June, 2020, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy (the "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article VIII, Section 1 of the Association's Bylaws grants to the Association the right to levy a fine against an Owner for a violation of the Governing Documents upon giving notice to the Owner.
2. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
3. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the Certificate of Formation, Bylaws, guidelines and rules and regulations of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration.

WITNESSETH:

It is the policy of the Association to enforce its governing documents as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Association** - Rio Vista Owners Association
- 1.2. **Board or Board of Directors** - The Board of Directors of the Association.
- 1.3. **Declaration** - The Declaration of Covenants, Conditions and Restrictions of Rio Vista Subdivision recorded in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2007-124644, and any amendments thereto.

- 1.4. **Governing Documents** - The Declaration, the Certificate of Formation and Bylaws of the Association, all guidelines applicable to the Subdivision, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Montgomery County, Texas.
- 1.5 **Lot** - Shall mean and refer to any portion of the Property, whether developed or undeveloped, upon which a single family residence has been constructed or it is intended by the Declarant that a single family residence be constructed, excluding all reserve tracts, but including lots created by the platting or replatting of a reserve tract.
- 1.6 **Subdivision** - Rio Vista Subdivision being a subdivision situated in the W. S. Taylor Survey, Abstract 552, Montgomery County, Texas according to the plat of said Rio Vista Subdivision recorded in the office of the County Clerk of Montgomery County, Texas on the 25th day of October, 2007, after having been approved as provided by law, and being recorded in Cabinet Z, Sheet(s) 963 thru 967 of the Map Records of Montgomery County, Texas), and any other land duly annexed and subjected to the provisions of the Declaration and the jurisdiction of the Association.

Other capitalized terms used in this Policy have the same meanings as that ascribed to them in the Declaration.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** - By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** - A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and

- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety, or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable, or a threat to public health or safety, the Board has the authority to make the determination and; therefore, to decide which enforcement procedure will be followed. Provided that, this Policy shall not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved, or the effort required to cure the violation. The Board of Directors may, but shall not be obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** – Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand

letter shall be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. Content of the Demand Letter - The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the suspension, charge or fine;
- c. a specific date, which must be a reasonable period, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

3.5. Hearing Requested - If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. Hearing Not Requested - If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of right to use Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. Remedies - The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.

Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter shall be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing shall be held not later than the thirtieth 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the tenth 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** – Regardless of whether the Owner chooses to request a hearing, fines, suspension of right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or similar violation. The Association may impose fines or suspend the Owner's right to use Common Area without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose monetary fines against an Owner as a result of a violation pursuant to the Schedule of Fines attached hereto under **Exhibit "A"**. Any fines imposed against an Owner shall be the personal obligation of the Owner. The Board of Directors of the Association may adopt and modify from time to time a schedule of fines for various types of violations.

I hereby certify that I am the duly elected and acting President of the Association and that the foregoing Governing Documents Enforcement and Fine Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

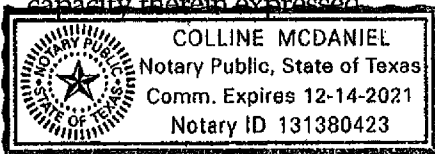
TO CERTIFY which witness my hand this 29 day of June, 2020.

RIO VISTA OWNERS ASSOCIATION

By: [Signature]
Print Name: Larry J. Mushynski Jr President

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this 8th day of July, 2020 personally appeared Larry J. Mushynski Jr, President of Rio Vista Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



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

EXHIBIT "A"

SCHEDULE OF FINES

Fines for violations of the Governing Documents are as follows:

Curable Violations. A courtesy notice will be sent to the Owner of the initial violation of the Governing Documents. A fine will then be imposed against an Owner for the same or substantially similar violation of the Governing Documents which shall be One Hundred Fifty and 00/100 Dollars (\$150.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Governing Documents occurs 31-60 days after the imposition of the initial fine, the amount of the fine will increase to Two Hundred Fifty and 00/100 Dollars (\$250.00) for each subsequent violation. If the same or a substantially similar violation of the Governing Documents occurs after 60 days after the imposition of the initial fine, the amount of the fine will increase to Three Hundred and Fifty and 00/100 Dollars (\$350.00) per month for each subsequent violation

Uncurable Violations and Violations which Pose a Threat to Public Health or Safety. The amount of the initial fine imposed against an Owner for a violation of the Governing Documents shall be One Hundred Fifty and 00/100 Dollars (\$150.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Governing Documents occurs after the imposition of the initial fine, the amount of the fine for the next violation shall be Two Hundred Fifty and 00/100 Dollars (\$250.00). If the same or a substantially similar violation of the Governing Documents occurs after the violation resulting in the fine of Two Hundred Fifty and 00/100 Dollars (\$250.00), a subsequent violation will result in a final fine in the amount of Three Hundred Fifty and 00/100 Dollars (\$350.00).

The Board of Directors of the Association may modify, from time to time, this Schedule of Fines.

Capitalized terms used in this instrument have the same meanings as that ascribed to them in the Governing Documents Enforcement and Fine Policy.

E-FILED FOR RECORD

07/08/2020 05:20PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

07/08/2020



County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL BY THESE PRESENT:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Rio Vista Property Owners Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Rio Vista Property Owners Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

- *Billing Policy And Payment Plan Guidelines*
- *Swimming Pool Enclosure Guidelines*
- *Records Retention Policy*
- *Records Inspection Policy*
- *Membership Voting Policy*
- *Email Registration Policy*
- *Religious Item Display Guidelines*
- *Solar Energy Device Guidelines*
- *Roofing Material Guidelines*
- *Rainwater Collection Devices Guidelines*
- *Flag Display Guidelines*
- *Drough-Resistant Landscaping And Natural Turf Guidelines*
- *Conflict Of Interest Policy*
- *Electronic And Telephonic Action Policy*
- *Standby Electric Generators Guidelines*
- *Bid Solicitaiton Process*
- *Violation Enforcement*
- *Uncureable Violation Enforcement*

FURTHER, other dedicatory instruments of the Rio Vista Property Owners Association have already been filed in the public records of Montgomery County as these documents supplement the previously filed documents.

SIGNED on this the 14th day of October, 2021.

Rio Vista Property Owners Association

By: Spectrum Association Management, L.P.

By: Shelby Welch
Shelby Welch
Spectrum Association Management, L.P.
Managing Agent

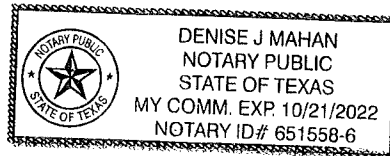
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 14th, October, 2021 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for Rio Vista Property Owners Association, on behalf of said association.

Denise J Mahan
Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232



**RIO VISTA PROPERTY OWNERS ASSOCIATION
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, the Declaration of Protective Covenants (“Declaration”) Rio Vista Property Owners Association (“Association”), a Texas non-profit corporation, grants the authority to the Board of Directors (“the Board”) to establish a budget, set the amount of the assessments, and adopt a procedure to bill and collect assessments and other charges of the Association; and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts these Guidelines for the purposes of establishing a procedure to bill for assessments and other charges of the Association and identify the guidelines under which an owner may request an alternative payment schedule for certain assessments and charges; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Guidelines;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the attached Billing Policy and Payment Plan Guidelines. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained therein.

Certification

I hereby certify that, as _____ of the Rio Vista Property Owners Association, the attached Billing Policy and Payment Plan Guidelines were approved on the _____ day of _____, 20____ at a meeting of the Board of Directors at which a quorum was present.

R. Stowe

Signature: _____

Printed Name: Ricky Stowe

Title: President

Date: 10 / 12 / 2021

**RIO VISTA PROPERTY OWNERS ASSOCIATION
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

I. BILLING POLICY

1. ASSESSMENT PERIOD

The Board of Directors ("Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association's records.

3. DUE DATE

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such time as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

4. INTEREST

If the assessment is not paid by the due date, the assessment may bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. LATE FEES

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

6. COSTS FOR COLLECTING PAST DUE AMOUNTS

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to Texas Property Code, the Association may incur or be responsible for third party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

7. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owners and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period of more than one hundred and twenty (120) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other

amounts outstanding; a period of at least forty-five (45) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third party collection agent or attorney if the amount remains unpaid after the referenced forty-five (45) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

9. REFERRAL OF ACCOUNT TO A THIRD PARTY – ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information requests such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

11. COMMON AREA

If a hearing is not requested within 30 days from the date the past due notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended.

II. PAYMENT PLAN GUIDELINES

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees imposed prior to a request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;

2. The Association may use its discretion to determine the maximum term of a payment plan;

3. The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;
4. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;
5. All payments shall be due by the date specified in the payment plan;
6. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
7. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;
8. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
9. Pursuant to Section 209.0064(b)(3) of the Texas Property Code the Association is not required to offer a payment plan to an owner after the thirty (30) day period to pay the past due balance in the final notice has expired;
10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
11. The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

III. General Provisions

1. Independent Judgment

Notwithstanding the contents of this detailed policy, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying this policy.

2. Other Rights

This policy is in addition to and is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.

3. Application of Payments

A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.

4. Replacement and Amendment of Policy

This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

**Swimming Pool Enclosure Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Swimming Pool Enclosures

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.022 precludes associations from adopting or enforcing a restrictive covenant which prohibits or restricts a property owner from installing on a property owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements; and
1. Pursuant to Section 202.022(b)(2) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the installation of a Swimming Pool Enclosure.

BE IT RESOLVED THAT:

2. In order to comply with Section 202.022 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the installation of a Swimming Pool Enclosure.
 - a. A "swimming pool enclosure" means a fence that:
 1. Surrounds a water feature, including a swimming pool or spa;
 2. consists of transparent mesh or clear panels set in metal frames;
 3. is not more than six feet in height; and
 4. is designed to not be climbable.
 - b. The swimming pool enclosure shall be black in color and consist of transparent mesh set in metal frames.

EFFECTIVE DATE: 10 / 01 / 2021

R. Stowe

Authorized Board Member Signature: _____ Date: 10 / 12 / 2021

**Records Retention Policy for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Records Retention Policy for the Rio Vista Property Owners Association (the “Policy”) is adopted by the Rio Vista Property Owners Association (the “Association”), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Rio Vista Property Owners Association Board of Directors (the “Board”) on .

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association’s records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: R. Stowe

Date: 10 / 12 / 2021

**Records Inspection Policy for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Records Inspection Policy for the Rio Vista Property Owners Association (the "Policy") is adopted by the Rio Vista Property Owners Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Rio Vista Property Owners Association Board of Directors (the "Board") on .

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
 - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
 - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
 - b. Describe in detail each record requested including the fiscal year to which said record relates;
 - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.

- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Membership Voting Policy for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Membership Voting Policy for the Rio Vista Property Owners Association (the "Policy") is adopted by the Rio Vista Property Owners Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**E-mail Registration Policy for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, The Rio Vista Property Owners Association, a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051(f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "***E-mail Registration Policy***" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at www.spectrumam.com that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after .
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: _____
R. Stowe

Date: 10 / 12 / 2021

**Religious Item Display Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Religious Displays

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.018 precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and
2. Pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the display of religious items.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.
 - a. The religious item cannot threaten public health or safety.
 - b. The religious item cannot violate the law other than a law prohibiting the display of religious speech.
 - c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby for reasons other than its religious content.
 - d. The religious item shall not be installed on property:
 - i. owned or maintained by the Association; or
 - ii. owned in common by members of the Association.
 - e. The religious item cannot violate any applicable building line, right-of-way, setback or easement.
 - f. The religious item cannot be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
2. In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Policy controls.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Solar Energy Device Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Solar Energy Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.
 - a. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee;
 - b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
 - c. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline;
 - d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line;
 - e. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.
2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Roofing Material Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Roofing Materials

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.011 precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials.
2. Pursuant to Section 202.011 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on roofing materials.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.
 - a. Certain types of roof shingles are designed to prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities.
 - b. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee.
 - c. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision.
 - d. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision.
 - e. The shingles must match the aesthetics of other properties surrounding the owner's property.
4. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Rainwater Collection Devices Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association (referred to as “Association”) and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Rainwater Collection Devices


WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.007(d) precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and
2. Pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on rainwater harvesting systems.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.007(b) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rainwater harvesting devices:
 - a. The barrels or system must be of a color that is consistent with the color scheme of the owner’s home.
 - b. The barrels or system cannot be located between the front of the owner’s home and an adjoining or adjacent street.
 - c. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
 - d. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
 - e. There must be sufficient areas on the owner’s property to install the barrels or system.
2. In the event of any conflict between these provisions and any rainwater collection device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Rainwater Collection Device Policy controls.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: 

Date: 10 / 12 / 2021

**Flag Display Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Architectural Guidelines for Flag Displays

WHEREAS:

1. The Texas Property Code Section 202.012 precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and
2. Pursuant to Section 202.012 of the Texas Property Code, the Board of Directors is permitted to adopt certain guidelines on flag displays.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 202.012 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays:
 - a. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
 - b. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
 - c. A flagpole, whether attached to a dwelling or freestanding, must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
 - d. The flag display must conform to all setbacks, easements, and zoning ordinances.
 - e. Flag poles may be installed in the front yard with the approval of the Architectural Control Committee so long as there is not less than a 15' setback.
 - f. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
 - g. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
 - h. Flag size is limited to 3' x 5'.
 - i. An owner can only place a flagpole or flag on their own property with the approval of the Architectural Control Committee and no other property.
 - j. You must abate any noise that is caused by the external halyard of a flagpole.
- 2.) The American Flag, Texas Flag or flag from one of the United States armed services may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the Architectural Control Committee.
- 3.) In the event of any conflict between these provisions and any flag display restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies and the Declaration, this Flag Display Policy controls.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Drought-Resistant Landscaping and Natural Turf Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation (referred to as “Association”), adopt the following resolution:

RE: Architectural Guidelines for Drought-Resistant Landscaping and Natural Turf

WHEREAS:

1. The Texas Property Code Section 202.007 precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant landscaping or water conserving natural turf; and
2. In the best interest of the Association in light of frequent and persistent drought conditions in the area, the Association desires to adopt the following guidelines.

BE IT RESOLVED THAT the Association’s supplementary guidelines on drought-resistant landscaping and water conserving natural turf are as follows:

1. In order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for the use of drought-resistant landscaping or water conserving natural turf:
 - a. The Architectural Control Committee (ACC or ARC) will allow variances for xeriscaping as long as 25% of the publicly visible area is covered with natural turf and all other guidelines below are met.
 - b. Homeowners must submit an Architectural Control Committee request or a request for a variance to the Architectural Control Committee (as applicable). The request must include details of the project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.
 - c. Non-turf planted areas must be bordered to define the xeriscape areas clearly from turfed areas.
 - d. Xeriscape areas must always be kept maintained to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
 - e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.
 - f. No plants may encroach onto or over public sidewalks.
 - g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks.
 - h. Urns, pots, and other manmade ornamentation cannot exceed four (4) items in public view.
 - i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.
 - j. Sickly and dying plants must be removed and replaced.
 - k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
2. Xeriscaping - Xeriscaping means using native and adapted plants that grow and sustain themselves with a low water requirement, and that can tolerate heat and drought conditions.
3. Ground Cover - If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful

chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.

4. Plants - Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crusted granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
5. Borders - Xeriscape areas must be surrounded by a border to clearly define the xeriscape areas from turfed areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the Architectural Control Committee. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used, they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
6. Turf Grasses - Homeowners should consider replacing "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
7. Hardscapes - Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb.
8. Landscape Maintenance - Xeriscape areas are subject to the same maintenance requirements as other landscaping and must always be maintained to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Xeriscape areas are subject to the same maintenance requirements as other landscaping and must always be maintained to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.
9. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: 10 / 12 / 2021

Authorized Board Member Signature: R. Stowe

Date: 10 / 12 / 2021

**Conflict of Interest Policy for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Conflict of Interest Policy

WHEREAS:

1. Section 209.0052 of the Texas Property Code adds limitations relating to an association contracting services from a board member, a board member's Relative, a board member's company, or a board member's Relative's company.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT contracts causing a conflict of interest with a current Director will comply with the following:

1. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, Owned means that a person owns fifty-one percent (51%) or more.
2. The Association may enter into a contract with a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefit above and beyond any benefit received by the entire membership of the community if:
 - a. The Association has received at least two other competitive bids for the contract from persons not associated with the Director, Relative, or company (if reasonably available);
 - b. The applicable Director is not given access to the other bids, does not participate in any Board's discussion regarding the contract, and does not vote on the award of the contract;
 - c. The relationship concerning the applicable Director is disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
 - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.

3. A conflict of interest shall mean, upon any contract, transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative, or any benefit above and beyond any benefit received by the entire membership of the community.
4. The interest can be either direct or indirect.
5. The benefit is not limited to strictly monetary rewards (e.g. access to information for private gain).
6. If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.
7. The other board members must reexamine the issues with the new information in accordance with this policy.

8. Contracts entered into in violation of this policy are void and unenforceable.
9. A current Director with a conflict of interest will still be counted in determining whether a quorum exists.
10. The Board certifies through this resolution that the requirements of Section 209.0052 have been met.

EFFECTIVE DATE: 10 / 01 / 2021

R. Stowe

Authorized Board Member Signature: _____

Date: 10 / 12 / 2021

**Electronic and Telephonic Action Policy for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Membership Voting Policy for the Rio Vista Property Owners Association (the "Policy") is adopted by the Rio Vista Property Owners Association(the "Association"), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; 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, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

General Procedures:

- 1) Voting Quorum is defined as a majority of the Board positions currently filled.
- 2) Reasonable opportunity is defined as 72 hours.
- 3) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association's managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
- 4) At any point in time a Director may request an alternate method of voting. The Board of Directors may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board of Directors and the requesting Director.

Email Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents necessary for the decision to be made.
- 2) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 3) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

Telephonic Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
- 2) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
- 3) During the telephonic conference, each Director must be able to hear and be heard by all other directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Standby Electric Generators Guidelines for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association(referred to as “Association”) and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Standby Electric Generators

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.019 prohibits associations from adopting or enforcing certain prohibitions or restrictions on standby electric generators (SEG); and,
2. Pursuant to Section 202.019 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on standby electric generators.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.019 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for standby electric generator devices:
 - a. The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
 - b. The SEG must be installed by a licensed contractor in compliance with all applicable laws, governmental codes, and accepted standards, for all electrical, plumbing and fuel line connections.
 - c. The SEG must be installed and maintained to comply with zoning ordinances and governmental healthy, safety and other codes. If a component of the SEG or the SEG is deteriorated or unsafe then it shall be repaired, replaced or removed as appropriate.
 - d. The Association may restrict the location of the SEG within the guidelines of the law.
 - e. The Association may require the screening of SEG in public view and regulate the size, type, materials and manner of screening for SEG and systems that are visible from the street, another lot, or common area.
 - f. There must be sufficient areas on the owner’s property to install the standby electric generator device.
 - g. The generator must only be used when utility-generated power is not available or intermittent to the residence for a continuous period of 6 hours or more. Once power has been restored to the residence and has been available for a continuous period of two hours, the generator may no longer be used.
4. In the event of any conflict between these provisions and any SEG device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Standby Electric Generator policy controls.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Violation Enforcement Resolution for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Violation Enforcement Resolution

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs
3. The Board desires to provide a current, comprehensive list of restrictions, rules, regulations, and architectural control guidelines that apply to all owners in the Association
4. The Board of Directors may promulgate, modify, or delete use restrictions and rules and regulations applicable to all of the units and lots
5. The Board desires to record a summary of restrictions, rules, regulations, and architectural control guidelines in county record for access by all current and future owners

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement.

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

Violation Enforcement Procedure

Status	Violation Procedure	Action Required
1st Sighting or Report of Violation	<p style="text-align: center;">Send Courtesy Notice</p> <p>*Courtesy Notices will not be issued for repeated violations within a 6-month period. A violation repeated within 6-months will be immediately escalated to a notice of intent to fine twenty-five (25) dollars if the violation is not resolved within 10 days from notice (sent verified mail).</p>	10 days to correct violation
2nd Sighting / Notice Not Repaired / No application for extension	<p>Send Second Notice with the intent to fine twenty-five (25) dollars if the violation is not resolved within 10 days from the notice (sent verified mail).</p> <p>*After a second notice, any repeated violation within a 6-month period will be immediately fined.</p>	10 days to correct violation
Final Notice	<p>Send Notice of applied fine of twenty-five (25) dollars with the intent to continue to fine seventy-five (75) dollars every ten days if the violation remains unresolved. The Board may also escalate the matter to the Association's attorney by sending a final notice that the file will be forwarded to the attorney to correct the violation through the court system in thirty (30) days if the violation is not resolved (sent verified mail).</p>	10 / 30 days to correct violation

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, The Board shall grant such extension if it deems the extension reasonable. The decision to grant an extension may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney, or the process will be resumed at the last level of the process.

Attorney Procedure

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

Other

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

**Uncurable Violation Enforcement Resolution for
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association and the Declaration of Protective Covenants, the Directors of the Rio Vista Property Owners Association, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Uncurable Violation Enforcement Resolution

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs. Uncurable violation is defined as: A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered to be an adequate remedy.

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Uncurable Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement of Uncurable Violations.
4. All other violations will be governed by the current Violation Enforcement Resolution and are not impacted by this policy.

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

Uncurable Violation Enforcement Procedure

Status	Violation Procedure	Action Required
Report / Sighting: Fine of fifty (50) dollars assessed and a fine notice sent (sent verified mail).	Notice of applied fine of fifty (50) and the intent to assess additional fine for any future occurrences.	Owner must not repeat action or condition.

General Policy

If a homeowner is in violation of an uncurable violation as defined in this policy, the above table will govern action taken. All other violations will follow the Association Violation Enforcement Resolution. Uncurable violation examples include, but are not limited to, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alteration of landscape) and holding a garage sale or other event prohibited by the dedicatory instruments.

Attorney Procedure

The Board, in its best discretion may decide when and if an account is escalated to an attorney or other third party for enforcement. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. If allowable by law or the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the Association's ordinary collection procedure or as permissible by law.

Other

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

E-FILED FOR RECORD

10/14/2021 10:24AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

10/14/2021



County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL BY THESE PRESENT:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Rio Vista Property Owners Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Rio Vista Property Owners Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

- *Security Measures Policy*

FURTHER, other dedicatory instruments of the Rio Vista Property Owners Association have already been filed in the public records of Montgomery County as these documents supplement the previously filed documents.

SIGNED on this the 12 day of September, 2022.

Rio Vista Property Owners Association

By: Spectrum Association Management, L.P.

By: Shelby Welch
Shelby Welch
Spectrum Association Management, L.P.
Managing Agent

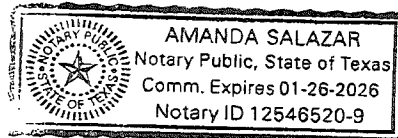
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 12, September, 2022 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for Rio Vista Property Owners Association, on behalf of said association.

Amanda Salazar
Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232



SECURITY MEASURES POLICY
for
RIO VISTA PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, SCOTT PORTO, Secretary of Rio Vista Property Owners Association (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 31 day of AUGUST, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions of Rio Vista Subdivision recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2007-124644, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Texas Property Code Section 204.010(a)(6) provides that a property owners' association, acting through its Board may regulate "the use, maintenance, repair, replacement, modification and appearance of the subdivision."

3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.

4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

5. Any reference made herein to approval by the Architectural Control Committee (the "ACC"), means prior written approval by the ACC.

6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **ACC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code (“Code”) is constructed or otherwise erected on a Lot, an ACC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner’s ACC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

a. Security measure fencing generally:

- (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
- (ii) Unless otherwise provided by the Association’s dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the ACC.
- (iii) No vines or vegetation shall be allowed to grow on security measure fencing.

- (iv) Security measure fencing must be located on the perimeter of a Lot, however, it is prohibited for security measure fencing to: (i) be located across sidewalks; and/or; (ii) to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the Declaration and all other applicable Association governing documents.
- b. Security measure fencing forward of the residential structure on a Lot as depicted on the applicable Lot survey:
- (i) Must be metal fencing (either steel, wrought iron, or aluminum) measuring no more than six feet (6') in height. The ACC shall have the discretion to approve any other type of metal security measure fencing, however, the follow types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing; and (3) solid metal fencing. It is the intent of this Policy that all security measure fencing forward of the front building line on a Lot have the appearance of what is commonly called "wrought iron fencing";
 - (ii) Must consist of straight horizontal rails and straight vertical pickets and/or posts;
 - (iii) Must be black, or any color approved by the ACC (including gates);
 - (iv) Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails. All framing must be on the inside (i.e., the residence side) of the security measure fencing;
 - (v) Any driveway or pedestrian gates on security measure fencing must be of the same material as the fencing and swing inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the ACC;
 - (vi) When security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post (either steel, wrought iron, or aluminum) adjacent to the wood post/wood fencing; and

- (vii) Chain link, brick, concrete, barbed wire, electrified, vinyl, wood and stone security measure fencing is expressly prohibited and will not be approved by the ACC.
- c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- d. Placement of fencing and/or security measures of any type must comply with City, County, and/or State Regulations and Ordinances, if any.
- e. The ACC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the ACC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the ACC application to the ACC. In the event that the Affected Lot Owner(s) refuse to sign the ACC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosure shall be black, or any color approved by the ACC. Notwithstanding the foregoing, the ACC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

6. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the

security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ACC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ACC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Montgomery County, Texas.

TO CERTIFY which witness my hand this the 31 day of AUGUST, 2022.

Rio Vista Property Owners Association

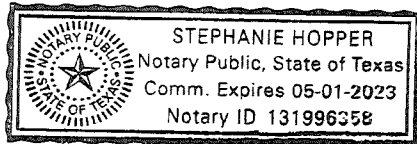
By: *Scott Porto*

Printed: SCOTT PORTO

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this 31 day of August, 2022, personally appeared SCOTT PORTO, Secretary of Rio Vista Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Stephanie Hopper
Notary Public in and for the State of Texas

E-FILED FOR RECORD

09/12/2022 09:46AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

09/12/2022



County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL BY THESE PRESENT:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Rio Vista Property Owners Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Montgomery County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Rio Vista Property Owners Association which have not been previously filed in the public records of Montgomery County are attached hereto, including:

- **Violation Enforcement Procedure**

FURTHER, other dedicatory instruments of the Rio Vista Property Owners Association have already been filed in the public records of Montgomery County as these documents supplement the previously filed documents.

SIGNED on this the 28th day of December, 2023.

Rio Vista Property Owners Association

By: Spectrum Association Management, L.P.

By: Shelby Welch
Shelby Welch
Spectrum Association Management, L.P.
Managing Agent

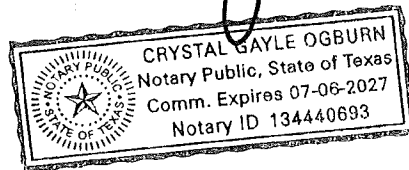
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 28 December, 2023 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for Rio Vista Property Owners Association, on behalf of said association.

Crystal Gayle Ogburn
Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232



**Violation Enforcement Resolution for
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Pursuant to the Bylaws of the Rio Vista Property Owners Association and the Declaration of Protective Covenants, the Directors of Rio Vista Property Owners Association, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Violation Enforcement Resolution

WHEREAS:

- 1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
- 2. It is the Board's right to use its best efforts to assure that said enforcement occurs.
- 3. The Board desires to provide a current, comprehensive list of restrictions, rules, regulations, and architectural control guidelines that apply to all owners in the Association.
- 4. The Board desires to record a summary of restrictions, rules, regulations, and architectural control guidelines in county record for access by all current and future owners.

BE RESOLVED THAT:

- 1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
- 2. All rules of the Association shall be enforced.
- 3. The Violation Enforcement Procedure and Schedule (attached) shall be the Association's policy of enforcement of the covenants for the following general categories: Property Maintenance, Vehicle Storage and Prohibitions, Exterior Improvements, Nuisance Violations, Property Use, and all other curable violations listed in the Governing Documents.

EFFECTIVE: 1/1/2024

Scott Porto 2023-12-19

Authorized Board Member Signature and Date

**Violation Enforcement Procedure and Schedule for
Rio Vista Property Owners Association**

Status	Violation Procedure	Action Required
1st Sighting or Report of Violation	Send Notice of intent to fine \$25 if the violation is not resolved within 10 days from the notice (sent certified mail).	10 days to correct violation
2nd Sighting / Not Repaired / No application for extension	<p style="text-align: center;">(\$25 fine)</p> Send Notice of applied fine of \$25 and intent to fine \$75 if not resolved within 10 days from the notice (sent certified mail).	10 days to correct violation
Recurring / Final Notice	<p style="text-align: center;">(\$75 fine/recurring)</p> Send Recurring Notice of applied fine of \$75 with intent to continue to fine \$75 every 10 days if not resolved (sent certified mail). The Board may also escalate the matter to the Association's attorney by sending a final notice that the file will be forwarded to the attorney to correct the violation through the court system in thirty (30) days if the violation is not resolved (sent certified mail).	10/ 30 days to correct violation

EFFECTIVE: 1/1/2024

Scott Porto

2023-12-19

Authorized Board Member Signature and Date

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, The Board may grant such extension if it deems the extension reasonable. The decision to grant an extension may be based on violation severity, prior violation history, or other factors that may influence the Board’s decision. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney, or the process will be resumed at the last level of the process.

**Section 209.006, Texas Property Code provides that an owner is not entitled to prior notice and opportunity to cure if the owner has received any notice and not cured the same or similar violation in the preceding six months. The Association at this time can exercise any rights related to the violation under this policy of which the owner has previously been given notice for.*

***Section 209.007, Texas Property Code provides that each owner may submit a written request for a hearing to the Association to discuss and verify facts on a violation and resolve the matter in issue before the Board of Directors.*

Attorney Procedure

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board’s decision. Once an account is turned over to the attorney’s office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association’s governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association’s Declaration of Covenants, all attorneys’ fees/court costs shall be the homeowner’s responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy.

Other

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

EFFECTIVE: 1/1/2024

Scott Porto

2023-12-19

Authorized Board Member Signature and Date

E-FILED FOR RECORD

01/02/2024 12:22PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

01/02/2024



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas