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**REVISED  
RULES, REGULATIONS AND GUIDELINES  
FOR  
THE POINT AT WALDEN**

**Adopted by The Board of Directors  
March 19, 2007**

**RULES, REGULATIONS AND GUIDELINES  
FOR  
THE POINT AT WALDEN**

**Table of Contents**

I.	Unit Use And Occupancy	3
II.	Pets and Wild Ducks	4
III.	Boat Docks and Slips	5
IV.	Owner Insurance	5
V.	Parking	6
VI.	Patios and Balconies	7
VII.	Swimming Pool	8
VIII.	Public Restroom	8
IX.	Trash and Garbage	9
X.	Rentals and Leases	9
XI.	Maintenance and Repairs	9
XII.	Modifications and Improvements	9
	A. Ceiling Fans on Balconies and Patios	10
	B. Shades on Balconies and Patios	10
	C. Floor Coverings	10
	1. Patios and Balconies	10
	2. Second and Third Floors	10
	3. Ground Floors	11
	D. Countertops	11
	E. Other Modifications or Improvements	11
XIII.	Contractor Guidelines and Responsibilities	11
XIV.	Enforcement Policy	11
	A. Interest and Late Fees	12
	B. Fines and Penalties for Rule/Regulation Violations	12
	C. Returned Check Policy	12
	D. Warning Notices	13
	E. Damage to Common Elements and Limited Common Elements	13
XIV.	Right to Vote	13
XV.	Board Meetings	13

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The following Rules, Regulations and Guidelines have been adopted by the Board of Directors (hereinafter referred to as "the Board") in accordance with the governing documents of the Association and the Texas Uniform Condominium Act for the purpose of regulating the use, occupancy, maintenance, repair, modification and appearance of the Units and Common Elements. They are not intended to restrain or prevent any owner or occupant of a Unit, his/her family members or their guests from enjoying the facility and its amenities, but to instead serve as a helpful guide to conduct and activities that will preserve the quality, appearance and desirability of The Point at Walden. In addition, owners/occupants are subject to the Board Policies and Design Guidelines of the Walden Community Improvement Association (WCIA).

**I. USE AND OCCUPANCY**

- A. Units are to be kept clean, be properly maintained, and be in good repair.
- B. No dirt, debris, liquid, or other type object is to be swept, thrown or allowed to fall from a balcony, window or door of a Unit.
- C. Rugs, mats and the like are not to be cleaned by beating them against the exterior of the buildings.
- D. No garment, rug or similar item shall be hung over a balcony railing, within a balcony or patio area, or from the window of a Unit.
- E. Clothes, bathing suits, towels and the like shall not be hung to dry in public view.
- F. Care must be taken when watering plants on second and third floor balconies to prevent run-off from falling onto a downstairs neighbor's patio/balcony.
- G. No sign, poster, advertisement or the like shall be displayed on a window or glass sliding door of a Unit, on the exterior of a Unit, or in a balcony or patio area unless first approved in writing by the Board.
- H. Seasonal decorations on the exterior of a Unit are permitted, but not earlier than 30 days before the date of the holiday to which they relate and not later than 10 days after the date of the holiday.
- I. Except for seasonal decorations, no decorations shall be displayed in interior hallways, on the grounds or other portions of the Common Elements without the prior written approval of the Board. Existing decorations (i.e., those on display prior to the establishment of these Rules, Regulations and Guidelines) are excluded from this requirement.
- J. Interior hallways and exterior walkways are to be kept free of all obstructions that could impair their use by those using wheelchairs, emergency medical service (EMS) personnel, firemen, policemen, etc.
- K. Children are not allowed to play in the entrances, stairways, hallways, garage area, elevators or on the roofs of buildings.
- L. Occupants, their families, guests, servants, contractors, visitors, etc., shall not, at any time or for any reason, attempt access or be granted access to the roof of a building unless in the company of the managing agent or employee thereof.
- M. An owner or occupant of a Unit shall not do anything or engage in any activity that unreasonably interferes with another resident's right to peacefully use and enjoy his/her Unit.
- N. No loud, obnoxious or offensive behavior will be permitted. This includes, but is not limited to indecent exposure, lewd conduct, playing music or TVs too loudly, creating other loud noises, generating noxious odors, etc., that could constitute an annoyance to other residents, particularly if sliding doors or windows are left open. The Board shall have the authority to determine whether an activity is loud, obnoxious or offensive. Its good faith determination shall be conclusive and binding on all parties.
- O. No firearm of any kind (including BB guns or pellet guns) or fireworks shall be discharged anywhere within the development.
- P. No flammable or hazardous chemicals, including, but not limited to gasoline, kerosene, charcoal lighter fluid, cleaning fluids, etc., shall be stored inside a Unit, on a balcony, or in a patio area.
- Q. A dishwasher or washing machine shall be operated only if the owner or occupant of the Unit is present,

otherwise, the risk of a malfunction that could result in water damage to the Unit, adjacent Units and/or Common Elements and Limited Common Elements is too great.

- R. All water leaks are to be reported to the management office immediately.
- S. Owners and occupants are required to close and secure all exterior windows and sliding doors to their Units when leaving the property to avoid possible damage to their Unit, adjacent Units or Common Elements from rainstorms, wind or other elements.
- T. No owner, resident, or lessee shall affix or install electrical wiring (including extension cords), telephone lines, television cables, satellite dishes, or any other devices whatsoever on the exterior of their Units or that protrude through the walls, out the windows, or onto the roofs of the buildings unless expressly approved in writing by the Board.
- U. No unusually heavy object, piece of furniture, appliance or similar type item (including, but not limited to pool tables with slate tops, pianos, safes, etc.) that could adversely affect the structural integrity of the buildings or any portion thereof, shall be placed or installed in a Unit. In accordance with information provided by the company that designed/manufactured the trusses which support the floors of the units, the maximum weight permitted for heavy objects shall not exceed 40 lbs/sq. ft.
- V. Owners/occupants of a Unit are responsible for any damage to Units, the Common Elements and/or Limited Common Elements caused by them, members of their family, guests, other invitees or movers, contractors, etc., engaged by them for whatever reason.
- W. A Unit shall be used for single family residential purposes only. The use of a Unit for business or commercial purposes is prohibited by The Point's Condominium Declaration and related Deed Restrictions.
- X. The Association, its employees and agents, shall have the right to enter a Unit without prior notice for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the Common Elements, Limited Common Elements, another Unit, residents, guests, and others. The Association, its employees and agents, also shall have the right to enter a Unit at other times during normal business hours to perform needed maintenance and repairs, provided that notice is first provided to the owner or occupant of the Unit. To the extent possible, a Unit will be accessed by the Association only during such time as the owner or occupant of the Unit is present. An owner shall provide a duplicate key to his/her Unit to the Association for access purposes. An owner who fails or refuses to provide a duplicate key to his/her Unit to the Association shall be liable for the cost of a locksmith if access becomes necessary and cannot be accomplished without engaging a locksmith.
- Y. Skateboarding on the grounds or in an Association parking area is prohibited.

## II. PETS AND WILD DUCKS

### A. Pets

Pets are allowed at The Point subject to Section XIII of the WCIA Board Policy Manual regarding Pets, reproduced herein for your convenience:

1. No animals, whether livestock, wildlife, bees, poultry, or even household pets shall be raised, bred or maintained on any lot for commercial purposes.
2. No animals other than dogs, cats or other normal household pets of reasonable and limited number or specie may be kept on any lot.
3. No owner shall allow his pet to become a nuisance or threat to other owners, guests or neighbors.
4. No owner shall allow his pet, whether dog, cat or other domestic pet under his ownership control to leave such owner's lot unless leashed or under firm personal control and accompanied by a responsible member of the owner's family.
5. Owner's shall at all times conform to the Montgomery County Health Department's Animal Restraint and Rabies Control Ordinance.
6. Owner's wishing to report a complaint against another owner's pet shall be required to do so in writing by filing a Pet Grievance Form.

Related WCIA "Definitions" are as follows:

1. Reasonable – Fair, proper, just, moderate, tolerable, suitable under the circumstances. Rational, governed by reason, Not immoderate or excessive.
2. Kind – The genus or generic class; Description.

3. House pet(s) – Animal(s) belonging to the house and/or family. Domestic, but not intended to include animals normally considered raised or used on a farm. It is not intended to include animals normally living in the wild, but raised domestically in captivity or fur bearing animals raised in captivity.
4. Nuisance – That activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, obstruction to the right of another. Producing such material annoyance, inconvenience and discomfort that will presume resulting damage. That which annoys and disturbs one in the possession of his property, rendering its ordinary use physically uncomfortable to him, e.g., odors, noise. An offensive annoying, unpleasant or obnoxious thing or practice; a cause or source of annoyance especially a continuing or repeated invasion or disturbance of another's rights.
5. Pets at Large – Pets which are not contained within the owner's property; free, unrestrained, not under control.

In addition to WCIA policy, the following rules shall apply:

1. Exotic animals and breeds of animals commonly recognized to be inherently aggressive or vicious toward other animals and/or humans will not be permitted. The Point's Board of Directors shall have the authority to determine whether an animal is a generally recognized household pet, whether the number of pets in a Unit is reasonable (usually no more than two), and whether an animal is exotic or inherently aggressive or vicious. In that regard, its reasonable, good faith determination shall be conclusive and binding on all parties.
2. Owners or occupants of a Unit in which a pet is kept are responsible for any damage to the Unit, other Units, Common Elements or Limited Common Elements caused by the pet.
3. Pet owners are required to scoop/collect and properly dispose of any excrements left within the development by his/her pet.
4. Owners or occupants of a Unit shall not dispose of cat litter by flushing it down a toilet. The owner or occupant of a Unit in which a cat is kept shall be responsible for the cost of any plumbing repairs resulting from cat litter being flushed down a toilet by the owner or occupant, his family members, tenants or guests.
5. The authority to determine whether or not a pet is a nuisance rests with the Board. Its reasonable, good faith determination shall be conclusive and binding on all parties. If the Board determines that a pet is a nuisance and the owner of the pet fails to remedy the circumstances within ten (10) days following the receipt of a notice from the Association, the Board shall have the right to assess fines in accordance with Section XIII of these regulations and require that the owner remove the pet from the development.

#### B. Wild Ducks

The feeding of wild ducks is discouraged as it attracts them to our property where they make a mess, kill the grass, and soil the swimming pool.

### III. BOAT DOCK AND SLIPS

- A. Boat slips are available to the owners or occupants of Units on a "first come, first served basis."
- B. Small personal watercraft (jet skis, wave runners, canoes, kayaks, etc.) and the like shall be tied only to the backside of the dock (i.e., side closest to the shore) or to the bulkhead when water levels safely permits.
- C. No boat or other watercraft shall be moored to the gangway leading from the shore to the dock.
- D. In the event a watercraft moored at one of the docks, slips, or along the seawall becomes damaged, has become loose and is in danger of drifting away or becoming a hazard to the dock or other boats, etc., an attempt will be made to notify the owner. To facilitate this process and to help in making sure those using the dock, slips and seawall are owners or occupants, all watercraft belonging to owners/occupants must be registered. A decal issued by The Point must be prominently displayed on the motor or windshield of the watercraft. Decals may be obtained during normal business hours from the management company office on the ground floor in Building A. Renters and lessees with watercraft are also required to register their vessels and will be issued hang-tags for identification purposes.
- E. No boat or other watercraft shall be moored at the dock, in a slip, or along the bulkhead in a manner that

obstructs or unreasonably restricts access to the dock by other boats and watercraft or impedes boat traffic within the cove.

- F. The boat dock is for short-term use only. Because there are not enough boat slips for every Unit, owners/occupants and their guests usually may not moor their boats or other watercraft at The Point's dock, in slips or along its bulkhead for extended periods of time. Boats and other watercraft belonging to owners/occupants may be moored at the dock or alongside the bulkhead for periods not to exceed 48 hours during any calendar week (72 hours in the event of a three-day holiday weekend), extending from Sunday midnight until the following Saturday at midnight. A longer period of time is possible providing the owner or occupant will be staying at The Point during the entire time and will be using the boat or other watercraft on a daily basis. Prior written approval is required. Request forms are available from the management company. As the number of docks, slips, and spaces along the seawall acceptable for mooring watercraft is limited, only one watercraft per Unit will be granted extended mooring privileges.
- G. THERE IS NO LIFEGUARD AT THE DOCK. Because of this, swimming in the area around the boat dock is prohibited. Jumping or diving into the lake from the dock or a bulkhead is likewise prohibited.
- H. The operators of boats and other watercraft are required to comply with the cove's "no wake" policy.
- I. The owner or occupant of a Unit is responsible for any damage to the dock, bulkhead, gangway, boats or other watercraft caused by them, their family members or guests.
- J. The owner or operator of a boat or other type of watercraft is responsible for the security and safe keeping of that boat or watercraft, as well as all personal items kept aboard the boat or watercraft. Under no circumstances shall the Association be liable to any party for damage caused to a boat or other watercraft tied or moored to the dock or bulkhead or kept in a slip, or for the loss of any personal items kept on a boat or other watercraft while tied or moored to the dock or bulkhead, or kept in a slip.

#### IV. INDIVIDUAL INSURANCE

It's strongly recommended that each owner obtain, at his/her expense, insurance coverage on his/her Unit (including interior surface coverings, non-load bearing partition walls, built-in fixtures and appliances, and any other improvements made by the owner to his/her Unit) and personal property within the Unit. It's further recommended that each owner also obtain, at his/her expense, personal liability insurance.

#### V. PARKING AT THE POINT

- A. Parking areas within the development are to be used exclusively by the owners or occupants of Units, their family members, tenants, and guests.
- B. The parking garage under Building B is reserved for the exclusive use of the owners and occupants of Units within Building B and is subject to the following rules:
  1. As there are fewer underground parking spaces in Building B than there are Units, only one (1) vehicle per Unit is permitted to be parked in the underground parking area at any given time. Should residents have more than one car, they must be parked outside in the open parking lot.
  2. A parking decal issued by The Point must be prominently displayed on a vehicle parked in the underground parking area. Parking decals may be obtained during normal business hours from the management company office on the ground floor in Building A.
  3. Vehicles parked in the underground parking area that do not display the required parking decal are subject to being towed at owners expense.
  4. There are no reserved parking spaces. Underground parking is on a "first come; first serve" basis for Building B owners/occupants only.
- C. No unattended vehicle shall be parked in a driveway, in an exit to a street, or in the garage in a manner that impairs entry to or exit from the development or garage.
- D. Parking is prohibited at all times in designated areas adjacent to the dumpster sites.
- E. The owner of a vehicle to be parked within the development for an extended period of time during the owner's absence shall notify the management company in writing of their intended absence, a description of the vehicle, its license number, when they're scheduled to depart and when they expect to return.

- F. Under no circumstances shall the Association be liable to any party for any damage caused to a vehicle parked within the development or the loss of any personal items kept in a vehicle parked within the development.
- G. Vehicles parked in prohibited areas are subject to being towed at the vehicle owner's expense. In this event, the Association shall not be liable for any damage or loss to vehicles wrongfully parked or to their contents.
- H. Boats and other types of watercraft, their trailers, travel trailers, U-Haul trailers, motor homes, campers and the like may be parked in the Association's parking area only for a reasonable period of time, not to exceed two (2) hours, for loading and unloading purposes only.
- I. Parking along Melville Drive is discouraged.
- J. When parking on the street-side of The Point's parking lots, all vehicles, especially trucks with long beds, should park "head-in" to prevent the rear of the vehicle from extending out into Melville Drive thus posing a hazard to traffic.
- K. On special holidays, such as the Fourth of July, parking is at a premium and access to The Point and Yacht Club parking areas is controlled. Special Event (SE) Parking Passes are required. The Point owners and occupants are sent SE parking passes through the mail. Additional SE passes may be obtained by owners and occupants for guests through the management company office in Building A.
- L. Parking in WCIA parking areas is subject to rules and regulations established by the WCIA.
- M. Camping anywhere on Association property is prohibited.
- N. No inoperable vehicle shall be parked on Association property. For this purpose, an inoperable vehicle is deemed to include any vehicle that: (a) fails to display all current and necessary licenses and permits; (b) is suspended on jacks; (c) does not have fully inflated tires; (d) can't be started and moved under its own power; and (e) is otherwise unable to be legally operated on a public street. Any vehicle parked in an Association parking area deemed to be inoperable in accordance with the above provisions is subject to being towed at the vehicle owner's expense. In this regard, the Association shall not be liable for any damage to vehicles wrongfully parked in one of the Association's parking areas or their contents.
- O. Vehicle repair and/or maintenance work in an Association parking area is prohibited. Likewise, no vehicle shall be washed in an Association parking area.
- P. Motorcycles, motor scooters, and similar vehicles must be parked in one of the Association's parking areas, not on Common walkways, landings, balconies or patios.

#### VI. PATIOS AND BALCONIES

- A. No item that creates an unreasonable risk of fire is to be permitted on a balcony or in a patio area. Without limiting the foregoing, no "Tiki" torch or other type of open flame device is permitted on a balcony or in a patio area.
- B. Under no circumstances, because of fire codes and insurance company restrictions, shall a barbecue grill, regardless of type, be used on a balcony or in a patio area within ten (10) feet of the building walls or balcony overhangs. This applies equally to grills with hoods or covers, as well as electric barbecue grills.
- C. The installation of natural or man-made tile, brick, slate, rock, stone or similar type product on a balcony or patio is strictly prohibited. See Section XI of these Rules, Regulations and Guidelines for additional information. Any tile, slate, rock or stone, etc., installed on a balcony or in a patio area after the effective date of these rules is in violation of this Rule and shall be required to be removed and the surface repaired to its original condition at the owner's expense.
- D. No rug, carpet, bamboo/rattan/hemp mat or similar type product shall be adhered to the surface of a balcony or patio with glue, cement or any other type of adhesive. See Section XII of these Rules, Regulations and Guidelines for additional information. Any rug, carpet, bamboo/rattan/hemp mat or the like that is adhered to the surface of a balcony or patio with glue, cement or any other type of adhesive after the effective date of these rules is in violation of this Rule and shall be required to be removed and the surface repaired to its original condition at the owner's expense.
- E. Rugs, carpets, bamboo/rattan/hemp mats or the like that are not adhered with glue, cement or any other type of adhesive may be temporarily used in balcony or patio areas. To prevent water from pooling under temporary rugs, carpets, mats, etc., and/or prevent water from being absorbed by them that could

eventually soak through and penetrate the concrete deck, thereby, causing damage to the support trusses, any temporary rugs, carpets, mats, etc., are to be removed and stored when not in use.

## VII. SWIMMING POOL

The swimming pool at The Point is for the sole use of owners, occupants, their family members, and guests. The following rules have been established to ensure its safe use and enjoyment. Any violation of these rules relating to the use of the pool may result in the suspension of the violator's right to use the pool.

- A. The pool is available for use on a daily basis between the hours of 9:00 a.m. and 10:00 p.m.
- B. **NO LIFEGUARD IS ON DUTY AT THE SWIMMING POOL. FOR THAT REASON, THOSE USING THE POOL DO SO AT THEIR OWN RISK.**
- C. Children in the pool area under the age of thirteen (13) years must be accompanied by an adult at all times, regardless of whether the child is in the water or not.
- D. Diving into the swimming pool is prohibited.
- E. Running, pushing, shoving, wrestling, etc., in the pool area is prohibited.
- F. The use of any type of glass container in the pool area is prohibited. This includes, but is not limited to bottles, drinking glasses, jars, etc.
- G. Large rafts and other types of flotation devices are prohibited from being in the swimming pool. Only single person floats and children's floats are permitted.
- H. Proper swimming attire must be worn in the pool area at all times. The Board shall have the authority to determine whether or not swimwear is appropriate and proper. Its reasonable good faith determination shall be conclusive and binding on all parties.
- I. Pool furniture shall not be removed from the pool area or placed in the swimming pool.
- J. Bicycles, skateboards and the like are not permitted in the pool area.
- K. Persons that use the swimming pool are responsible for all personal items that he/she takes to the pool area. No personal items, including floats, pool toys, towels, shoes or clothes, etc., shall be left in the pool area after the pool closes. Any personal items discovered in the pool area or received by management after the pool closes will be kept at the Association's "on-site" management office for a period not to exceed thirty (30) days and may be claimed by their owners at that location during normal business hours. After that time, unclaimed items may be disposed of by the Association at their discretion without recourse.
- L. No pool accessories shall be kept or stored under a stairwell. Wet pool accessories may be temporarily placed on the landing near the door of an upstairs Unit until dry, so long as they do not obstruct a stairway or impair access to or from other Units.
- M. The swimming pool and surrounding area may be reserved for private functions through the Association's management company, subject to availability.
- N. No pets are allowed in the pool area.
- O. Table umbrellas are to be lowered when not in use.
- P. It is the responsibility of those using the pool to keep it clean. Accordingly, all trash, empty containers, and the like must be disposed of in the trash receptacles provided. Cigarette and cigar butts shall not be discarded on the ground nor are they to be placed in trash receptacles if still burning.
- Q. Loud music in the pool area (as determined by a member of the Board or representative of the Association's management company) is prohibited.

## VIII. PUBLIC RESTROOMS

A public restroom is located in Building A across from the management company office for the use and convenience of owners, occupants, family members and their guests subject to the following conditions:

- A. Toilets are to be flushed after each use;
- B. Only actual toilet paper is to be flushed down the toilets. Paper towels, sanitary products, and all other debris are to be placed in the trash receptacle provided. **Caution:** Never put cigarette and cigar butts in trash receptacles, lighted or not.
- C. Turn off water in the lavatory when through;
- D. Do not allow water in the sink to overflow onto the floor;
- E. Report any problems (such as an obstructed lavatory or toilet, lack of toilet paper, etc.) to the



management company as quickly as possible.

**IX. TRASH AND GARBAGE**

- A. Trash, garbage, and other waste material is to be kept inside each Unit until it can be disposed of.
- B. No trash, garbage, or other waste material is to be placed or kept outside the entrance to a Unit or on its balcony or patio.
- C. Trash containers should be emptied regularly and kept clean for sanitary reasons and to prevent odors from being transmitted to other Units.
- D. The management company does not pick-up or dispose of trash, garbage, or other waste material for owners or occupants of Units. Instead, the residents of each Unit are required to deposit their own accumulated trash, garbage, and other waste material in the dumpsters located at the end of Buildings A and B.
- E. The dumpsters within the development are for the exclusive use of Unit owners and occupants. Under no circumstances is trash from other locations to be deposited in one of The Point's dumpsters.

**X. RENTALS AND LEASES**

- A. An owner is obligated under these Rules, Regulations and Guidelines to provide the Association with the name and contact information of persons who will be occupying that owner's Unit by virtue of a lease agreement or rental contract, or who is otherwise allowed to use that owner's Unit for extended periods of time. Included shall be a description and license plate number for all vehicles owned or to be operated by tenants and/or guests while at The Point. A form which is to be used for this purpose is available from the management company.
- B. Persons who lease or otherwise occupy a Unit, their family members, and guests are required to comply with the provisions of the Condominium Declaration of The Point at Walden and these Rules, Regulations and Guidelines.
- C. It is the responsibility of an owner who rents or leases his/her Unit or allows it to be occupied by persons other than members of his/her immediate family to provide a copy of these Rules, Regulations and Guidelines to the tenants or other occupants.
- D. Owners are required to inform any real estate broker/agent they might subsequently engage for the purpose of selling or leasing his/her Unit of these Rules, Regulations and Guidelines with the understanding that they are to become an integral part of the lease or rental agreement, or sales contract.

**XI. MAINTENANCE AND REPAIRS**

Owners have a responsibility to repair, maintain, replace, and otherwise keep their units in a safe and acceptable condition. All such work is subject to the following conditions and guidelines, as well as to the "Rules Regarding the Modification, Improvement and/or Repair of Units" dated March 19, 2007, "Part B of the Application Guidelines" dated March 19, 2007, and Section XIII of these Rules, Regulations and Guidelines dated March 19, 2007.

- A. The owner of a Unit is responsible for any damage to his/her Unit, other Units, the Common Elements or Limited Common Elements resulting from the malfunction of the air-conditioning unit serving the owner's Unit or any plumbing or drain line connected thereto. Accordingly, owners should have his/her air-conditioning unit serviced regularly by a qualified HVAC service man. It's further recommended that a float switch be installed in the condensation collection pan that will shut down the air conditioner in the event the condensation collection pan is about to overflow.
- B. Replacement materials are required to be similar in type to the material being replaced and shall be of equal or greater quality. This does not apply to wallpaper, drapes, paint color and the like inside a Unit.

**XII. MODIFICATIONS AND IMPROVEMENTS**

Some proposed modifications and alterations (see below) may be approved by the Board so long as they conform to the special provisions set forth in Part B of the Application Guidelines dated March 19, 2007. All necessary application forms and instructions are available from the management company. Other proposed modifications and alterations may, however, exceed the ability of the Board to properly evaluate the impact

such modifications might have on the buildings, therefore, it's required that they be assessed and approved by a qualified structural engineer engaged by the owners before being submitted to the Board for review and final approval. In this regard, all related engineering costs shall be for the account of the owner requesting the changes. Before issuing final approval, the Board reserves the right to have the builder and his associates review the design, plans, etc., prepared by the owner's engineer to assure they meet the warranty requirements of the builder. The builder may assess a charge for this service, the amount of which may vary depending on how involved and extensive the proposed changes may be.

All work to be performed is subject to the following conditions and guidelines, as well as to the "Rules Regarding the Modification, Improvement and/or Repair of Units" dated March 19, 2007 and Section XIII of these Rules, Regulations and Guidelines dated March 19, 2007.

**A. Ceiling Fans on Patios and Balconies**

Fans are permitted in the ceilings over a balcony or patio area subject to the following:

1. fans installed on balconies and patios must be rated for outdoor use; a fan rated only for use indoors is prohibited;
2. existing fans in the ceilings over balcony or patio areas that are not rated for outdoor use must be removed; if replaced, the replacement fan must be rated for outdoor use;
3. the color and design of ceiling fans to be installed in the ceilings of balconies and patios of Units must be approved in writing by the Board prior to installation; the color of a fan is typically required to be white;
4. building codes provide that no part of a fan (including an integral light fixture) shall be located nearer to the floor of the patio area or balcony than seven (7) feet;
5. fans must be installed by either a licensed electrician or a person trained to install fans.

**B. Sun Shades**

Sun shades are not permitted.

**C. Floor Coverings**

**1. Balconies and Patios**

- a) The installation of natural or man-made tile, brick, slate, rock, stone, or similar type product on a balcony or in a patio area is strictly prohibited. Any tile, slate, rock or stone, etc., installed on a balcony or in a patio area after the effective date of these rules is in violation of this Rule and shall be required to be removed and the surface repaired to its original condition at the owner's expense.
- b) No rug, carpet, bamboo/rattan/hemp mat or similar type product shall be adhered to the surface of a balcony or patio with glue, cement or any other type of adhesive. Any rug, carpet, bamboo/rattan/hemp mat or the like that is adhered to the surface of a balcony or patio with glue, cement or any other type of adhesive after the effective date of these rules is in violation of this Rule and shall be required to be removed and the surface repaired to its original condition at the owner's expense.
- c) A rug, carpet, bamboo/rattan/hemp mat or the like that is not adhered with glue, cement or any other type of adhesive may be temporarily used in a balcony or patio area. To prevent water from pooling under temporary rugs, carpets, mats, etc., and/or prevent water from being absorbed by them that could eventually soak through and penetrate the concrete deck, thereby, causing damage to the support trusses, any temporary rugs, carpets, mats, etc., are to be removed and stored when not in use.

**2. Second and Third Floor Units**

The installation of ceramic tile or tile like products, carpeting, vinyl tile, linoleum, woodlaminates and other lightweight floor coverings may be installed on any floor within a Unit, subject to the following conditions:

- a) tile shall not be more than 5/16" thick;

- b) all hard surface flooring, such as but not limited to tile or tile like products, to be installed on second and third floor units first requires the installation of an acoustic underlayment to serve as a sound barrier. Examples of acceptable acoustic underlayments include, but are not limited to: Impacta by Sound Seal and Nobleseal by Noble Company;
- c) the combined weight of any new floor covering, adhesive, grout and acoustic underlayment shall not exceed six pounds (6 lbs.) per square foot after allowing for the weight of the old floor covering being replaced.

3. Ground Floor Units

As ground floor units rest directly on the ground or, as in the case of units over the garage in Building B, are supported by concrete beams, they are not subject to any weight limitations.

D. Countertops

Stone, marble, granite and similar natural or man-made countertop materials are permitted so long as the material is not more than ¾" thick and the material is applied only to the countertop area as originally designed (i.e., the countertop area is not enlarged).

E. Other Modifications Or Improvements

- 1. No owner or occupant of a Unit may alter, improve, paint, decorate or otherwise modify the Common Elements, Limited Common Elements or the exterior of a Unit, including a balcony or patio area, without the prior written consent of the Board.
- 2. No owner or occupant of a Unit shall undertake any work or do any thing that might result in a negative impact on the structural integrity of a building or any portion thereof.

XIII. Contractor Guidelines and Responsibilities

- A. All work to be performed within a Unit, its balcony or patio area shall be performed by qualified, reputable contractors and is to be carried out in a good and workmanlike manner;
- B. Contractors engaged by an owner to perform maintenance or repair work, or to make improvements to the owner's Unit are required to maintain comprehensive general liability insurance and, if applicable, worker's compensation insurance. In this regard, the minimum amount of insurance required shall match the liability limits carried by the Association. The owner is required to provide evidence of the insurance maintained by his/her contractor to the Association prior to the commencement of any work.
- C. Replacement materials are required to be similar in type to the material being replaced and shall be of equal or greater quality. This does not apply to wallpaper, drapes, paint color and the like inside a Unit;
- D. The owner or occupant of a Unit is required to notify the Association's management company of the name and contact information for any contractor engaged to perform work or provide a service within that Unit. Information is also required regarding the purpose for which the contractor has been engaged and the anticipated duration of that work;
- E. Contractors are required to register daily at the management company office as soon as they arrive on site at the development. A list of employees authorized to be at the jobsite must be provided each day;
- F. Except for emergency repairs, no loud construction activity, such as, but not limited to, hammering or the use of power tools, i.e., saws, routers, joiners, planners, nail guns, etc., shall take place before the hours of 8:00 a.m. or after 6:00 p.m. This applies to work being performed by owners/occupants as well. For this purpose, "emergency repairs" refers to any work that, unless done without delay, poses an imminent risk of damage to the Unit, other Units, Common Elements or Limited Common Elements or the risk of possible harm to a resident, guest, etc.;
- G. All construction materials and equipment temporarily stored or in use outside a Unit must be removed each day before dark. This includes, but is not limited to lumber, sheet rock, carpeting or other floor covering, electrical wire and conduit, fixtures, saws, etc.; and
- H. Work sites must be kept clear of waste, debris, dust, unused tools and equipment, etc., for appearance and to avoid injury.

XIV. ENFORCEMENT POLICY

The Board has adopted the following Enforcement Policy regarding charges for property damage and the

assessment of fines and penalties for violations of the governing documents for The Point at Walden. Fines will be progressive for repeat violations.

**A. Interest and Late Fees**

**1. Common Expense Charges**

Common Expense Charges, i.e., monthly maintenance fees, are due and payable on the first business day of each month. They will be considered delinquent if not received on or before the day when due and shall be subject to interest, late fees and penalties as follows:

- a) A late fee in the amount of \$25 will be assessed for each delinquency;
- b) If an assessment is not paid within 15 days of its due date (i.e., first business day of the month), all assessments for the balance of the year are to become due and payable at that time;
- c) Interest at current bank rates for personal loans will be assessed against the unpaid balance of an Owner's account dating back to the date they first became delinquent and will continue to accrue until such time as the account has been brought up to date.

**2. Special Assessments**

Special Assessments shall be payable on or before ten (10) days from the date of the notice of the special assessment or invoice thereof. They will be considered delinquent if not received on or before the date when due and shall be subject to interest, late fees and penalties as follows:

- a) A late fee in the amount of \$25 will be assessed;
- b) Interest at current bank rates will be applied to the unpaid balance of the special assessment dating back to the date they first became delinquent and will continue to accrue until such time as they have been paid in full.

Note: The authority for assessing such fees and penalties is found in Article IV, Sections 4.3 and 4.4 of the Condominium Declaration for The Point and also in Article III, Section 3.13, Part (1) and Article XI, Section 11.01 of the By-Laws.

**B. Fines and Penalties for Rule/Regulation Violations**

1. The first time a violation of a rule/regulation occurs, a fine of \$25 will be imposed;
2. An additional fine of \$10 will be levied for each additional day that the violation continues after having been brought to the attention of the owner/occupant of the Unit;
3. Unless resolved, this daily penalty is cumulative and will continue until the end of the calendar year at which time any unpaid portion of the fine will be factored into that owner's "assessment" for the coming year;
4. Should the violation continue into a new calendar year, the penalty procedure will start over on January 1 of the new year with an initial fine of \$25 and \$10 for each day thereafter, until the violation is resolved;
5. If the violation for which a fine has been levied is resolved, but then later recurs (i.e., is repeated) within twelve (12) months of the date of the original infraction, the owner/occupant shall be subject to a new, increased fine in the amount of \$50.00, plus \$10 for each additional day that the violation continues;
6. For each repeated violation of the same or similar rule/regulation after having been resolved, the amount of the fine will be increased in increments of \$25.00, (i.e., \$75, \$100, etc.), plus \$10 for each additional day that the violation continues;
7. Unless resolved, this cumulative daily penalty will continue until the end of the calendar year, at which time any unpaid portion of the fine will be factored into the owner's "assessment" for the coming year;
8. This procedure for levying progressive fines and cumulative daily charges will continue for each successive year until such time as the problem is finally resolved.
9. Unit owners may request a hearing before the Board to contest charges of rule violation no later than ten (10) calendar days following the date of the notice

**C. Returned Check Policy**

Owner or occupants will be charged a \$25 fee for each returned check.

**D. Warning Notices**

1. As a courtesy, owners will receive a warning letter from the Management Company each time a violation of the Rules and Regulations occurs. The letter will identify the specific rule(s) being violated and the date the violation was first discovered or reported.
2. The owner will be given five days from the date of the warning letter to correct the violation.
3. Should they fail to do so, a second warning letter will be sent.
4. If, after five days from the date of the second warning letter, the owner has still failed to correct the problem, they will be sent a third letter notifying them that a fine has been imposed retroactive to the date the violation was first discovered/reported and the number of days for which an additional daily charge has been imposed.

**E. Damage to Common Elements and/or Limited Common Elements**

Owners and/or occupants are responsible for the repair of any damage to the Common Elements and/or Limited Common Elements caused by them, members of their families, guests, visitors or workers engaged by them.

1. Before a Unit owner or occupant is charged for any damage to the Common Elements and/or Limited Common Elements, they will be provided written notice no later than ten (10) days from the date the damage occurred that fully describes the damage for which they are considered liable and, if possible, an estimate of what it will cost to properly repair the damaged property or equipment;
2. Unit owners may request a hearing before the Board to contest the damage charge no later than fifteen (15) calendar days following the date of the notice;
3. Unit owners (or occupants) will be given reasonable opportunity, as determined by the Board, to correct the damage for which they are at fault in order to reduce or avoid a charge from being imposed. Failure to do so within the time allotted will result in the Board taking whatever action is necessary to repair the damage and invoice the owner or occupant accordingly.
4. All unpaid repair costs will be factored into the owner's "assessment account" and be secured by the Council's lien.

**XV. Right to Vote**

- A. As provided for in Section 4.4 of the Condominium Declaration for The Point at Walden, in order for an Owner to be able to vote, the Common Expense Charges, i.e., monthly maintenance fees, must be current for that Unit;
- B. As provided for in Section 3.4 of the Condominium Declaration for The Point at Walden, in the event of joint ownership of a Unit, only one person may cast that Unit's vote. Accordingly, a notice must be on file with the Management Company prior to any election or vote that stipulates who is authorized to cast that Unit's vote (this does not apply to a Unit owned by a husband and wife).

**XVI. Board Meetings**

- A. The Texas Uniform Condominium Act requires that meetings of the Board of Directors of a condominium association be open to its members;
- B. Notices of upcoming Board Meetings will be announced in Management Company newsletters, by a letter from the Board and/or posted on the office window in Building "A", along with a proposed agenda. In this regard, as much lead time as possible will be provided;
- C. Normal business transacted at a Board meeting is to be discussed in an open meeting, subject to the right of the Board to adjourn and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board;
- D. Although owners have the right to attend Board meetings, they do not have the right to participate or be disruptive. In other words, owners are only entitled to attend and observe;
- E. Owners sometimes intentionally or unintentionally disrupt Board meetings by making comments and/or asking questions. If an owner will not comply with requests to be quiet, the Board has the prerogative of adjourning the meeting until a later time.

**Part B - Special Provisions**

Requests for modifications and improvements in the following categories may be granted by the Board or management company acting with the Board's authority subject to the conditions and restrictions indicated herein. Requests for all other alterations and modifications will need to be supported with designs, plans, written assessments, etc., from qualified structural engineering firms and/or consultants.

1. Flooringa. Balconies and Patios

- 1) The installation of natural or man-made tile, brick, slate, rock, stone, or similar type product on a balcony or in a patio area is strictly prohibited. (Refer to Section XII of the Rules, Regulations and Guidelines for The Point at Walden.) Any tile, slate, rock or stone, etc., installed on a balcony or in a patio area after the effective date of these rules is in violation of this Rule and shall be required to be removed and the surface repaired to its original condition at the owner's expense;
- 2) No rug, carpet, bamboo/rattan/hemp mat or similar type product shall be adhered to the surface of a balcony or patio with glue, cement or any other type of adhesive. (Refer to Section XII of the Rules, Regulations and Guidelines for The Point at Walden.) Any rug, carpet, bamboo/rattan/hemp mat or the like that is adhered to the surface of a balcony or patio with glue, cement or any other type of adhesive after the effective date of these rules is in violation of this Rule and shall be required to be removed and the surface repaired to its original condition at the owner's expense.

Note: Rugs, carpets, bamboo/rattan/hemp mats or the like that are not adhered with glue, cement or any other type of adhesive may be temporarily used in balcony or patio areas. To prevent water from pooling under temporary rugs, carpets, mats, etc., and/or prevent water from being absorbed by them that could eventually soak through and penetrate the concrete deck, thereby, causing damage to the support trusses, any temporary rugs, carpets, mats, etc., are to be removed and stored when not in use.

b. Second and Third Floor Units

- 1) The installation of ceramic tile or tile like products, carpeting, vinyl tile, linoleum, wood laminates and other lightweight floor coverings may be installed on any floor within a Unit, subject to the following conditions:
  - a) tile shall not be more than 5/16" thick;
  - b) all hard surface flooring, such as but not limited to tile or tile like products, to be installed on second and third floor units first requires the installation of an acoustic underlayment to serve as a sound barrier. Examples of acceptable acoustic underlayments include, but are not limited to: Impacta by Sound Seal and Nobleseal by Noble Company; and
  - c) the combined weight of any new floor covering, adhesive, grout and acoustic underlayment shall not exceed six pounds (6 lbs.) per square foot after allowing for the weight of the old floor covering being replaced.

c. Ground Floor Units

- 1) As ground floor units rest directly on the ground or, as in the case of units over the garage in Building B, are supported by concrete beams, they are not subject to any weight limitations.

2. Countertops

Stone, marble, granite and similar natural or man-made countertop materials are permitted so long as the material is not more than 3/4" thick and the material is applied only to the countertop area as originally designed (i.e., the countertop area is not enlarged).

3. Shades on Patios and Balconies

Sun shades are not permitted.

4. Ceiling Fans on Patios and Balconies

Fans are permitted in the ceilings over a balcony or patio area subject to the following:

- a) fans installed on balconies and patios must be rated for outdoor use; a fan rated only for use indoors is prohibited;
- b) existing fans in the ceilings over balcony or patio areas that are not rated for outdoor use must be removed; if replaced, the replacement fan must be rated for outdoor use;
- c) the color and design of ceiling fans to be installed in the ceilings of balconies and patios of Units must be approved in writing by the Board prior to installation; the color of a fan is typically required to be white;
- d) building codes provide that no part of a fan (including an integral light fixture) shall be located nearer to the floor of the patio area or balcony than seven (7) feet; and
- e) fans must be installed by either a licensed electrician or a person trained to install fans.

5. Construction Phase

- a) All work to be performed within a Unit, its balcony or patio area shall be performed by qualified, reputable contractors and is to be carried out in a good and workmanlike manner;
- b) Replacement materials are required to be similar in type to the material being replaced and shall be of equal or greater quality. This does not apply to wallpaper, drapes, paint color and the like inside a Unit;
- c) The owner or occupant of a Unit is required to notify the Association's management company of the name and contact information for any contractor engaged to perform work or provide a service within that Unit. Information is also required regarding the purpose for which the contractor has been engaged and the anticipated duration of that work;
- d) Contractors are required to register daily at the management company office as soon as they arrive on site at the development. A list of employees authorized to be at the jobsite must be provided each day;
- e) Except for emergency repairs, no loud construction activity, such as, but not limited to, hammering or the use of power tools, i.e., saws, routers, joiners, planners, nail guns, etc., shall take place before the hours of 8:00 a.m. or after 6:00 p.m. This applies to work being performed by owners/occupants as well. For this purpose, "emergency repairs" refers to any work that, unless done without delay, poses an imminent risk of damage to the Unit, other Units, Common Elements or Limited Common Elements or the risk of possible harm to a resident, guest, etc.;
- f) All construction materials and equipment temporarily stored or in use outside a Unit must be removed each day before dark. This includes, but is not limited to lumber, sheet rock, carpeting or other floor covering, electrical wire and conduit, fixtures, saws, etc.; and
- g) Work sites must be kept clear of waste, debris, dust, unused tools and equipment, etc., for appearance and to avoid injury.

March 19, 2007

***The Point at Walden*****Application for Modification/Improvement/Repair of Units**  
(See attached Guidelines)

Owner's Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of Unit to be altered, modified or repaired: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Scope of work for which approval is sought:

Attach drawings and/or sketches of work to be done and, where applicable, color images and data sheets for materials to be used. Add additional sheets as may be necessary. In addition, provide samples of materials to be used.

- In addition to being notified of approval by mail, I would like to receive notification by phone/fax at: \_\_\_\_\_
- Permission is granted to members of the Board of Directors to enter my property in conjunction with this application to inspect prior to, during and/or at completion of project.
- I certify that all replacement materials being used are equal to or greater in quality than those being replaced.
- I agree that, once approved, no deviation from scope of work or materials to be used covered in this application will take place without written authorization from the Board of Directors.
- I further agree that any contractor, firm or individual that I engage to perform the work described herein will be qualified/licensed/certified and carry comprehensive general liability and workman's compensation insurance and will provide a copy of said policy to the management company at start of construction.
- I hereby certify that the scope of work requested in this application conforms to the conditions set forth in: 1) Condominium Declaration for The Point at Walden; 2) Part B of the Application Guidelines, particularly with respect to the weight limitations established therein; 3) Rules, Regulations and Guidelines for The Point at Walden; and 4) the Walden Community Improvement Association (WCIA) Board Policy Manual.

**For Units on 2<sup>nd</sup> and 3<sup>rd</sup> floors only:**

- I certify that any new floor coverings to be installed, including but not limited to ceramic tile and tile like products, will not exceed a maximum weight of 6"/sq.ft. when installed.
- I certify that any new granite, stone, marble, etc., countertop to be installed will be no more than ¾" thick and will cover an area no greater than that which is being replaced.

\_\_\_\_\_  
 Date Submitted

\_\_\_\_\_  
 Owner's Signature



**The Point at Walden Condominiums**

**OWNER CERTIFICATION OF COMPLETION  
OF MODIFICATION, IMPROVEMENT, OR REPAIR TO UNIT**

I, \_\_\_\_\_, owner or agent of unit # \_\_\_\_\_, located at The Point at Walden Condominiums, 12800 Melville Drive, Montgomery, Texas, do hereby certify that the modifications, improvements and/or repairs as described in the previously approved application packet have been made to the above referenced Unit. I further certify that the scope of work and materials utilized in said modification, improvement and/or repair are the same as those described in the approved application packet, and conform fully to the conditions set forth in: 1) Part B of The Point's Application Guidelines and do not exceed the weight limitations established therein; 2) the Rules, Regulations and Guidelines for The Point at Walden Condominiums; and 3) the Walden Community Improvement Association (WCIA).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## The Point at Walden Architectural Review Guidelines

The purpose of the architectural review/approval process is to ensure that no modifications or improvements are made to the Units that could negatively impact the structural integrity of the buildings and the safety of the owners and guests. Also, to ensure that architectural harmony is maintained. The architectural review/approval process requires that owners submit plans for proposed repairs, modifications or improvements to the Board through the management company for review and approval prior to the start of any work. Owner's plans may be submitted to the builder and their structural engineers for additional evaluation. This evaluation, if required, would be at owner's expense.

### Part A - Application Procedures

Following are the steps necessary to complete and submit an application for the modification, improvement or repair of a Unit for approval:

- Application kits may be obtained from The Point at Walden - Office located in Bldg. A, 12800 Melville Drive, Montgomery, TX, 77356; IMC, 3500 W. Davis, Ste 280, Conroe, TX 77304; or by calling: 936/582-4116 or 936/756-0032 to have one mailed.
- Read the Condominium Declaration for The Point, Part B-Special Provisions of these Guidelines, plus the Rules, Regulations and Guidelines as they apply to alterations, modifications, improvements, and/or repairs being requested for the unit(s), particularly with respect to restrictions that may apply.
- Should clarification be required regarding the restrictions and/or interpretation of the guidelines, contact the property management company at 936/756-0032 or by email at: [sdurham@consolidated.net](mailto:sdurham@consolidated.net)
- Complete the application form by providing complete details regarding the scope of work for which approval is being sought in the space provided on the form. Attach drawings or sketches of work to be done and, where applicable, color images and/or data sheets for materials to be used. In addition, provide samples of materials to be used. Attach additional pages as required.
- Attach any and all supplemental materials specified in the guidelines. This includes samples of materials to be used. Some projects may also require professional drawings and/or engineering studies. When in doubt, seek clarification from the property management company.
- Applications, along with the required supplemental materials, may be delivered to the Management Office at The Point or mailed to the following address:

The Point at Walden  
3500 West Davis Road, Suite 280  
Conroe, Texas 77304

Note: Office hours at The Point are from 9 AM – 5 PM, Tuesday through Friday, and 9 AM – 1 PM on Saturdays.

- The management company will acknowledge the receipt of each application by regular mail.
- The management company will review each application to determine if the information provided is sufficient for architectural review. If not, applicants will be asked to provide additional information.
- Acceptable requests will be reviewed by the Board within 15 calendar days of receipt whenever possible.
- In some instances, it may be necessary for the Board or its Agent to visit the unit to be modified in order to gain a better perspective and appreciation for the merits of the request.
- The Board may approve, approve with stipulations, disapprove, or defer its decision on the application.
- A letter announcing the Board's decision will be sent via regular mail on the first work day after a decision is reached. Applicants may also request verbal notification of the Board's decision by checking the appropriate block on the application form. When a decision is reached, the property management company will call the applicant the first work day after a decision is reached to inform the applicant of the results.
- Certificates of Completion will also be required from Owners upon completion of the project.

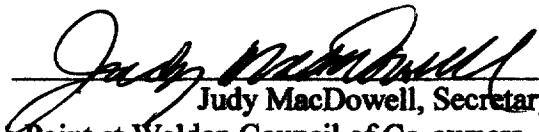
Architectural Review Guidelines  
Effective date: March 19, 2007

**CORPORATE SECRETARY'S CERTIFICATE**  
**THE POINT AT WALDEN COUNCIL OF CO-OWNERS**

The undersigned certifies that she is the duly appointed and acting Secretary of The Point at Walden Council of Co-owners, Inc. (the "Association"). The Association is the property owner's association for The Point at Walden in Montgomery County Texas.

The Association is a Texas nonprofit corporation, and a true and correct copy of the Association's Rules and Regulations are attached to this certificate.

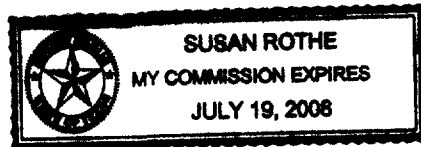
Signed this 5 day of ~~October~~ <sup>MAY</sup> 2007.


  
Judy MacDowell, Secretary of  
The Point at Walden Council of Co-owners, Inc.

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed to before me on the 5 day of ~~October~~ <sup>MAY</sup> 2007, by Judy MacDowell.

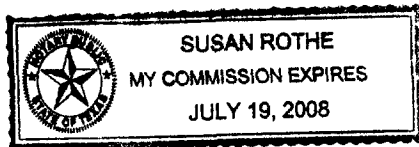


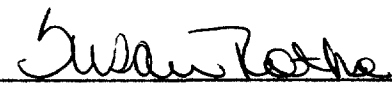
  
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 5 day of ~~October~~ <sup>MAY</sup> 2007, by Judy MacDowell, Secretary of The Point at Walden Council of Co-owners, Inc., a Texas non-profit corporation, on behalf of said corporation.



  
Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:**  
The Point at Walden Council of Co-owners, Inc  
3500 W Davis, #280  
Conroe, TX 77304

FILED FOR RECORD

07 MAY 25 AM 10:19

*Mark Turnbull*  
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 Real Property at  
Montgomery County, Texas.

MAY 25 2007



*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.