

2400 McCUE OWNERS ASSOCIATION, INC.

PRESIDENT'S CERTIFICATE

FILED
8/25/2010 8:00
Becky B. Hoffman
COUNTY CLERK
HARRIS COUNTY

I, the undersigned, do hereby certify:

- (1) I am the duly elected and acting president of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), and,
- (2) Attached hereto is a true and correct copy of the current Policies and Procedures for Moving of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 13 day of July, 2010.

2400 McCUE OWNERS ASSOCIATION, INC.

[Signature]
Mike Jarrar, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 13th day of July, 2010 by Mike Jarrar, President of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Michelle Molnoskey
Notary Public, State of Texas

When Recorded, Return to:
Hoover Slovacek LLP
P. O. Box 4547
Houston, TX 77210-4547

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Notice
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**COST ALLOCATION POLICY FOR WINDOW, FRENCH DOOR, AND BALCONY
REPAIRS FOR 2400 McCUE OWNERS ASSOCIATION, INC.**

20130566168
11/07/2013 RF2 \$32.00

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the 2400 McCue Owners Association, Inc. (the "Association") is empowered to make rules, regulations and policies governing the 2400 McCue Condominiums (the "Condominium") by virtue of the Declaration of Condominium 2400 McCue Condominiums (the "Declaration"), the Bylaws of 2400 McCue Owners Association, Inc. (the "Bylaws"), and chapter 82 of the Texas Property Code, Uniform Condominium Act ("TUCA") (collectively, the "dedicatory instruments");

WHEREAS, the Board of Directors for the Association (the "Board") recognized that there was/is some confusion among unit owners regarding the distinction between common elements and limited common elements specifically as it pertains to whether or not certain repairs of these elements would be covered by the Association or specially-assessed to affected unit owners;

WHEREAS, the Board desires to create a policy, subject to its rulemaking authority found within the Condominium's dedicatory instruments, to address the cost-sharing of certain repairs made to windows, French doors and/or balconies, said items being common or limited common elements located in and around affected unit owner's residences;

NOW, THEREFORE, BE IT RESOLVED, that the following "Cost Allocation Policy for Window, French Door, and Balcony Repairs for 2400 McCue Owners Association, Inc." (the "Policy") is hereby adopted by the Board for the purpose of allocating and assessing costs of repairs made to windows, French doors and/or balconies in and around affected units within the Condominium:

I. Limited Common Elements


Limited Common Elements are described in Section 5.(b) of the Declaration of Condominium for 2400 McCue Condominiums as follows:

5.(b) Description of Limited Common Elements

The Limited Common Elements are parts of the Common Elements which serve exclusively a single Unit or less than all of the Units as an inseparable appurtenance thereto, as designated as such in this Declaration or the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved exclusively for or for the use of one or more Units and not others. The Limited Common Elements appertaining to, or

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 6/3/2015
Stan Stanart, County Clerk
Harris County, Texas


Doris A. Ashby Deputy



designated or reserved for or for the use of, or serving any Unit (alone in or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit.

2. Obligation to Allocate and Pay for Expenses of Repair made to Individual Units

8.(a)(iv) Cost Expended for Individual Units

The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, approved interior structural alterations or taxes provided or paid for particular Units shall be specially assessed against the Unit and Unit Owners of the Unit benefited.

8.(a)(v) Special Services for Individual Units Prohibited

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience of any Unit Owner or Unit Owners, or any Occupant or Occupants, of any Unit other than services which may be customarily available, with or without charges therefor, to all Units.

9.(b) Obligation to Pay and Allocation of Liability for Common Expenses

(ii) The Board shall have the power to levy special assessments against Units as in its discretion it shall deem appropriate. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.


(iii) Any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially assessed equitably among all of the Units that are benefited according to the benefit received. Except for expenses for maintenance, repair or replacement of Limited Common Elements that may be specially assessed, expenses incurred for the maintenance, repair, or replacement of Common Elements shall not be specially assessed.

3. Cost Allocation for Window, French Door, and Balcony Repair/Replacement

For purposes of this section, "windows" refers to any exterior window(s) affixed to a unit within the Condominium. "Doors" or "French Doors" refers to the door(s) installed on the exterior of a unit that are located on either a traditional balcony and/or "Juliet" balcony, and do not include any doors that may be affixed to a unit that are located within an interior hallway and/or walkway.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 6/3/2015
Stan Stanart, County Clerk
Harris County, Texas


Deputy
Doris A. Ashby



The Association will pay **all expenses** for repairs associated with water leaks on windows and doors in affected units. When these items are no longer repairable and need replacement, the affected unit owner will pay 40% of the replacement cost for any window or door requiring replacement. The Board in its discretion will determine when a particular window or door cannot be repaired and must be replaced instead.

The Association will pay 100% of all balcony repairs and/or replacements, regardless of type (traditional load-bearing or "Juliet"), because the balcony is classified as a structural common element not subject to cost allocation to individual units.

4. Owner Maintenance Requests and Inspections for Repair/Replacement

A unit owner who suspects that there is damage to a window, door or balcony must contact the management office in person or in writing to schedule an inspection. Once the management office receives a request, that request is reviewed and all applicable repairs are considered. The management office will then send a member of the maintenance staff to the affected unit to assess the damages, if any, and make a determination on the relative severity of those damages, if found. If applicable, a third-party contractor may be consulted to explain the full scope of the work to be performed in any repair. The cost of this consultation, if any, will be allocated between the Association and affected unit owner per Section 3 of this Policy.

Maintenance requests will be handled in the order of receipt and ranked by severity for scheduling purposes. The Board will be notified of each request received by the management office, and the Board must approve the repair/replacement estimate prior to the start of repair, regardless of who performs the work (maintenance staff or third-party contractor).

5. Unit Owner Consent & Payment Timeline

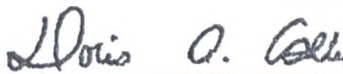
Affected unit owners will be provided with an estimate that includes the scope of repair and/or replacement and the total costs associated with each option as applicable. Prior to repair and/or replacement commencing, the estimate must be signed by the affected unit owner indicating their consent to the charges, assessable pursuant to Section 3 of this Policy.

Window and/or Door replacements will require the affected unit owner to tender a deposit equal to 40% of the replacement costs payable to the Association prior to the commencement of the replacement work. The Association will pay the remaining 60% balance of the replacement costs upon the conclusion of the replacement work.

6. Effect of Nonpayment for Repair/Replacement Costs by a Unit Owner

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 6/3/2015
Stan Stanart, County Clerk
Harris County, Texas


Deputy
Doris A. Ashby



Pursuant to Section 8 of the Declaration, any charges for repair and/or replacement that are allocated to an affected unit owner per Section 3 of this Policy but not paid by the affected unit owner, shall become a special assessment levied against the unit which is secured by the assessment lien provided for in the Declaration in favor of and enforceable by the Association.

EXECUTED ON this 11th day of October, 2013.

Director

Chili-Pi Mar

Director

John Stan

Director

RP 089-46-0107

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy

Attest: 6/3/2015

Stan Stanart, County Clerk

Harris County, Texas

Doris A. Ashby

Deputy

Doris A. Ashby



**CERTIFICATE TO AUTHENTICATE COST ALLOCATION POLICY FOR
WINDOW, FRENCH DOOR, AND BALCONY REPAIRS FOR
2400 McCUE OWNERS ASSOCIATION, INC.**

I, the undersigned, do hereby certify:

1. I am the duly-elected and acting President of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), and,
2. Attached hereto is a true and correct copy of the Cost Allocation Policy for Window, French Door, and Balcony Repairs for 2400 McCue Owners Association, Inc. (the "Policy").

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 11th day of October, 2013.

2400 McCue Owners Association, Inc.
a Texas non-profit corporation


Helene Sterns, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th day of October, 2013, by Helene Sterns, President of the 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas



After recording, please return to:


NORTH LAW, P.C.
1010 Lamar, Suite 1500
Houston, Texas 77002

2400 McCue Owners Association, Inc.
Cost-Allocation Policy for Window, French door, and Balcony Repairs

Page 5 of 5

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 6/3/2015
Stan Stanart, County Clerk
Harris County, Texas


Deputy
Doris A. Ashby



RP 089-46-0109

FILED FOR RECORD
8:00 AM

NOV -7 2013

Stan Stanart
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

NOV -7 2013



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 6/3/2015
Stan Stanart, County Clerk
Harris County, Texas

Doris A. Ashby
Deputy
Doris A. Ashby



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Notice
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AFFIDAVIT TO AUTHENTICATE
RESOLUTION ESTABLISHING WORKING CAPITAL FEE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Pam Collier, Community Manager and Agent for 2400 McCue Owners Association, Inc., known to me and *ICL* who being by me duly sworn, upon oath, deposes and states:

“My name is Pam Collier. I am above the age of eighteen years and am fully competent to make this Affidavit. I am the Community Manager and Agent for 2400 McCue Owners Association, Inc. (the “Association”), a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein, and I am fully authorized to make this Affidavit in behalf of the Association.

In my capacity as Community Manager for the Association, I am, in part, responsible for maintaining some of the Association’s business records. I have reviewed the Association’s business records and the statements below are within my personal knowledge true and correct.

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

The record(s) attached hereto are the original or exact duplicates of the original. A list of these records is as follows:

- (1) Resolution Establishing Working Capital Fee.”

FURTHER AFFIANT SAYETH NOT.

HP 894-64-0199

Pam Collier

Pam Collier
Community Manager and Agent
2400 McCue Owners
Association, Inc.

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SIGNED AND SWORN TO BEFORE ME, on this 2nd day of April, 2015.



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

RP 094-64-0200

2400 McCUE OWNERS ASSOCIATION, INC.

RESOLUTION ESTABLISHING WORKING CAPITAL FEE

WHEREAS, the Board of Directors of the 2400 McCue Owners Association, Inc. ("Association"), held a duly-notice and duly-held meeting on the 13 day of December, 2014; and

WHEREAS, the Board of Directors determined that the annual budget consistently experiences deficits regarding reserve funds needed to service the Common Expenses of the Association, including such capital costs as equipment and other machinery necessary to operate the Condominium; and

WHEREAS, the Board of Directors determined that, pursuant to the Declaration of Condominium for 2440 McCue Condominiums ("Declaration"), a "working capital fee" ("Working Capital Fee") can be created and imposed upon new Owners of Units (as those terms are defined in the Declaration) to create a "working capital fund" ("Fund") needed to cure any deficits in the Common Expenses for a prior year, including the purchases of additional equipment and/or services, necessary to effect any purpose or requirement of the Association; and

WHEREAS, the Board of Directors determined that adoption of such a Working Capital Fee and Fund would be appropriate and in accordance with, inter alia, Texas Property Code, §82.112(f), et seq. and the dedicatory instruments of the Association, namely, §9(c)(ii) of the Declaration; and

WHEREAS, during the course of business, a vote of the Board of Directors was taken to approve adoption of the proposed Working Capital Fee and Fund; and

WHEREAS, upon review of the votes cast for the above proposal, it was determined that the Working Capital Fee and Fund were passed by a vote of the Board of Directors; NOW, THEREFORE,

RP 094-64-0202

BE IT RESOLVED, that the Association, acting by and through its Board of Directors, shall immediately implement the Working Capital Fee and create the Fund to be included as a budgetary line item in the year of execution of said Fee and Fund, and for all budgetary years thereafter; and


BE IT FURTHER RESOLVED, that the Association, acting by and through its Board of Directors, hereby establishes the Fund by requiring all new Owners purchasing a Unit within the Condominium to pay into the Fund at or upon closing of their Unit, an amount equal to two (2) full months of assessments against the Unit based on the annual budget so adopted and in effect at the time of purchase. This payment will not be considered an advance on regular assessments levied against any Unit. Any Owner who purchased their Unit before the effective date of this Resolution is exempt from the Working Capital Fee unless said Owner purchases an additional Unit in the Condominium; and

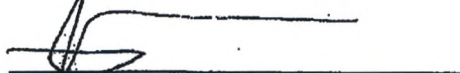
BE IT FURTHER RESOLVED, that this Resolution will be filed with the real property records of Harris County, Texas, pursuant to the requirements of Texas Property Code §§202.001 and 202.006; and

BE IT FURTHER RESOLVED, that this Resolution be published to the membership in the customary manner or method used for similar correspondence such that each lot owner is calculated to have received notice of the Resolution, the Working Capital Fee and Fund.

IN WITNESS WHEREOF, the undersigned have executed this Resolution on the 3rd day of March, 2015.


Siju Odeneye, President


Helene Sterns, Secretary/Treasurer
sterns


Ose Okojie, Vice President

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

2400 McCUE OWNERS ASSOCIATION, INC.

CERTIFICATE TO AUTHENTICATE
RESOLUTION ESTABLISHING WORKING CAPITAL FEE

I, the undersigned, do hereby certify:

1. I am the duly-elected and acting President of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), and,
2. The "Resolution Establishing Working Capital Fee" was approved by the Board of Directors of the Association as indicated at a duly-noticed and duly-held meeting of the Board as required by the Declaration of Condominium for 2400 McCue Condominiums and in accordance with all applicable state law.

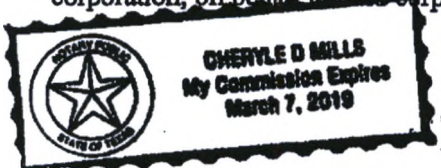
IN WITNESS WHEREOF, I have hereunto subscribed my name on this 3rd day of March, 2015.

2400 McCue Owners Association, Inc.
a Texas non-profit corporation


Siju Odeneve, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3 day of March, by Siju Odeneve, President of the 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

After recording, please return to:

NORTH LAW, P.C.
1010 Lamar, Suite 1500
Houston, Texas 77002

RP 094-64-0203

RP 094-64-0204

FILED FOR RECORD
8:00 AM

MAY -4 2015

Star Stewart
County Clerk, Harris County, Texas

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

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

MAY -4 2015



Star Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2400 McCUE OWNERS ASSOCIATION, INC.

RESOLUTION ESTABLISHING WORKING CAPITAL FEE

WHEREAS, the Board of Directors of the 2400 McCue Owners Association, Inc. ("Association"), held a duly-notice and duly-held meeting on the 13 day of December, 2014; and

WHEREAS, the Board of Directors determined that the annual budget consistently experiences deficits regarding reserve funds needed to service the Common Expenses of the Association, including such capital costs as equipment and other machinery necessary to operate the Condominium; and

WHEREAS, the Board of Directors determined that, pursuant to the Declaration of Condominium for 2440 McCue Condominiums ("Declaration"), a "working capital fee" ("Working Capital Fee") can be created and imposed upon new Owners of Units (as those terms are defined in the Declaration) to create a "working capital fund" ("Fund") needed to cure any deficits in the Common Expenses for a prior year, including the purchases of additional equipment and/or services, necessary to effect any purpose or requirement of the Association; and

WHEREAS, the Board of Directors determined that adoption of such a Working Capital Fee and Fund would be appropriate and in accordance with, inter alia, Texas Property Code, §82.112(f), et seq. and the dedicatory instruments of the Association, namely, §9(c)(ii) of the Declaration; and

WHEREAS, during the course of business, a vote of the Board of Directors was taken to approve adoption of the proposed Working Capital Fee and Fund; and

WHEREAS, upon review of the votes cast for the above proposal, it was determined that the Working Capital Fee and Fund were passed by a vote of the Board of Directors; NOW, THEREFORE,

RP 094-64-0202

BE IT RESOLVED, that the Association, acting by and through its Board of Directors, shall immediately implement the Working Capital Fee and create the Fund to be included as a budgetary line item in the year of execution of said Fee and Fund, and for all budgetary years thereafter; and


BE IT FURTHER RESOLVED, that the Association, acting by and through its Board of Directors, hereby establishes the Fund by requiring all new Owners purchasing a Unit within the Condominium to pay into the Fund at or upon closing of their Unit, an amount equal to two (2) full months of assessments against the Unit based on the annual budget so adopted and in effect at the time of purchase. This payment will not be considered an advance on regular assessments levied against any Unit. Any Owner who purchased their Unit before the effective date of this Resolution is exempt from the Working Capital Fee unless said Owner purchases an additional Unit in the Condominium; and


BE IT FURTHER RESOLVED, that this Resolution will be filed with the real property records of Harris County, Texas, pursuant to the requirements of Texas Property Code §§202.001 and 202.006; and

BE IT FURTHER RESOLVED, that this Resolution be published to the membership in the customary manner or method used for similar correspondence such that each lot owner is calculated to have received notice of the Resolution, the Working Capital Fee and Fund.

IN WITNESS WHEREOF, the undersigned have executed this Resolution on the 3rd day of March, 2015.


Siju Odeneye, President


Helene Stearns, Secretary/Treasurer
sterns


Ose Okojie, Vice President

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

2400 McCUE OWNERS ASSOCIATION, INC.

**CERTIFICATE TO AUTHENTICATE
RESOLUTION ESTABLISHING WORKING CAPITAL FEE**

I, the undersigned, do hereby certify:

1. I am the duly-elected and acting President of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), and,
2. The "Resolution Establishing Working Capital Fee" was approved by the Board of Directors of the Association as indicated at a duly-noticed and duly-held meeting of the Board as required by the Declaration of Condominium for 2400 McCue Condominiums and in accordance with all applicable state law.

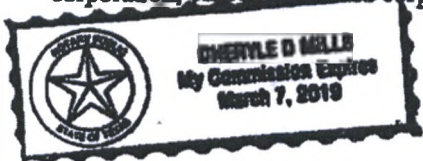
IN WITNESS WHEREOF, I have hereunto subscribed my name on this 3rd day of March, 2015.

2400 McCue Owners Association, Inc.
a Texas non-profit corporation


Siju Odeneye, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3 day of March, by Siju Odeneye, President of the 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

After recording, please return to:
NORTH LAW, P.C.
1010 Lamar, Suite 1500
Houston, Texas 77002

RP 094-64-0203

RP 094-64-0204

FILED FOR RECORD
8:00 AM

MAY -4 2015

Stan Stewart
County Clerk, Harris County, Texas

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

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

MAY -4 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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NOTICE
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20150286262
07/01/2015 RP1 \$28.00

**SECRETARY'S CERTIFICATE OF
2400 McCue Owners Association, Inc.**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium 2400 McCue Condominiums" filed under County Clerks File Number Y573485 of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

(A). Architectural Control Guidelines for 2400 McCue Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 17th day of JUNE, 2015.

HELENE STERNS
Helene Sterns, Secretary of
2400 McCue Owners Association, Inc.
a Texas non-profit Corporation

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THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17 day of June, 2015, by Helene Sterns, 2400 McCue Owners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral
Notary Public in and for the State of Texas

Record and Return to: 2400 McCue Owners Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074



RP 095-13-0294



2400 McCue Owners Association, Inc.

If **ANY** flooring is to be installed, after the sound proof is set, please see Management Office for final approval before final flooring is installed. Not doing so may result in having the floor removed for inspection of the sound proof material before reinstallation. **Sound proofing:** For floor assemblies, material with STC ratings of 60 or higher must be used.

APPLICATION FOR ARCHITECTURAL CONTROL COMMITTEE APPROVAL

Return completed forms to:

2400 McCue Owners Association
2400 McCue Road
Houston, TX 77056

Name of Homeowner/Applicant: _____

Unit # of property subject to this request: 2400 McCue Unit # _____

Mailing address of Homeowner if not same as unit address: _____

Telephone number to contact Homeowner: _____

Current Resident If Other than Homeowner:

Name: _____

Telephone number(s) at which resident can be reached: _____

Along with this Application, please provide the following information or attach documents to support the required information for the Modification:

a. Describe the purpose and types of the Modification being proposed:

b. Planned commencement date: _____

c. Planned completion date: _____

d. Contact information for the each contractor

- Name of contractor: _____
- Contact person: _____
- Address: _____
- Phone: _____

e. Attached detailed plans or drawings, specifications (including dimensions) and photographs to describe the Modification to be performed and location of any exterior addition or structure.

2400 McCue Owners Association
2400 McCue Road • Houston • Texas 77056
(713) 550-9595 • Fax: (713) 550-9505



2400 McCue Owners Association, Inc.

Please Note the Following

1. The 2400 Mc Cue Owners Association, Inc. and its Architectural Control Committee specifically deny and disclaim any responsibility whatsoever relative to claims of any nature which may arise out of the proposed Modification described herein, including, but not limited to, claims by contractors, subcontractors, utilities companies, governmental agencies, and other property owners or their occupants or guests, and any possible claims relating to the quality of materials and craftsmanship
2. The Homeowner is responsible for any damage caused by your contractor. For your protection in event of a claim, the Board of Directors therefore strongly suggests that you obtain a certificate of insurance from your contractor with the minimum requirements listed below:
 - a. Worker's Compensation Insurance to cover full liability under the Texas Worker's Compensation laws and Employer's Liability insurance;
 - b. Contractor's normal and customary comprehensive general liability insurance coverage, with limits of not less than \$100,000 for bodily and personal injury, death, or property damage resulting from each occurrence; and
 - c. Comprehensive automobile liability insurance coverage covering all owned, non-owned, and rented automotive equipment, with limits of not less than \$100,000 per occurrence for bodily and personal injury, death, or property damage.
3. Homeowner is advised that the Declarations, By Laws and Architectural Control Guidelines governing the Association describe the rights and duties of the Homeowner and the Association with regard to Modifications. The Homeowner should at all time comply with the provisions of those documents while undertaking to modify or improve the Homeowner's property. Several specific requirements are worthy of mention: (1) workman vehicles may not park on the driveway except short-term, only as is necessary, to load and unload materials and equipment, (2) workman vehicles and equipment may not obstruct the orderly access or egress of driveways and gates or that of other homeowners throughout the property, and equipment may not remain on premises overnight except by prior written approval of the Association, (3) work is limited to set hours during the day, (4) materials and equipment may only be stored on premises in compliance with Association rules, and (5) Homeowner is subject to fines for violations.



2400 McCue Owners Association, Inc.

DISCLAIMER

By my signature, I hereby certify that the proposed Modification is in full compliance with all restrictions or requirements applicable to the property referenced above, and I further certify that the proposed Modification will not encroach upon or interfere with any covenants or easements applicable to my property. I understand that the *2400 McCue Owners Association, Inc. Architectural Control Committee* and the *2400 McCue Owners Association, Inc.* are not waiving any restriction requirements for minimum distances from property lines, covenants, or easements applicable to my property, and I further certify that, prior to the construction beginning, I will provide a copy of the completed Architectural Control Committee Application (if approved) to the person(s) or company(s) responsible for the construction of the Modification(s).

I agree that I will not assert or claim that approval of this application constitutes a waiver of such setback restrictions, required minimum distances from property lines, covenants or easements in any legal or equitable proceeding.

Property Owner's Signature

Printed Name

Date

FOR ARCHITECTURAL CONTROL COMMITTEE USE ONLY

Date received by Committee: _____

Date Action Taken: _____

Date of Notice to Applicant:

Description of Notice to Applicant: _____

Approved by: _____

Decision of the Committee:

(Revised January 2015)

2400 McCue Owners Association
2400 McCue Road • Houston • Texas 77056
(713) 550-9595 • Fax: (713) 550-9505

RP 095-13-0298

FILED FOR RECORD
8:00 AM

JUL -1 2015

Star Stewart
County Clerk, Harris County, Texas

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

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

JUL - 1 2015



Star Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

4
NOTICE

20150286261
07/01/2015 RP1 \$28.00

**SECRETARY'S CERTIFICATE OF
2400 McCue Owners Association, Inc.**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium" filed for record under County Clerks File No. Y573485 of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"); the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

- (A). Collection Policy— this policy replaces and supersedes any and all collection policies previously filed of record

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 17th day of JUNE, 2015.

Helene Sterns
HELENE STERNS, Secretary of
2400 McCue Owners Association, Inc.
a Texas non-profit Corporation

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17 day of June, 2015, by Helene Sterns, 2400 McCue Owners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral
Notary Public in and for the State of Texas

Record and Return to: 2400 McCue Owners Association, Inc.
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074



RP 095-13-0289

CORPORATE RESOLUTION
2400 McCue Owners Association, Inc.
A Texas Non-Profit Corporation

Collection Policy

The undersigned, being the duly elected, Board of Directors for 2400 McCue Owners Association, Inc. , a Texas non-profit corporation, (the "Association"), does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on JUNE 17, 2015, 2015.

WHEREAS, the Association is responsible for governance and maintenance of 2400 McCue Owners Association, Inc. as described in the "Declaration of Condominium" filed for record under County Clerks File No. Y573485 of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration");

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

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

WHEREAS, on or around January 11, 2012 collection policy was adopted by the Board of Directors for 2400 McCue Owners Association, Inc. and filed of record under Harris County Clerk's file number 20120015150; and

AND WHEREAS, from time to time it may become necessary to make general changes or amendments to the collection policy; or the members of the Board may change and it is necessary to amend the collection policy or acknowledge and restate the collection policy already in force;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of 2400 McCue Owners Association, Inc. acknowledges and adopts the collection policy attached hereto and makes this policy a matter of Association record.

Collection Policy
for
2400 McCue Owners Association, Inc.

RP 095-13-0290

2400 McCue Owners Association, Inc.

COLLECTION PROCEDURES

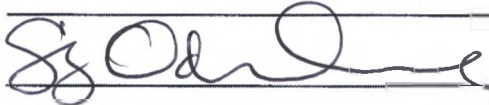
PROCEDURE	DAYS PAST DUE	CHARGE TO ACCT	OTHER INFORMATION
First Reminder Notice for maintenance assessments	10	\$25.00	Reminder of balance due, \$50.00 or more
Second Reminder Notice for maintenance assessments and supplemental water assessments	30	none	Reminder of balance due, \$5.00 or more
Certified Demand for Payment	45	None	States that we may be reporting to the credit bureau, or will refer the account to legal counsel for collection if the balance is not paid 30 days
Refer to atty for lien/foreclosure	75	\$ varies \$ varies \$ varies	30 day Notice of Default Posting for Foreclosure (21 days prior to f/c) Trustees Sale (First Tuesday of each month)
Eviction / collection of rents	After foreclosure	\$varies	Will pursue eviction of owner and/or collection of rents once foreclosure occurs. If an owner exercises the right of redemption after foreclosure, the owner will be charged an additional fee in the amount of \$25.00 per month for Management to administer the redemption agreement. This fee will be charged to the account and disbursed to Management only after it is collected from the owner. This fee will be in addition to any legal fees incurred.
Termination of services (i.e. basic cable service, water, electricity, etc.)		\$varies	As the Association pays for certain services to a unit, these services may be terminated due to non-payment of assessments. If termination is required, only certified funds will be accepted to restore services.
Returned Payments		\$25.00	A fee of \$25.00 will be charged to an account for returned payments.

RP 095-13-0291

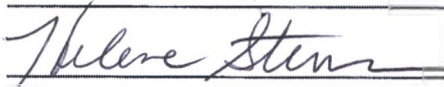
Application of Payments			Payments will first be applied to late fees, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account
Method of Payment			No cash will be accepted. Payment must be in the form of a personal check, cashier's check or money order. Payment can also be made via ACH program offered by management or online.

Dated this the 17th day of JUNE, 2015.

SIJU ODENEYE

, President

HELENE STERN

, Vice President / Secretary

OSE OKOJIE

, ~~Secretary~~/Treasurer

RP 095-13-0293

FILED FOR RECORD
8:00 AM

JUL - 1 2015

Stan Stewart
County Clerk, Harris County, Texas

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

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

JUL - 1 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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20150385726
08/25/2015 RP1 \$20.00

**SECRETARY'S CERTIFICATE
2400 McCue Owners Association, Inc.
A Texas Non-Profit Corporation**

Resolution Regarding Payment Agreements

The undersigned, being the duly elected, qualified and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") on 8-12-, 2015.

WHEREAS, the Association is responsible for governance and maintenance of 2400 McCue Owners Association, inc. as described in the "Declaration of Condominium 2400 McCue Condominiums" filed for record under County Clerks File No. Y573485 of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"); and

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

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

WHEREAS, there is a need for a policy with regard to payment agreements administered by Management on behalf of 2400 McCue Owners Association, Inc.,


AND WHEREAS, the Board of Directors of 2400 McCue Owners Association, Inc., wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of 2400 McCue Owners Association, Inc. sets the policy as follows:

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

RP 095-58-0780

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



 Helene Sterns, Secretary for
 2400 McCue Owners Association, Inc.
 a Texas Non-Profit Corporation


Date 8/12/15

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ee

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 12 day of August, 2015, by Helene Sterns, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.



 Notary Public in and for the State of Texas

Record and Return to: 2400 McCue Owners Association, Inc.
 c/o Creative Management Company
 8323 Southwest Freeway, Suite #330
 Houston, TX 77074



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

HP 095-58-0781

RP 095-58-0782

FILED FOR RECORD
8:00 AM

AUG 25 2015

Stan Stewart
County Clerk, Harris County, Texas

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

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

AUG 25 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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20150385727
08/25/2015 RP1 \$20.00

**SECRETARY'S CERTIFICATE
2400 MCCUE OWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation**

Resolution Regarding Application of Funds

The undersigned, being the duly elected, qualified and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") on 8-12-, 2015.

WHEREAS, the Association is responsible for governance and maintenance of 2400 McCue Owners Association, Inc. as described in the "Declaration of Condominium 2400 McCue Condominiums" filed for record under County Clerks File No. Y573485 of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"); and

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

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

WHEREAS, there is a need for a policy with regard to application of funds for 2400 McCue Owners Association, Inc.,

AND WHEREAS, the Board of Directors of 2400 McCue Owners Association, Inc., wish to make this policy a matter of record,


NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of 2400 McCue Owners Association, Inc. sets the policy as follows:

Any and all payments that are received on behalf of the Association, either by the office of management or by the lockbox of the Association's banking institution be applied as follows;

*Resolution Regarding Application of Funds
for
2400 McCue Owners Association, Inc.*

RP 095-58-0783

Funds will first pay late fees, utility bills, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account.



Helene Sterns, Secretary for
2400 McCue Owners Association, Inc.
a Texas Non-Profit Corporation
8-12-2015

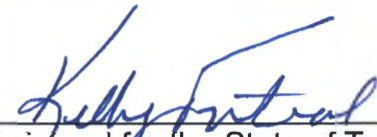
Date

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 12th day of August, 2015, by Helene Sterns, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

Record and Return to:

2400 MCCUE OWNERS ASSOCIATION, INC. ✓
c/o Creative Management Company
8323 Southwest Freeway, Suite #330
Houston, TX 77074



RP 095-58-0784

RP 095-58-0785

FILED FOR RECORD
8:00 AM

AUG 25 2015

Stan Stewart
County Clerk, Harris County, Texas

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

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

AUG 25 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

5. Notice

**CERTIFICATE OF CORPORATE RESOLUTION
2400 McCUE OWNERS ASSOCIATION, INC.
(INSURANCE DEDUCTIBLE)**

The undersigned Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on October 11, 2016, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to the provisions of Chapter 82 of the TEXAS PROPERTY CODE, and that certain "Declaration of Condominium Declaration (for) 2400 McCue Condominiums" recorded under Film Code No. 192053 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), the Association is responsible for administering the 2400 McCue condominium regime, and the covenants, conditions, and restrictions set forth in the Declaration; and

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

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

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

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

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

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

in Houston, Harris County, Texas to obtain such insurance with stated policy deductible(s) applicable to the respective insured risks; and

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. Notice is hereby given to all unit owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has one or more stated deductible(s) applicable to the respective insured risks, and as a result, the insurance obtained by the Association covering the buildings, common elements, and units is for an amount LESS and EXCEPT such deductible amount.
2. If the Association's insurance provides coverage for the loss and the cost to repair the damage to a unit or common elements is **more than the amount of the Association's applicable insurance deductible**, the entire cost of the applicable stated insurance deductible and costs incurred before insurance proceeds are available shall be assessed against the unit owner and the unit owner's unit and paid to the Association by the unit owner under any of the following circumstances:
 - a. if such insured loss was caused by or was the result of the negligence, willful misconduct, or wrongful act of the unit owner, an occupant of the owner's unit, or the unit owner's or occupant's family, guests, employees, contractors, agents, or invitees; or
 - b. if such insured loss was due to an occurrence or condition within the owner's unit which was a result of or arose from (i) the failure or malfunction of any component or item within or forming a part of the owner's unit, whether constituting a fixture (plumbing, electrical, etc.), or appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for which the unit owner is responsible to maintain, repair, or replace under the Declaration, By-Laws, Rules, or applicable law, all irrespective of any negligence; or

- c. if the cause of the insured loss cannot be determined, but such loss originated wholly within the owner's unit or the limited common elements appurtenant thereto (or from any item for which the unit owner is responsible to maintain, repair, or replace under the Declaration, By-Laws, Rules, or applicable law).

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


3. If the cost to repair damage to a unit or common elements covered by the Association's insurance is **less than the amount of the Association's applicable insurance deductible**, then except as provided by Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall pay the cost of the repair of the unit or common elements.
4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if the damage to a unit or common elements is due wholly or partly to an act or omission of any unit owner or a guest or invitee of the unit owner, the Association may assess the deductible expense and any other expense in excess of the insurance proceeds against the unit owner and the owner's unit; (ii) a unit owner may also be subject to additional liability pursuant Paragraph 9, Section 9(b)(iv) and Paragraph 13 of the Declaration; and (iii) a unit owner may also be subject to additional liability pursuant to the provisions of the dedicatory instruments of the Association.
5. The determination of whether a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board of Directors, whose decision shall be final. Sums determined to be payable by the unit owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the unit owner and sent by certified mail/return receipt request to the unit owner's last known mailing address according the records of the Association, or by personal delivery.
6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a unit and a unit owner's personal property and

improvements as set forth in the Declaration, By-Laws, Rules, or applicable law. Nothing herein shall affect the right of a unit owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or entity other than the unit owner whose wrongful or negligent acts may have caused such loss, or to recover such sums from the unit owner whose acts or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of a unit owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such unit owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board of Directors.

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

2400 McCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation

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Helene Sterns, Secretary

STATE OF TEXAS

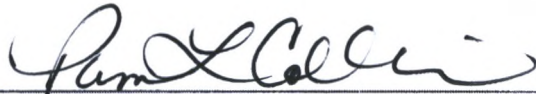
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COUNTY OF HARRIS

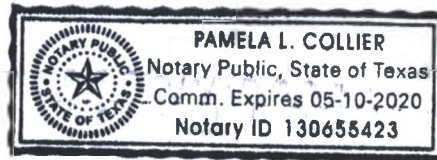
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This instrument was acknowledged before me on this 11th day of October, 2016, by Helene Steens, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of such corporation.



Notary Public - State of Texas



RECORD AND RETURN TO:

Frank, Elmore, Lievens,
Chesney & Turet, L.L.P. ✓

Attn: K. Slaughter

9225 Katy Freeway, Suite 250

Houston, Texas 77024

FILED FOR RECORD

8:00:00 AM

Monday, October 17, 2016

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Monday, October 17, 2016



Stan Stuart
COUNTY CLERK
HARRIS COUNTY, TEXAS

5.
Notice
MC

RP-2017-52144
02/06/2017 RP2 \$32.00

**SECRETARY'S CERTIFICATE OF
2400 MCCUE OWNERS ASSOCIATION, INC.**
(ELECTRIC VEHICLE CHARGING AGREEMENT)

The undersigned, being the duly elected, qualified, and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under Film Code No. 192053 of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on Jan. 26, 2017, with at least a majority of the Board of Directors being present, the "Electric Vehicle Charging Agreement" attached hereto as Exhibit "A" was adopted and approved by the Board of Directors.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 26th day of January, 2017.

2400 MCCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation

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By: Helene Starn
Helene Starn
2400 McCue Assoc., Secretary

Exhibit "A"

ELECTRIC VEHICLE CHARGING AGREEMENT

2400 McCue Owners Association has installed and owns electric charging stations at 2400 McCue Rd, Houston, Texas 77056, Harris County. Such Charging Stations are available for use by approved / authorized owners of 2400 McCue and electric plug-in vehicles. Obtaining access to the Charging Station from 2400 McCue Association Management personnel.

2400 McCue Owners Association and Vehicle Owner agree as follows:

1. **Charging Stations.** In exchange for Vehicle Owner's agreement to comply with the terms of this Agreement and to use the Charging Stations in conformance with any policies, rules and regulations of 2400 McCue Owners Association Stations. The Vehicle Owner will use the Charging Stations in a safe and appropriate manner and only for charging the Plug-In Vehicle. The Vehicle Owner will not damage, abuse, or misuse a Charging Station.
2. **Information and Energy Data.** In order for 2400 McCue Owners Association to evaluate the Charging Program and Charging Station use patterns, the Vehicle Owner will allow 2400 McCue Condominium Association to access and acquire information and energy data related to the Plug-in Vehicle. This information and energy data may come from the Charging Stations, the Plug-in Vehicle, or other sources as they become available.
3. **Communication.** The Vehicle Owner authorizes 2400 McCue Owners Association to communicate with the Vehicle Owner by any reasonable method, which may include email or text, about: (a) electric vehicle news and events and other 2400 McCue Owners Association programs (collectively known as "Commercial Communications"), and (b) transactional and relationship information about the Charging Program.
4. **Payments.** The vehicle owner will be charged \$ _____ per month, this shall be set on an automatic payment or paid in advance. If homeowner is in arrears of payment, the use of the charging station will be denied.
5. **Termination of Participation in Program.** Either 2400 Owners Association or the Vehicle Owner may terminate the Vehicle Owner's participation in 2400 Owners Association Charging Program at any time by providing written notice to the other party. Any notices to 2400 McCue should be sent to the 2400 McCue Condominiums, 2400 McCue Road Houston Texas 77056 or mgr@2400mccuecondos.com Termination of 30 days' notice are required.

6. **Indemnification.** The Vehicle Owner hereby agrees to indemnify and hold 2400 McCue Owners Association its officers, agents, employees, and board of directors harmless from any and all damages, expenses, and costs, including attorneys' fees, for any loss, damage, or injury to persons or property arising from or related to the Vehicle Owner's use of the Charging Station or otherwise for the Vehicle Owner's negligence or misconduct.
7. **Limitation of Liability.** THE VEHICLE OWNER EXPRESSLY AGREES THAT IN NO EVENT SHALL 2400 McCue Owners Association BE LIABLE TO THE VEHICLE OWNER, REGARDLESS OF LEGAL THEORY ALLEGED, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, REMOTE, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO VEHICLE, DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF 2400 MCCUE OWNERS ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE OF THE CHARGING STATION.
8. **Disclaimer.** 2400 MCCUE IS NOT RESPONSIBLE FOR A LOST OR STOLEN ACCESS CARD, KEY FOB, OR ANY OTHER ACCESS MEANS MADE AVAILABLE. THE VEHICLE OWNER MUST CONTACT ON SITE PERSONNEL TO ACCESS VEHICLE CHARGING STATIONS. OWNER'S USE OF THE CHARGING STATIONS IS AT THE VEHICLE OWNER'S OWN RISK. 2400 MCCUE OWNERS ASSOCIATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, 2400 MCCUE OWNERS ASSOCIATION MAKES NO WARRANTY THAT (i) THE CHARGING STATION WILL MEET THE VEHICLE OWNER'S REQUIREMENTS OR EXPECTATIONS, OR (ii) THE OPERATION OF THE CHARGING STATION WILL BE SECURE OR ERROR FREE.

9. **Vehicle Owner Information.** The Vehicle Owner shall provide the following information:

Vehicle Owner Address: _____

Email Address: _____

Phone Numbers:

• Cell: _____

• Land Line: _____

Plug-In Vehicle Make, Model, and Model Year: _____

Plug-In Vehicle Trim Level (Example: Nissan Leaf S, SV, or SL): _____

Plug-In Vehicle VIN: _____

Plug-In Vehicle License No. and State of Issuance: _____

My vehicle's battery can be charged at (check all that apply):

Level 1 (120 volts)

Level 2 (240 volts)

DC Fast Charge

Except as authorized or required by law or the Vehicle Owner, 2400 McCue Owners Association will not share or provide the Vehicle Owner information to third parties.

10. **Governing Law.** This Agreement constitutes the entire agreement between 2400 McCue Owners Association and the Vehicle Owner and supersedes any representations, warranties, or agreements (whether written or oral) made or entered into between the parties relating to this Agreement. This Agreement shall be governed by the laws of the State of Texas.

STATE OF TEXAS

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COUNTY OF HARRIS

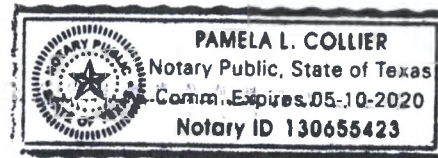
This instrument was acknowledged before me on this 26th day of January 2017, by Helene Stearns, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Pam Collier

Notary Public - State of Texas

RECORD AND RETURN TO:

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



FILED FOR RECORD

8:00:00 AM

Monday, February 06, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Monday, February 06, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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notice
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**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
2400 McCUE OWNERS ASSOCIATION, INC.
(MODIFICATIONS TO A LIMITED COMMON ELEMENT BALCONY)**

The undersigned Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on May 18, 2017, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under Film Code No. 192053 of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the Association is responsible for administering the common elements of 2400 McCue condominium regime (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the existing policy of the Association, as to the modifications of a Limited Common Element balcony in accordance with Article 5, Section 5(f) of the Declaration, and to provide disclosure of such policy to prospective future owners of condominium units at the Property as to same;

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

**ASSOCIATION POLICY AS TO MODIFICATIONS TO A
LIMITED COMMON ELEMENT BALCONY**

In accordance with the provisions of the Declaration, and regardless of any past actions of the Association to the contrary, a Unit Owner shall not cause or permit anything to be hung, displayed or placed on the exterior walls of the Building or any Limited Common Element balcony without the prior written consent of the Association. No sign, awning, canopy or shutter shall be affixed to or placed on the exterior walls or Limited Common Element balcony without the prior written consent of the Association. A Limited Common Element balcony shall not be use for storage of personalty or equipment of any kind.

Flooring and other coverings for the Limited Common Element balcony surfaces (i.e., carpet, tile, linoleum, paint, vinyl or wall covering) shall not be installed, modified or changed by a Unit Owner without the prior written consent of the Association.

Prior to commencing any modifications or changes to the Limited Common Element balcony, the Unit Owner shall obtain the prior written consent and approval of the Board of Directors in accordance with the provisions of the dedicatory instruments of the Association. A Unit Owner must submit plans, specifications, materials and drawings along with the name of the contractor for written approval by the Board of Directors before any modifications or changes to the Limited Common Element balcony are commenced.

The Board of Directors will not approve the installation of any heavy materials (such as tile) on a Limited Common Element balcony surface which will effect the structural integrity of the Limited Common Element balcony. The Board of Directors will not approve any changes to the Limited Common Element balcony surfaces that will change or modify the uniformity of appearance of the Building exteriors and Common Elements of the Property.

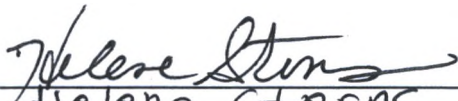
The Unit Owner shall be responsible at his sole cost and expense for the maintenance, repair and replacement of any and all flooring and other coverings installed by the Unit Owner on the Limited Common Element balcony surfaces. The Unit Owner shall be responsible at his sole cost and expense for any drainage issues and/or damage caused by the installation of flooring or other coverings on the Limited Common Element balcony surfaces.

The Association shall be responsible for the maintenance, repair and replacement of the balcony structure as a Common Expense of the Association.

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

2400 McCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation

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By: 
Helene Sterns, Secretary

STATE OF TEXAS

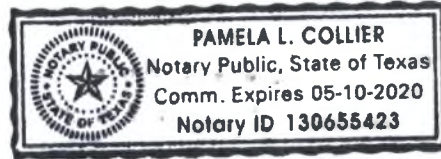
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COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of May 2017, by Helene Sterns, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Pam L Collier

Notary Public - State of Texas



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

FILED FOR RECORD

8:00:00 AM

Wednesday, May 24, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Wednesday, May 24, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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**SECRETARY'S CERTIFICATE OF
2400 McCUE OWNERS ASSOCIATION, INC.**
(AMENDED AND RESTATED RULES AND REGULATIONS)

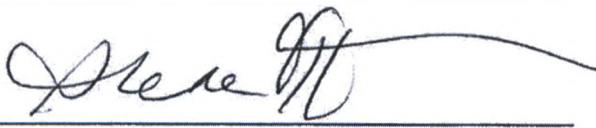
The undersigned, being the duly elected, qualified, and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under Film Code No. 192053 of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on FEBRUARY 4, 2020, with at least a majority of the Board of Directors being present, the "Amended and Restated Rules and Regulations" attached hereto as Exhibit "A" were adopted and approved by the Board of Directors after notice was sent to the members of the Association in accordance with Section 82.070 of the TEXAS PROPERTY CODE.

lee

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 4 day of FEBRUARY, 2020.

2400 MCCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation

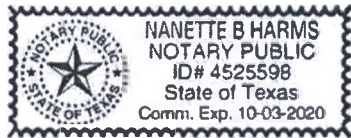
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By: 

IRENE HELFETZ, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 4 day of FEBRUARY 2020, by IRENE HELEGZ, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





Notary Public - State of Texas

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

EXHIBIT "A"

2400 McCUE OWNERS ASSOCIATION, INC.
AMENDED AND RESTATED RULES AND REGULATIONS

THESE AMENDED AND RESTATED RULES AND REGULATIONS HEREBY AMEND AND REPLACE IN THEIR ENTIRETY THOSE CERTAIN RULES AND REGULATIONS RECORDED ON JUNE 23, 2010, UNDER HARRIS COUNTY CLERK'S FILE NO. 20100266348.

2400 McCue Board of Directors reserves the right to change any of the following rules by rescinding or amending, or to make such other rules or regulations as are deemed necessary to provide for the comfort and convenience of Homeowners and Residents and for the safety, care, proper maintenance and cleanliness of the property.

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations are subject to the enforcement policies set forth herein.

Owners and Residents are provided with a copy of these Rules and Regulations at the time of the purchase or move-in. A copy is also available in the On-Site Management Office.

ACCESS KEYS

2400 McCue Condominiums has a controlled access system in place which requires a remote control to gain entry to the parking garage and an access code to be used in order to gain entry into all building entrances. This ensures that only owners have access to the building.

Access Devices. Access devices to the building may be obtained from the On-Site Management Office at cost.

Lock Out Fees. A \$50.00 fee will be assessed if your locks need to be changed. You can arrange the lock change with the management office. After hour lock out charge is an additional \$35.00 and paid at the time of lock out.

ALTERATIONS

Changes. No Unit Owner shall paint or otherwise decorate or change the appearance of any portions of the exterior of their Unit, or any balcony or patio to their Unit including windows and exterior doors of the Unit.

Construction Work. On the interior of any Unit must be in compliance with such Construction Rules as the Board may approve from time to time.

Replacements. Carpet and hardwood floors must be done in such a manner as to ensure proper sound buffering is achieved. Check with the Management Office for sound buffering approved material. All replacements require prior approval.

ASSOCIATION RECORDS

All members of the Association and any holder of a first mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member or mortgagee wishes to inspect and copy.

Hours. Records may be inspected at the registered office of the Association between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

Articles. Restated Articles of Incorporation and all amendments to them currently in effect;

Bylaws. Restated Bylaws and all amendments to them currently in effect;

Minutes. The minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;

Financials. All written communications to members generally within the past three (3) years, including all financial statements furnished for the past three (3) years;

Accounting. Records of the Association

***The Association may impose a reasonable charge, covering the cost of labor and material, for copies and any documents provided to a Member.**

Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable at a subsequent meeting.

BALCONY/PATIO

A balcony or patio shall be a Limited Common Element allocated exclusively to that Unit.

Use. Each Unit Owner and Resident shall keep their Unit and patio or balcony, if any, in a good state of cleanliness taking care that the cleaning of your patio or balcony does not annoy or inconvenience other Unit Owners and Residents.

Nuisances. You may not hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or similar items from your balcony or patio.

Storage. Balconies and patios may not be used for the storage of personal belongings or equipment of any kind.

Grills. No grilling is permitted on a patio or balcony.

BOARD MEETINGS AND ELECTIONS

The Board of Directors consists of three (3) persons. Elections are held each year at the annual meeting.

CABLE T.V. & INTERNET

Cable. Cable T.V. is included in all HOA fees. Comcast is the service provider for 2400 McCue Condominiums. Any homeowner wanting to receive additional cable services must contact Comcast to apply for these services.

Internet. Internet is offered by Comcast. This is not included in HOA fees. Homeowners are responsible for connecting their internet service.

CLUBHOUSE/BILLIARD AREA

Location. The clubhouse is located on the first floor by the main entrance. It is available for all Residents and their Guests.

Reserving. The clubhouse is also available to be reserved for private functions on a first come, first serve basis. There is a rental fee and a deposit is also required. For more information, please contact the management office for hours and availability.

Use. Residents and guests may use the billiards area at their convenience unless the clubhouse has been reserved. Any guests using this area MUST be accompanied by the Homeowner or Resident.

CONTRACTORS HIRED BY HOMEOWNERS

All improvements being made to your home by a contractor or subcontractor hired by you must be approved in writing by the Board of Directors prior to the commencement of any work.

In order for the work to be approved several items must be completed and submitted for review 30 days prior to approval and any work commencing. These items include but are not limited to:

1. Proof of insurance (general liability and worker's compensation) naming the Association as a certificate holder.
2. Copies of any required permits.
3. Payment for use of the trash compactor if required.

For more information please visit the management office.

Under no circumstances may the trash chutes be used for the disposal of debris from any renovation work. Failure to adhere to this policy will result in a minimum \$500.00 fine to the homeowner.

Absolutely no work may be performed by any outside contractor or subcontractor on Saturday and Sunday, or holidays. The working hours will be Monday – Friday 8:00 am – 5:00 pm. Any work needed to be done outside the unit will be done in the area designated Management. Contractor parking inside the access gate will be assigned by Management on the basis of availability.

CONTROLLED ACCESS

24000 McCue Condominiums is a controlled access community. All of the entrances to the building as well as the parking garage require a controlled access code to allow access to the building. Contact management for the current access code. Please do not share these codes with anyone to help regulate who is entering the building.

DELIVERIES

Management will accept and sign for packages. However, management will not be held liable for any lost, stolen, or damaged packages. Note that it is the carrier's responsibility to notify you of the package via notice on door or mailbox. Management has the right to refuse acceptance of package delivery, if necessary.

Delivery of oversized items (i.e., refrigerators/washing machines) requiring use of the freight elevator, must be coordinated with and approved by Management in advance. If necessary, delivery on Saturday from 9:00 am to 4:00 pm can be arranged.

ENFORCEMENT POLICIES

Any complaint which alleges any violations or if an Owner or Resident violates or is otherwise liable for a violation of any the provisions of the Association's Declaration, Bylaws or Rules and Regulations of the Association, the Board of Directors in its sole discretion may decide to levy fines.

Before levying fines, the Association shall give an Owner in violation of the Governing Documents a written notice: (1) describing the violation; (2) stating the amount of the proposed fine; (3) advising the Owner that not later than the 30th day after the date of the written notice, the Owner may request in writing a hearing before the Board of Directors to contest the fine; and (4) allowing the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner has previously been given notice and a reasonable opportunity to cure a similar violation within the preceding twelve months. The Board of Directors may provide a copy of the notice as described herein to the resident of the Unit. If a written request for a hearing to contest a fine is received within the specified period, a hearing shall be scheduled on a date acceptable to both the Board of Directors and the Owner. After hearing or if the Owner fails to timely request a hearing, the Association, acting through its Board of Directors, is hereby authorized to levy fines.

If after the written warning and grace period, the violation(s) reoccur, the Board of Directors will impose the following fines:

Fine Structure -

First Violation:	Written Warning
Second Violation:	\$50.00
Third Violation:	\$100.00
Each Additional Violation:	\$100.00

OR

If the violation consists of single or separate incidents (as determined at the sole discretion of the Board of Directors):

Fine Structure -

First Violation:	Warning (verbal or written)
Second Violation:	\$250.00 per event
Third Violation:	\$500.00 per event
Each Additional Violation:	\$1,000.00

The Association shall give written notice of the a levied fine to an Owner no later than the 30th day after the date the fine is levied. The Board of Directors is hereby authorized in its sole discretion to impose a lesser fine or no fine at all for a violation of the Governing Documents. Any adjustment to the Fine Schedule by the Board of Directors should not be construed as a waiver of the Fine Schedule or the Governing Documents.

In addition to levying fines, in the event these Rules are violated, the Association may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law or in equity. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs and expenses incurred in the enforcement of these Rules and the Governing Documents of the Association.

FITNESS CENTER

Hours & Location. Our fitness center is open 24 hours a day, 7 days a week. The fitness center is located on the south side of the courtyard area.

Use. The fitness center is solely for the use of Unit Owners and Residents. Guests must be accompanied by Owner and/or Occupant. Proper work-out clothing and a towel is required. A Unit Owner or Occupant is responsible for wiping down the equipment.

***Use the facility at your own risk.**

INSURANCE

Each Owner is responsible for his or her own personal insurance on the contents of his or her Unit. His or her additions and improvements thereto, and his or her decorations and furnishings and personal property to the extent not covered by the insurance obtained by the Association. In addition, each Unit Owner and Resident is responsible for his or

her own personal liability insurance to the extent not covered by the liability insurance for all of the Owners.

Owners should consult with their own personal lines insurance agent to purchase the appropriate Condominium Owners Insurance, covering any part of the interior of the Unit that may not be covered by the Master Policy as well as personal contents in the Unit. This policy may also provide Residents and Owners with liability coverage arising out of the ownership and occupancy of the Unit, additional living expenses and loss assessment protection. If you own your Unit but rent it out, please check with your personal lines agent to determine what coverage is available.

OCCUPANCY STANDARDS

Numbers. A Residential Unit may be occupied by no more than two person per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.

Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health and safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

Occupancy Defined. Occupancy of a Unit, for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 noncontiguous days in any 12-month period.

Leasing. Owners must comply with the Leasing Rules adopted and recorded by the Association as same currently exist and as may be amended by the Board of Directors from time to time in the future.

PARKING & RESTRICTIONS

***Please register your car at the management office. Include, Make, Model, and Tag number to avoid having your car towed, please notify the management office when you have changes.**

Permitted Vehicles. To be permitted in the Parking Area, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted in the Parking Area without the Board of Directors' consent: trailers, boats, recreational vehicles, buses, large commercial trucks or industrial vehicles.

Guest Parking. No homeowner/tenant shall park in guest parking spaces. Parking is defined as turning the engine off and leaving the car for any period of time. First violators will receive a written warning. Second violators will receive a fine of \$50.00.

Repairs. Washing, repairs, restoration, or maintenance of your vehicles is prohibited I the Parking Area, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicles to repair facility.

Space Use. All Parking Spaces in the Parking Area shall be used for parking purposes only and may not be used for storage. No Parking Space may be enclosed or used for any purpose that prevents the parking of vehicles.

No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Parking Area. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard in the Parking Area. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking".

Nuisance. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns in the Parking Area is discouraged. Emptying vehicle ashtrays on the Parking Area is prohibited. Each Unit Owner and Occupant shall observe all posted speed limits and in no event shall his or her speed exceed 10 MPH in the Parking Area. Joyriding in/on any type of vehicle is prohibited.

Violations. Any vehicle in violation of these Rules may be towed or otherwise removed from the Parking Area by the Board of Directors, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violation.

PETS

Permitted Pets. Subject to these Rules, a Unit Owner or Occupant may keep house pets in his or her Unit. Permitted house pets include domesticated dogs, gentle in disposition, cats, caged birds and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped persons, regardless of the animal's size or type.

Prohibited Animals. No Unit Owner or Occupant may keep a dangerous or exotic animal, trained attack dog or other animal deemed by the Board of Directors to be a potential threat to the wellbeing of people or other animals. The Board of Directors has decided to prohibit dogs that are of the American Pit Bull breed or of a mixed breed that includes said breed. The Board of Directors shall have the sole discretion in determining whether any such dog shall be allowed or removed from the property.

Common Elements. No pet is allowed on Common Elements unless carried or leashed. No pet may be leashed to any stationary object in the Common Elements.

Disturbance. Pets shall be kept in a manner that does not disturb the peaceful enjoyment of Unit Owners and Residents of their Units and the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated amounts of time. Pets shall not be left on a patio or balcony for extended lengths of time.

Damage. Each Unit Owner and Resident is responsible for any property damage, injury, of disturbance his or her pet may cause or inflict and shall compensate any person injured by his or her pet. Any Unit Owner or Resident who keeps a pet within the Condominium shall deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association, and other Unit Owners and Residents, from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium.

Waste. No Unit Owner or Resident may permit his or her pet to relieve itself anywhere within the Condominiums unless the Unit Owner or Resident picks up and properly disposes of such animal waste. The Board shall have the right to impose a fine for any Unit Owner that violates this provision.

Removal. If a Unit Owner or Resident or his or her pet violates the Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise such Unit Owner or Resident or any person having control of the animal shall be given written notice by the Board of Directors to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Unit Owner or Resident, upon written notice from the Board of Directors, may be required to remove the pet. Each Unit Owner and Resident agrees to permanently remove his or her violating pet from the Condominium within 10 days after receipt of removal notice from the Board of Directors.

SMOKING

Smoking is not permitted in any of the common areas of the building including outside the front entrances. Smoking is permitted on balconies, at the pool or at any sitting areas around the property. Please do not discard butts in the public areas.

SWIMMING POOL

The pool is provided for your enjoyment and is located in the north side of the courtyard. All access gates are maintained by access codes, due to community and city regulations. Please do not prop open these gates for any reason. Residents must obey all rules and regulations.

Pool Hours.

Sunday – Thursday 10 am – 10 pm
Friday and Saturday 10 am – 11 pm

Use. All persons fourteen (14) years or younger must be accompanied by an adult while in the swimming pool area. Each Unit Owner and Resident must be considerate of other Unit Owners and Residents in the matter of inviting guests to use the swimming pool since the Unit Owners and Residents have first consideration as to the use of the pool. No more than four (4) guests should be invited by any Unit Owner or Resident. **Guests are not permitted unless the Unit Owner or Resident has invited them is with them at the pool.** Each Unit Owner or Resident shall be deemed to have indemnified and agreed

to hold harmless the Board of Directors, the Association, and other Unit Owners and Residents, from an against any loss, claim, or liability of any kind or character whatever resulting from his or her use or the use of their guests of the swimming pool.

Disturbance. Profanity, horseplay, bicycle riding, skating, riding toys, scuffling or harassment of other swimmers is not permitted in the pool area. Only unbreakable containers are allowed in the pool area, and no glass is permitted. Regulation bathing suits (no cut offs) must be worn for swimming at all times.

Health. For the protection of each Unit Owner and Resident, anyone with an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind, cannot use the pool. Pets are forbidden in and around the pool area.

TRASH DISPOSAL

Location. Trash chutes are located on every floor level near the elevators. Please dispose of your garbage there.

General Duty. Place all items in trash bags before you deposit in chute. This is to promote a sanitary, odor free environment in the building. Do not leave garbage bags outside your door. Do not put any boxes down the trash chute. Please disassemble all boxes and leave them to the side of the trash room, they will be picked up daily.

Fines. A fine will be enforced if violating these policies, by the management team of \$25.00 per item found in violation.

WINDOW TREATMENTS

A Unit Owner may install window treatments, sheets and blankets are expressly prohibited.

The exterior of all window treatments shall be neutral in color; and window treatments must be maintained in good condition.

BOARD APPROVAL

To obtain the Board of Directors' written consent for a modification to a Unit, a Unit Owner must submit to the Board of Directors by receipted hand delivery or certified mail, return receipt requested, complete plans and specifications showing the nature, kind, shape, size, materials, colors and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors' failure to respond to the Unit Owner's written request within 30 days after it receives the Unit Owner's request shall be construed as no objection to the proposed changes.

RECORDER'S MEMORANDUM:

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

FILED FOR RECORD

8:00:00 AM

Tuesday, February 11, 2020

Diane Mautman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, February 11, 2020



Diane Mautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

4
AMEND.
A

RP-2020-61592
02/11/2020 RP1 \$28.00

**SECRETARY'S CERTIFICATE OF
2400 McCUE OWNERS ASSOCIATION, INC.
(AMENDED AND RESTATED POLICIES AND PROCEDURES FOR MOVING)**


The undersigned, being the duly elected, qualified, and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under Film Code No. 192053 of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on FEBRUARY 4, 2020, with at least a majority of the Board of Directors being present, the "Amended and Restated Policies and Procedures for Moving" attached hereto as Exhibit "A" were adopted and approved by the Board of Directors after notice was sent to the members of the Association in accordance with Section 82.070 of the TEXAS PROPERTY CODE.

lee

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 4 day of FEBRUARY, 2020.

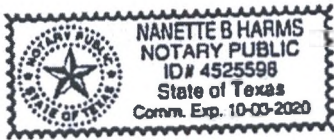
2400 McCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation

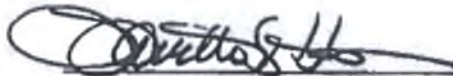
1912

By: 
IRENE HELFETZ, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 4 day of FEBRUARY 2020, by IRENE HEIFETZ, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





Notary Public - State of Texas

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

Handwritten mark resembling the number 20.

EXHIBIT "A"

2400 McCUE OWNERS ASSOCIATION, INC.

AMENDED AND RESTATED POLICIES AND PROCEDURES FOR MOVING

THESE AMENDED AND RESTATED POLICIES AND PROCEDURES FOR MOVING HEREBY AMEND AND REPLACE IN THEIR ENTIRETY THOSE CERTAIN POLICIES AND PROCEDURES FOR MOVING RECORDED ON AUGUST 25, 2010, UNDER HARRIS COUNTY CLERK'S FILE NO. 20100364100 OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS.

1. **Elevator Reservation:**

Please contact our management office at 713-550-9595 when you have set a date and time with your moving company. You must inform management 3 days in advance upon moving. Reservations for the gate to be opened and freight elevator are required. We ask that courtesy be extended to others who may need to use the elevator.

2. **Scheduling Your Move:**

All move INS and move OUTS must be scheduled through the management office. Please plan your move Monday/Wednesday/Friday from 10:00 am to 5:00 pm (to accommodate trash pick-up) or Tuesday/Thursday from 8:00 am to 5:00 pm. Moving is not permitted on Saturday, Sunday or Holidays. All movers must be out of the building no later than 5:00 pm (no exception).

The moving company shall provide a current liability insurance certificate to the management office 24 hours prior to the scheduled move. The management office will not provide padding for the elevator. Protection and padding must be used to protect elevator surfaces.

Under no circumstance may the trash chutes be used for the disposal of debris.

3. **Inspection:**

Prior to the commencement of the move, the movers and resident should inspect the elevator and corridors that will be used during the move. Any existing damage to the elevators, hallways, and/or front doors will be noted. After the move is completed, a walk-through of the same areas will be made. Any new damage to the elevators, hallways, and/or front areas will be noted. A bill for any additional, new damages or loss/damages to 2400 McCue will be charged to the moving company and/or the homeowner.

4. **Doors and Gates:**

All items must be moved in the north side of the building. The gate will be opened in order to move large items. No moving vans or large trucks are allowed in the gate parking area. Entry doors may not be propped open or left open at any time.

5. **Parking:**

Moving vans and trucks are to park parallel to the gate on the north side of McCue. Loading and unloading must be done in this area only. Moving vehicles are not allowed to park within the access gates.

6. **Furniture and other items:**

All furniture, clothing, and other items must be moved in or out through the freight elevator only. It is the moving company's responsibility to furnish protection for the carpeting and common area floors. Heavy cardboard and padding should be used to protect the floors, elevator and wall areas at all times. Any needed moving supplies and equipment must be provided by the moving company.

7. **Trash Disposal:**

Movers are responsible for removal of packing items. Due to Fire Codes, 2400 McCue corridors must be kept clear at all times. Therefore, do not place your empty packing boxes, furniture, or other items in the hallways. Do not put boxes or any heavy items in the trash chutes. Do not leave trash in the hallways or stairwells.

Movers are not allowed to stack any items that block doorways or hallways.

8. **Damages and Fines:**

Owners and movers are responsible for any and all damages to 2400 McCue Condominiums caused by moving.

Failure to comply with the procedures will result in fines that will be charged to the Homeowner. Any damages that are obtained during moving in or out will be charged the homeowner(s) account.

I hereby acknowledge and agree to the 2400 McCue moving procedures as specified herein.

Owner Signature

Unit #

Date

FILED FOR RECORD

8:00:00 AM

Tuesday, February 11, 2020

Diane Troutman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, February 11, 2020



Diane Troutman


COUNTY CLERK
HARRIS COUNTY, TEXAS

**SECRETARY'S CERTIFICATE OF
2400 McCUE OWNERS ASSOCIATION, INC.
(SUPPLEMENTAL RULES AND REGULATIONS)**

The undersigned, being the duly elected, qualified, and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under Film Code No. 192053 of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on JULY 15, 2021, ~~2020~~, with at least a majority of the Board of Directors being present, the "Supplemental Rules and Regulations" attached hereto as Exhibit "A" were adopted and approved by the Board of Directors after notice was sent to the members of the Association in accordance with Section 82.070 of the TEXAS PROPERTY CODE.

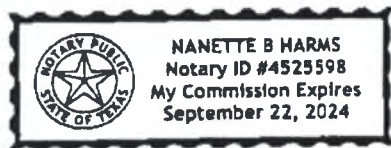
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 15 day of JULY, 2021.

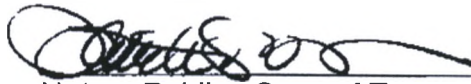
**2400 McCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation**

By: 
IRENE HEIFETZ, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 15 day of July 2020, by ILENE HEIFETZ, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





Notary Public - State of Texas

RP-2021-411694

EXHIBIT "A"

**2400 McCUE OWNERS ASSOCIATION, INC.
SUPPLEMENTAL RULES AND REGULATIONS**

THESE SUPPLEMENTAL RULES AND REGULATIONS SUPPLEMENT THOSE CERTAIN AMENDED AND RESTATED RULES AND REGULATIONS FILED ON FEBRUARY 11, 2020, UNDER HARRIS COUNTY CLERK'S FILE NO. RP-2020-61590 (REFERRED TO HEREIN AS THE "RULES"). THE RULES SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS SPECIFICALLY SET FORTH HEREIN BELOW.

SUPPLEMENTAL RULES AND REGULATIONS

The Rules are hereby amended by adding the following provision:

"CONSTRUCTION RULES

All contractors hired by Owners and/or residents to perform any and all maintenance, repair and/or replacement work at 2400 McCue must comply with the minimum insurance requirements established by the Board and must provide proof of adequate insurance to the Association. Proof of adequate insurance coverage must be provided to the Association's onsite management office before any maintenance, repair and/or replacement work is commenced by said contractor. Owners and/or residents should contact the onsite management office for the specific insurance requirements.

An Owner shall be responsible at his sole cost and expense for any and all damage caused by contractors hired by said Owner to perform work at 2400 McCue, including, but not limited to damage to the common elements, damage to other units or damage to personal property.

For purposes of these construction rules, the term "all contractors" shall mean and include plumbers, electricians, appliance repairmen, air conditioning and heating repairmen, general contractors, subcontractors, or any other person and/or entity determined by the Association's managing agent to be a contractor performing maintenance, repair and/or replacement work at 2400 McCue. For purposes of these construction rules, the term "all contractors" shall not include maids or basic home cleaning services, carpet cleaning services, handymen, and painters.

Minor repairs not presenting at risk concerns (including carpet cleaning, maid service, light handyman repairs, painting, installation of shelving, etc.) do not require a certificate of insurance.

In the event of an emergency, the requirement for prior proof of adequate insurance coverage before any maintenance, repair and/or replacement work is performed

may be waived, but the Owner shall be responsible for providing proof of adequate insurance coverage to the Association's onsite management office as soon as reasonably possible after the emergency."

RP-2021-411694

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-411694

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
2400 MCCUE OWNERS ASSOCIATION, INC.
(DOCUMENT RETENTION)**

The undersigned Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on OCTOBER 12, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under County Clerk's Film No. 192053 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of 2400 McCue Condominiums (the "Property") and the restrictive covenants set forth therein; and

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

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

**ASSOCIATION POLICY AS TO
DOCUMENT RETENTION**

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

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the foregoing shall be retained permanently;
2. Financial books and records shall be retained for at least seven (7) years;
3. Account records of current owners shall be retained for at least five (5) years;
4. Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term;
5. Minutes of meetings of the owners and the board shall be retained for at least seven (7) years; and
6. Tax returns and audit records shall be retained for at least seven (7) years.

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

RP-2021-663568

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

**2400 McCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation**

By: *Ajit Kwatra*
AJIT KWATRA, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 9 day of
NOVEMBER 2021, by AJIT KWATRA, Secretary of
2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation.



[Signature]
Notary Public - State of Texas

RP-2021-663568

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
2400 MCCUE OWNERS ASSOCIATION, INC.
(RECORD PRODUCTION AND COPYING)**

The undersigned Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on OCTOBER 12, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under County Clerk's Film No. 192053 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of 2400 McCue Condominiums (the "Property") and the restrictive covenants set forth therein; and

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

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

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

I. BOOKS AND RECORDS.

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

history of an individual owner, an owner's personal financial information (including records of payment or non-payment of amounts due to the Association), an owner's contact information (other than the owner's address), or information related to an employee of the Association (including personnel files). Information may be released in an aggregate or summary manner that would not identify an individual owner.

- D The Association may release or allow inspection of any of the books and records described in Section I.C. if (1) the express written approval of the owner whose records are the subject of the request for inspection is provided to the Association, or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.
- E. The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association.

II WRITTEN REQUEST AND NOTICES.

- A. An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Association or authorized representative as reflected in the most current management certificate of the Association recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Association's books and records being requested. The written request must contain an election to either inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
 - 1. If an owner or the owner's representative requests an inspection, the Association shall on or before the tenth (10th) business after the date the Association receives the written request send written notice of dates during normal business hours that the owner or the owner's representative may inspect the books and records to the extent those books and records are in the possession, custody or control of the Association.
 - 2. If an owner or the owner's representative requests copies of the identified books and records, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th)

RP-2021-663569

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

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

III. COSTS AND EXPENSES.

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

COPY COSTS	\$0.10 per page for 8 ½ x 11 pages
	\$0.50 per page for pages 11 x 17 or greater
	Actual costs for specialty paper (color, photographs, maps, etc.)
	\$1.00 for each CD or audio cassette
	\$3.00 for each DVD
LABOR	\$15.00 per hour for actual time to locate, compile, and reproduce books and records (if copy request is more than 50 pages)

RP-2021-663569

- OVERHEAD 20% of total labor charge
(if copy request is more than 50 pages)
- MATERIALS Actual cost of labels, boxes, folders,
envelopes and other supplies used locate,
compile, and reproduce books and records
- POSTAGE Actual cost

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

2400 MCCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation

By: *Ajit Kwatra*
AJIT KWATRA, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 9 day of NOVEMBER 2021, by AJIT KWATRA, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public - State of Texas

RP-2021-663569

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
2400 MCCUE OWNERS ASSOCIATION, INC.
(RELIGIOUS DISPLAYS)**

The undersigned Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on OCTOBER 12, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under County Clerk's Film No. 192053 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of 2400 McCue Condominiums (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, pursuant to the Declaration, the entry doors at the Property are Limited Common Elements and the Association is responsible for the maintenance, repair and replacement of the Limited Common Elements at the Property; and

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

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

**ASSOCIATION POLICY AS TO
RELIGIOUS DISPLAYS**

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

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

1. threatens the public health or safety;
2. Violates a law other than a law prohibiting the display of religious speech;
3. Contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the

RP-2021-663570

- 5. owner's or resident's dwelling; or individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than twenty-five (25) square inches.

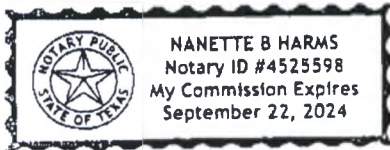
An owner or resident is not authorized to use material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Association's restrictive covenants or in accordance with the requirements of the Association's dedicatory instruments.

2400 MCCUE OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Asit Kwatra
ASIT KWATRA, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 9 day of NOVEMBER 2021, by ASIT KWATRA, Secretary of 2400 McCue Owners Association, Inc. Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Nanette B Harms
Notary Public - State of Texas

RP-2021-663570

RP-2021-663570
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

7.
ARTICLE
B

*****CORRECTED
SECRETARY'S CERTIFICATE OF
2400 McCUE OWNERS ASSOCIATION, INC.
(AMENDED AND RESTATED LEASING RULES)**

The undersigned, being the duly elected, qualified, and acting Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Condominium (for) 2400 McCue Condominiums" recorded under Film Code No. 192053 of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on FEBRUARY 4, 2020, with at least a majority of the Board of Directors being present, the "Amended and Restated Leasing Rules" attached hereto as Exhibit "A" were adopted and approved by the Board of Directors after notice was sent to the members of the Association in accordance with Section 82.070 of the TEXAS PROPERTY CODE.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 4 day of FEBRUARY, 2020.

2400 McCUE OWNERS ASSOCIATION, INC., a
Texas non-profit corporation

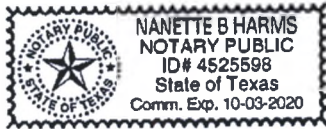
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By: 
IRENE HEIFETZ, Secretary

RP-2022-452003

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 4 day of FEBRUARY 2020, by ELENE HEIFETZ, Secretary of 2400 McCue Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





Notary Public - State of Texas

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

***This corrected document is being re-record to modify Exhibit "A" by deleting in its entirety item number 20 which was included in error and renumber the following item. No other corrections were made and the Amended and Restated Leasing Rules shall remain in full force and effect.

EXHIBIT "A"

**2400 McCUE OWNERS ASSOCIATION, INC.
AMENDED AND RESTATED LEASING RULES**

THESE AMENDED AND RESTATED LEASING RULES HEREBY AMEND AND REPLACE IN THEIR ENTIRETY THOSE CERTAIN LEASING RULES RECORDED ON JULY 25, 2016, UNDER HARRIS COUNTY CLERK'S FILE NO. RP-2016-322855 AND SHALL BE DEEMED INCORPORATED INTO AND FORM A PART OF THE EXISTING RULES AND REGULATIONS OF 2400 McCUE OWNERS ASSOCIATION, INC., AS DESCRIBED IN AND AS FULLY SET FORTH AND ATTACHED TO THAT CERTAIN "PRESIDENT'S CERTIFICATE" RECORDED ON JUNE 23, 2010, UNDER HARRIS COUNTY CLERK'S FILE NO. 20100266348 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

**AMENDED AND RESTATED LEASING RULES
(REFERRED TO HEREIN AS "LEASING RULES")**

2400 McCue Condominiums is a residential community and not intended to be occupied on a hotel or transient basis. Owners may lease their condominium units provided that the Owner abides by these Leasing Rules with every lease arrangement or agreement, regardless of the term of said arrangement or agreement.

1. Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas, for properties comparable to 2400 McCue at the time such lease application is made/lease entered into. In the event that any Owner fails or refuses to undertake the review and research as to such matters, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas, leasing similar property would have considered unfavorable and grounds for rejection of lease approval. Further, in the event that an Owner undertakes the review and research as to such matters, and such review and research discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas, leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such

RP-2022-452003

tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research. The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Unit in the property.

2. As provided in Section 3, Subsection 3(g) of the Declaration, all leases must be in writing, and subject to the terms of the Declaration, Bylaws, and Rules and Regulations of the Association. In the event that any tenant/occupant violates any restrictive covenant, term, or condition contained in the Declaration, Bylaws, or Rules or Regulations, such default shall constitute a default under the lease and the Owner of such Unit shall, within ten (10) days following written demand by the Association, declare the Lease to be in default, and commence forcible entry and detainer (eviction) proceedings against the tenant/occupant as a result of such default.
3. If an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:
 - a. Copy of Lease. Not later than one (1) business day prior to the date of move-in, an Owner shall provide a copy of the fully completed and executed lease (information deemed personal such as social security numbers, business terms, rent amount, etc. may be redacted). The Owner may provide a paper copy of the lease or may provide an electronic copy;
 - b. Resident Information. As required by Section 82.114(e)(3) of the TEXAS PROPERTY CODE, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease. In addition, an Owner shall provide to the Association not later than one (1) business day prior to the date of move-in a completed "Resident Information Form" which includes the name of every adult occupying the unit, cell phone numbers, home telephone numbers, e-mail addresses, vehicle information (year, make, model, color and state where the vehicle is licensed), emergency contact information, pet information (if pets are permitted by the Owner) and telephone number to be programmed into the Visitor Entry System (at the discretion and option of the Owner);
 - c. Background Information. Owner shall provide evidence and/or certify in writing to the Association that she or he has conducted all required searches (criminal background, sex-offender background, prior conviction background, prior landlord referrals, etc.) in accordance with Paragraph No. 1; and
 - d. Agent Information. As required by Section 82.114(e)(4) of the TEXAS PROPERTY CODE, if not shown in the copy of the lease delivered pursuant to

item (a) above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner.

Owners who fail or refuse to provide the documentation and information required by this Paragraph 3 within the time required shall be subject to the levy of an initial fine in the amount of Two Hundred Fifty Dollars (\$250.00), with a subsequent fine of Fifty Dollars (\$50.00) per day thereafter until such time that all of the required information is properly delivered to the Association.

4. Sub-leasing is permitted provided that the unit is leased in its entirety. No Owner shall lease less than an entire Unit.
5. Each Owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Unit, or the tenant's/occupant's family, guests, employees, contractors, agents, or invitees.
6. Each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, or any of the tenant's/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.
7. Upon the lease and/or rental of a Unit and prior to the new Tenant/occupant moving into the Unit, the Owner of the Unit must promptly submit to the Association Management Office: (a) the information described in Paragraph No. 3; (b) a completed Information Sheet; and (c) payment of an orientation fee in the amount of \$100.00. The Information Sheet may be obtained at the Association Management Office. The Owner must pay the mandatory non-refundable orientation fee to the Association prior to the new Tenant's move-in date and must schedule an orientation for the new Tenant prior to the Tenant's move-in date. Said orientation for all new Tenants must be scheduled with the Association Management Office during regular business hours (Monday through Friday from 9:00 a.m. to 4:00 p.m.). All orientations of new Tenants must be scheduled at least one business day in advance. All orientations of new Tenants shall be held at the Association Management Office during regular business hours as described and defined herein above. Orientations for new Tenants shall not be held on weekends or holidays. It is the responsibility of the Owner and the Owner's Tenant to schedule and attend an orientation prior to the Tenant's move-in date. As a part of the orientation, the new Tenant shall be provided with a copy of the rules and restrictions of the Association, and the new Tenant shall be required to acknowledge their receipt of said rules and restrictions by their signature.
8. All Tenants must display a YELLOW MCCUE parking permit in the front window of their vehicle(s) to park in the gated section of the garage. The expiration date of this permit will coincide with the expiration date of the lease. If Tenant remains a

resident after the expiration of the initial lease on a month by month basis, a new permit is required and may be issued in six (6) month increments. Permits are available to all Tenants at the posted dollar amount. This expense may be paid by Owner or Tenant as is agreed between those two parties. No cash or credit cards can be accepted and payment must be received at the time the permit is issued. No Owner shall give a RED MCCUE permit to a Tenant. Red permits have no expiration date and are for Owners and their family members only. All Parking Permit Numbers must be provided to the Association.

9. The Owner is responsible to provide the Association with the FOB Identification number of each FOB they issue to a Tenant for garage and door access to the building. New FOBS may be purchased by Tenant or Owner from the Association for the posted dollar amount. This expense may be paid by Owner or Tenant as is agreed between those two parties. No cash or credit cards can be accepted and payment must be received at the time permit FOB is issued. FOBS may not be transferred from one unit to another without notifying the Association. The FOB number must be provided to the Association.
10. Every Tenant must be provided with a copy of the Rules and Regulations and Move In/Move Out policy of the Association prior to signing a lease.
11. Landlord Owners and/or Owners of Tenant occupied units are advised to stay informed of and comply with federal and state laws as well as local ordinances regulating residential rental properties and relations between landlords and tenants. The Association has no duty to notify Owners about changes to landlord/tenant laws and ordinances.
12. The maximum occupancy allowed is two (2) persons per bedroom in any unit.
13. Owners shall instruct their tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their Tenants that all architectural changes to the unit must have the proper consent of the Owner and the Association.
14. The Association Management Office is unable to give building access to any Tenant or Tenant's family members, friends, contractors or any person. The Tenant may have a phone number programmed into the Visitor Entry System by way of the Resident Information Form if provided to the Association. The Tenant must access the building by FOB provided by the unit Owner.
15. The Association Management Office does not perform the duties of a Leasing Office. They are unable to provide rental information, give tours or give building access to prospective Tenants, Agents, Realtors or any other persons. The Owner or Owner's Agent has this responsibility. The Association has designated a lock box rail in the Visitor Parking area of the garage where Owners, Agents and Tenants can secure keys and FOBS if they wish to. The Association is under no obligation

RP-2022-452003

to provide this facility and assumes no liability for these lock boxes.

- 16. The Association is unable to provide Unit keys or Mail Box Keys to any Tenants. In the event of a lost key or FOB and no access to unit, Tenant is advised to contact the Unit Owner or Owner's Agent.
- 17. If the Unit Owner allows pets, Tenants are required to abide by all Association rules and Owners are responsible for any damages cause to the Association by the Tenant or Tenant's pets.
- 18. All Tenants must abide by the Association's Move in – Move Out policy. Moving in or moving out of 2400 McCue is permitted Monday through Friday and only between the hours of 9:00 a.m. and 5:00 p.m., excluding public holidays. Tenants must contact the Association to reserve the freight elevator in advance. It will be reserved on a first come, first serve basis. If using a moving company, Tenant must provide a Certificate of Insurance to the Association with the Association named as additional insured.
- 19. Owners in violation of these Leasing Rules shall be subject to fines in accordance with the Enforcement Policies set forth in the Rules and Regulations of the Association which may be lawfully amended from time to time. In addition to the foregoing, in the event these Leasing Rules are violated the Association may bring an action at law for declaratory and/or Injunctive relief with any court of competent jurisdiction, or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of these Leasing Rules.
- ~~20. Any lease agreement in place as of the Effective Date of these Leasing Rules shall be grandfathered, and any lease agreements executed after the Effective Date of these Leasing Rules shall be for a lease term of not less than thirty (30) days.~~
- 20. The "Effective Date" of these Leasing Rules shall be the date same are duly recorded in the Official Public Records of Harris County, Texas.

RECORDER'S MEMORANDUM:

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

FILED FOR RECORD

8:00:00 AM

Tuesday, February 11, 2020



COUNTY CLERK, HARRIS COUNTY, TEXAS

RP-2022-452003

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, February 11, 2020



COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-452003
Pages 9
09/07/2022 09:38 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$46.00

RECORDERS MEMORANDUM

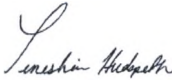
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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




COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-452003