

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine A. Zarate, who, being by me duly sworn according to law, stated the following under oath:

“My name is Catherine A. Zarate. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for H.O.A. of Valencia Condominiums, Inc., a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

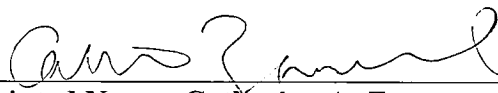
Attached hereto is the original of, or a true and correct copy of, the following dedicatory instrument, including known amendments or supplements thereto, governing the Association, which instrument has not previously been recorded: **Bylaws of H.O.A. of Valencia Condominiums, Inc. and Rules of H.O.A. of Valencia Condominiums, Inc.**

The document attached hereto is subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) A Condominium located in the City of Houston, County of Harris, State of Texas, a subdivision plat of which is recorded under Film Code No. 554167 of the Map Records of Harris County, Texas.
- 2) Condominium Declaration for The Valencia Condominiums, recorded on September 21, 1981 under Film Code No. 195059 of the Condominium Records of Harris County, Texas.

SIGNED on this the 26th day of August 2021.


 Printed Name: Catherine A. Zarate
 Attorney/ Agent for H.O.A. of Valencia
 Condominiums, Inc.

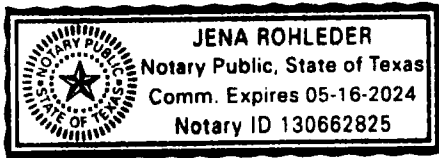
RP-2021-490408

VERIFICATION

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine A. Zarate, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 26th day of August 2021.



Jena Rohleder

Notary Public – State of Texas

RECORDED BY:

ISG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

RP-2021-490408

EXHIBIT C
to Condominium Information Statement

Bylaws
of H.O.A. of Valencia Condominiums, Inc.

BYLAWS

OF

H.O.A. OF VALENCIA CONDOMINIUMS, INC.

RP-2021-490408

BYLAWS
OF
H.O.A. OF VALENCIA CONDOMINIUMS, INC.

ARTICLE I

General

Section 1. Applicability. These Bylaws provide for the self-government of H.O.A. of Valencia Condominiums, Inc., in accordance with the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, as may be amended from time to time (the "Condominium Act"), the Certificate of Formation filed with the Secretary of State and the Declaration of Condominium for The Valencia Condominiums, recorded in the Condominium Records of Harris County, Texas (the "Declaration").

Section 2. Name. The name of the corporation is H.O.A. of Valencia Condominiums, Inc. (the "Association").

Section 3. Definitions. The terms used herein shall have their generally accepted meanings or such meanings as are specified in the Declaration.

Section 4. Membership. A Unit Owner shall automatically become a member of the Association upon taking title to the Unit and shall remain a member for the entire period of ownership. As may be more fully provided below, a member's spouse or domestic partner may exercise the powers and privileges of the member. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Unit Owner's membership. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.

Section 5. Entity Members. If a Unit is owned by a corporation, limited liability company, partnership, trust, or other legal entity that is not a natural person or persons, then any natural person who is an officer, Director, or other designated agent of such corporation or trust, partner of such partnership, manager of a limited liability company or representative of such other legal entity shall be eligible to represent such entity or entities in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or entities which are the Unit Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.

Section 6. Voting. Each Unit shall be entitled to one (1) equal vote, which vote may be cast by the Unit Owner, the Unit Owner's spouse, the domestic partner of the Unit Owner, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Unit Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member if that Unit Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Unit Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of a Unit Owner have been suspended, that Unit Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

Section 7. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Unit Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number of eligible votes, Unit Owners, or other group, respectively. Unless otherwise specifically stated, the words "majority vote" mean more than fifty percent (50%) of those voting in person or by proxy. Except as otherwise specifically provided in the Declaration or these Bylaws, all decisions shall be by majority vote.

Section 8. Purpose. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Condominium Act, the Texas Business Organizations Code, the Texas Non-Profit Corporation Act and the Declaration. Except as to those matters which the Condominium Act, the Declaration, the Texas Business Organizations Code, or the Texas Non-Profit Corporation Act specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

ARTICLE II

Meeting of the Members

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during the fourth quarter of each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Association shall be set on a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Unit Owners holding at least twenty percent (20%) of the total eligible Association vote. Any such written petition by the members must be

submitted to the Association's Secretary. The Secretary shall then verify that the required number of members have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to the record Unit Owner of each Unit or to the Units a notice of each annual or special meeting of the Association not less than ten (10) nor more than sixty (60) days prior to each meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Unit Owner wishes notice to be given at an address other than his or her Unit, the Unit Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered proper service of notice.

Section 4. Waiver of Notice. Waiver of notice of meeting of the Unit Owners shall be deemed the equivalent of proper notice. Any Unit Owner may, in writing, waive notice of any meeting of the Unit Owners, either before or after such meeting. Attendance at a meeting by a Unit Owner, whether in person or represented by proxy, shall be deemed waiver by such Unit Owner of notice of the time, date, and place thereof unless such Unit Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 5. Quorum. Except as may be provided elsewhere, the presence of Unit Owners, in person or by proxy, entitled to cast one-third (1/3) of the total eligible Association vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Unit Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

Section 6. Adjournment. Any meeting of the Unit Owners may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Unit Owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 7. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, U.S. mail or

facsimile transmission to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Secretary, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 8. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of Directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite majority of the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant, if required. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 9. Order of Business. At all meetings of the Association, Robert's Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Certificate of Formation, unless the Unit Owners present at a particular meeting vote to suspend Robert's Rules at that meeting.

RP-2021-490408

ARTICLE III
Board of Directors

A. Composition and Selection

Section 1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors. Except for Directors appointed by the Declarant hereunder, the Directors shall be Unit Owners or spouses or domestic partners of such Unit Owners; provided, however, no Unit Owner and his or her spouse or domestic partner may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association. Directors shall not be eligible to serve more than three (3) consecutive two (2) year terms without first resigning from the Board for a time period which shall be the lesser of: (a) one (1) year; or (b) the period of time from the end of one (1) annual meeting of the Association to the beginning of the next annual meeting of the Association.

Section 2. Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove all Directors and officers until the earlier of: (1) three (3) years after the recording of the Declaration, (2) one hundred twenty (120) days after the date of which seventy-five percent (75%) of the Units have been conveyed by Declarant to Unit Owners other than a Person constituting the Declarant, or (3) the surrender in writing by Declarant of the authority to appoint and remove officers and Directors of the Association; provided, however, not later than one hundred twenty (120) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, one (1) member of the Board shall be elected by Unit Owners other than Declarant in accordance with Section 3 below.

Section 3. Number of Directors and Term of Office. The Board shall consist of five (5) persons. The Directors of the Association shall be divided into two (2) classes with the first class to consist of three (3) Directors and the second class to consist of two (2) Directors. The term of office of the first class shall expire at the first annual meeting of the Association and the term of office of the second class shall expire at the second annual meeting of the Association. At each future annual meeting of the Association the successors to the class of Directors whose terms expire at such meeting shall be elected to serve for terms of two (2) years subject to the following provisions: Not later than one hundred twenty (120) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, the Association shall call a meeting to be held at which three (3) Directors shall be appointed by Declarant and two (2) Directors shall be elected by Unit Owners other than Declarant to serve on the Board until the termination of the Declarant's right to appoint Directors and officers. Not later than one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than Declarant, the Association shall call a meeting to be held at which Unit Owners shall elect five (5) persons as Directors, three (3) of whom shall be designated as members of the first class Directors and the remaining two (2) Directors shall be designated as members of the second class of Directors. The term of office of the first class of Directors shall expire at the first annual

meeting of the Association held thereafter and the term of office of the second class shall expire at the second annual meeting of the Association held thereafter. At each future annual meeting of the Association the successors to the class of Directors whose terms expire at such meeting shall be elected to serve for terms of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 4. Removal of Members of the Board of Directors. At any annual or special meeting of the Association duly called, any one (1) or more Board members, except for Directors appointed by Declarant hereunder, may be removed with or without cause by a majority of the total eligible Association vote to elect said Director and a successor may then and there be elected to fill the vacancy thus created. Further, any Director who is more than thirty (30) days past due in the payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the Director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 5 below. Any Director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a majority of the other Directors. Any Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a Director by a majority of the total eligible Association vote or by Declarant, shall be filled by a vote of the majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office for the remainder of the term of the Director being replaced. Notwithstanding anything to the contrary herein, any Director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the entity who is the Unit Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining Directors, even if less than a quorum at any meeting of the Directors.

Section 6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the total eligible Association vote. Directors may be reimbursed for the expenses incurred in carrying out their duties as Directors upon approval of such expenses by the Board of Directors. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred and No/100 Dollars (\$100.00) per calendar year.

Section 7. Director Conflicts of Interest. Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director, provided that the Director's interest is disclosed to the Board and the contract is approved by a majority of the Directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the Director with whom the contract is made. The interested Director shall not count for purposes of establishing a quorum of the Board. The interested Director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during the discussion. Notwithstanding anything herein, the Directors, during the period of Declarant

control, shall be authorized on behalf of the Association to enter into contracts with the Declarant and its affiliates as set forth in the Declaration.

Section 8. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. The Board also may appoint a nominating committee to make nominations prior to the meeting.

Section 9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

B. Meetings.

Section 1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the membership.

Section 2. Special Meetings. Special meetings of the Board may be called by the President on two (2) days notice to each Director given by regular first class mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) Directors.

Section 3. Waiver of Notice. Any Director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all Directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 4. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A majority of Directors shall constitute a quorum for the transaction of business. One (1) or more Directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

Section 5. Open Meetings. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, contract negotiations,

enforcement actions, matters involving the invasion of privacy of individual Unit Owners, matters that are to remain confidential by request of the affected parties and agreement of the Board, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 6. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the Directors consent to such action in writing, sent via hand delivery, regular first class mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a majority of the Directors and such consents shall be filed with the minutes of the Board of Directors.

C. Powers and Duties.

Section 1. Power and Duties. The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Condominium and may do all such acts and things not directed to be done and exercised exclusively by the members under the Condominium Act, the Declaration, the Certificate of Formation, or these Bylaws. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Unit Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of the Condominium in accordance with the Declaration;

(d) designating, hiring, and dismissing the personnel or management company necessary for the operation of the Association and the maintenance, repair, and replacement of the Condominium in accordance with the Declaration and, where appropriate, providing for the compensation of such personnel or company and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in the Condominium Act, and using the proceeds to administer the Association;

(f) making and amending rules and regulations and imposing sanctions for violation thereof, including, without limitation, monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Elements in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Unit Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Condominium Act and the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Unit Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(m) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 2. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize in its discretion. The Board shall use reasonable efforts in any management contract to provide for termination of such contract by the Association with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3. Borrowing. Except as may be set forth in the Declaration, the Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Elements and facilities, and for other purposes, with the approval of a majority of the total eligible Association vote.

Section 4. Liability and Indemnification of Officers, Directors and Committee Members. To the fullest extent permitted by the Texas Business Organizations Code and/or the Texas Non-Profit Corporation Act, the Association shall indemnify every officer, Director, and committee member (including Directors, officers, and committee members appointed by Declarant during the period of Declarant control) against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer, Director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made

a party by reason of being or having been an officer, Director or committee member, whether or not such person is an officer, Director or committee member at the time such expenses are incurred subject to the limitations below. The Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration

D. Committees.

Section 1. Architectural Control Committee. The Board shall establish an Architectural Control Committee for the purpose of establishing and maintaining architectural standards in the Condominium as provided in the Declaration.

Section 2. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3. Service on Committees. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.

Section 2. Election of Officers. During the period Declarant has the right to appoint any Directors to the Board, Declarant shall appoint all officers in its discretion. Thereafter, the Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the members and shall hold office at the pleasure of the Board and until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Texas Business Organizations Code and/or the Texas Non-Profit Corporation Act, including, but not limited to, the power to appoint committees from among the

members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a non-profit corporation organized under Texas law.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 9. Other Officers. Other offices may be created by the Board, and the Board members that hold such offices shall have such titles and duties as are defined by the Board.

Section 10. Amendments, Agreements, Contracts, Deeds, and Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors. The President and Secretary shall have authority to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

ARTICLE V

Rule Making and Enforcement

Section 1. Authority and Enforcement. The Condominium shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements; provided copies of all such rules and regulations shall be furnished to all Unit Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total eligible Association vote and the consent of the Declarant so long as the Declarant has the right to appoint and remove Directors, at an annual or special meeting of the membership. Every Unit Owner and Occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one (1) or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Unit Owner's Unit and to suspend a Unit Owner's right to vote or to use the Common Elements for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Unit Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Unit Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements (provided, however, if a Unit Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, suspension of the right to vote and the right to use the Common Elements shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of the Declaration, where applicable), unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under subsection (b) below.

(a) Notice. If any provision of the Declaration or Bylaws or any rule or regulation of the Association is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing within thirty (30) days of the date of the notice before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within thirty (30) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, towing of

vehicles that are in violation of the parking rules and regulations or performing maintenance on any Unit upon a failure by the Unit Owner to so do) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Unit Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Elements to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations; provided, however, written notice shall be given to the Unit Owner at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorney's fees shall be assessed against the violating Unit Owner and shall be collected as provided herein for the collection of assessments.

ARTICLE VI

Miscellaneous

Section 1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (i) via personal delivery to the addressee; or
- (ii) via United States mail, first class, postage prepaid; or
- (iii) via facsimile.

(b) Addressee. Notice sent by one of the methods described in Section 1, subparagraph (a) shall be deemed to have been duly given:

- (i) If to a Unit Owner, at the address or facsimile number which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Unit Owner;
- (ii) If to an Occupant, at the address or facsimile number which the Occupant has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit occupied; or
- (iii) If to the Association, the Board or the managing agent, at the postal address or facsimile of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 2. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Fiscal Year. The fiscal year of the Association may be set by Board resolution, and, in the absence thereof, shall be the calendar year.

Section 6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board and a financial statement prepared. However, after having received the Board's financial statement review at the annual meeting, the Unit Owners may, by a majority of the total eligible Association vote, require that the accounts of the Association be audited as a Common Expense by an independent accountant. Such statement shall be made available to the holder, insurer, or guarantor of any first mortgage on a Unit upon submission of a written request and must be available within one hundred twenty (120) days of the Association's fiscal year end. If an audited financial statement by an independent accountant is not required, a mortgage holder may have an audited statement prepared at its own expense.

Section 7. Conflicts. The duties and powers of the Association shall be those set forth in the Texas Uniform Condominium Act, the Texas Business Organizations Code, the Texas Non-Profit Corporation Act, the Declaration, these Bylaws, and the Certificate of Formation, together with those reasonably implied to affect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Condominium Act, the Texas Business Organizations Code, the Texas Non-Profit Corporation Act, the Declaration, these Bylaws, or the Articles of Incorporation, then the provisions of the Condominium Act, the Texas Business Organizations Code, the Texas Non-Profit Corporation Act, as may be applicable, the Declaration, the Certificate of Formation and these Bylaws, in that order, shall prevail, and each Unit Owner, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 8. Amendment. Except where a higher vote is required for action under a particular provision of the Declaration or Bylaws, in which case such higher vote shall be necessary to amend, these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members holding sixty-seven percent (67%) of the total eligible Association vote. As long as Declarant owns any Unit primarily for the purpose of sale, any amendment to the Bylaws shall require the written consent of Declarant. No amendment shall become effective until it is certified by the President and Secretary of the Association and recorded in the Real Property Records of Harris County, Texas.

Any amendment duly certified and recorded shall be conclusively presumed to have been duly adopted in accordance with the Declaration and Bylaws. Unit Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the amendment requirement.

Any action to challenge the validity of an amendment adopted under this Section must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

Section 9. Books and Records

(a) 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:

- (i) its Certificate or restated Certificate of Formation and all amendments to them currently in effect;
- (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;
- (iii) resolutions adopted by either its members or Board of Directors increasing or decreasing the number of Directors or the classification of Directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
- (iv) resolutions adopted by either its members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of members or any class or category of members;
- (v) the minutes of all meetings of members and records of all actions approved by the members for the past three (3) years;
- (vi) all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;
- (vii) a list of the names and businesses or home addresses of its current Directors and officers; and
- (viii) its most recent annual report delivered to the Secretary of State.

(b) A member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the member wishes to inspect and copy only if the member's demand is made in good faith and for a proper purpose that is reasonably

relevant to the member's legitimate interest as a member; the member describes with reasonable particularity the purpose and the records the member desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

- (i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or the Board without a meeting, to the extent not subject to inspection under subsection 9(a);
- (ii) accounting records of the Association; and
- (iii) the membership list only if for a purpose related to the member's interest as a member. Without the consent of the Board, a membership list or any part thereof may not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

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

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of H.O.A. of Valencia Condominiums, Inc., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organizational meeting on the _____ day of February, 2006.

IN WITNESS WHEREOF, I hereunto set my hand this the _____ day of February, 2006.

H.O.A. OF VALENCIA CONDOMINIUMS, INC.

By: _____
Ronald L. Lozoff, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this _____ day of February, 2006, personally appeared Ronald L. Lozoff, Secretary of H.O.A. of Valencia Condominiums, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

Notary Public in and for the State of: _____
Printed Name: _____
My Commission Expires: _____

RP-2021-490408

to Condominium Information Statement

**Rules
of H.O.A. of Valencia Condominiums, Inc.**

RULES

OF

H.O.A. OF VALENCIA CONDOMINIUMS, INC.

RP-2021-490408

**RULES
OF
H.O.A. OF VALENCIA CONDOMINIUMS, INC.**

These Rules have been adopted by the Board of Directors of H.O.A. of Valencia Condominiums, Inc., a Texas non-profit corporation and condominium association (the "Association"), in accordance with the provisions of the Bylaws of H.O.A. of Valencia Condominiums, Inc. (the "Bylaws").

These Rules apply to the Units and Common Elements of The Valencia Condominiums ("The Valencia" or the "Condominium"), as defined in the Declaration of Condominium The Valencia Condominiums (the "Declaration"), to be recorded in the Real Property Records of Harris County, Texas. By owning or occupying a Unit in The Valencia, each Unit Owner and Occupant agrees to abide by these Rules, as well as the obligations of Unit Owners and Occupants provided in the Declaration and Bylaws.

For the convenience of Unit Owners and Occupants of The Valencia, these Rules may restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules unless otherwise noted. "Common Elements," as used herein, shall include Limited Common Elements. In the event of a conflict between Governing Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, and these Rules (lowest).

A. COMPLIANCE

A-1. Compliance. Each Unit Owner and Occupant shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "Governing Documents"). Each Unit Owner, additionally, shall be responsible for compliance with the Governing Documents by the occupants or tenants of his or her Unit and his or her or their respective families, invitees, tenants, subtenants, agents, employees, or contractors (collectively, "Occupants"). Use of "Unit Owner" in these Rules shall be deemed to include and apply to all co-owners of a Unit in The Valencia, who shall be jointly and severally responsible for compliance with the Governing Documents with respect to such Unit. A Unit Owner or Occupant should contact the Board of Directors if he or she has a question about these Rules.

A-2. Additional Rules. Each Unit Owner and Occupant shall comply with all rules and signs posted from time to time with the Condominium by the Association, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules by reference. Each Unit Owner and Occupant shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or

temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.

- A-3. Waiver. Certain circumstances may warrant waiver or variance of these Rules. A Unit Owner must make written application to the Board of Directors for such waiver or variance. An Occupant may also make such application with the written consent of the Unit Owner of such Unit. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective.
- A-4. Emergency. Notwithstanding anything in these Rules to the contrary, the Board of Directors and the officers of the Association shall be entitled, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health and safety of Unit Owners, Occupants and other persons on or near the Condominium and to prevent damage or destruction of the Condominium and property located thereon.

B. OBLIGATIONS OF UNIT OWNERS AND OCCUPANTS

- B-1. Safety. Each Unit Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person within the Condominium to whom the Unit Owner or Occupant has a duty of care, control, or custody.
- B-2. Damage. Each Unit Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Unit Owners and Occupants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the Unit Owner or by any Occupant or other person for whom the Unit Owner is responsible.
- B-3. Association Does Not Insure. Each Unit Owner and Occupant is solely responsible for insuring his or her personal property in the Unit and within the Condominium, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or within the Condominium shall be solely at the risk of the Unit Owner or Occupant who owns such personal property. The Association urges Unit Owners and Occupants to purchase insurance on their personal belongings.
- B-4. Risk Management. No Unit Owner or Occupant shall permit anything to be done or kept in his or her Unit or the Common Elements, which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. Reimbursement for Enforcement. A Unit Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Governing Documents against the Unit Owner, his or her Unit, or Occupants or other persons for whom the Unit Owner is responsible.

- B-6. Reimbursement for Damage. A Unit Owner shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligent or willful conduct of the Unit Owner or the Occupants or other persons for whom the Unit Owner is responsible.

C. OCCUPANCY STANDARDS

- C-1. Numbers. A Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- C-2. Danger. The Association may prohibit occupancy by a person who either (i) constitutes a direct threat to the health or safety of other persons, or (ii) whose occupancy would result in substantial physical damage to the property of others pursuant to the Fair Housing Act.
- C-3. Occupancy Defined. Occupancy of a Unit, for purposes of these Rules, shall mean occupancy of at least 30 (thirty) continuous days or 60 (sixty) non-continuous days in any 12-month period.
- C-4. Term of Lease. All leases shall state that all tenants shall be under written leases and each such lease shall contain language which requires all tenants to be subject to the Rules of the Condominiums Association as amended from time to time. Less than all of a Unit may not be leased.
- C-5. Written Leases. Each lease of a Unit must be in writing, and a Unit Owner shall provide the Board of Directors with a copy of each lease of that Unit Owner's Unit if requested by the Board of Directors.

D. GENERAL USE AND MAINTENANCE OF UNIT

- D-1. Residential Use. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes except for home professional or business pursuits which are not disruptive or violate the use, enjoyment and rights of other Unit Owners and Occupants and which conform to all applicable laws and ordinances.
- D-2. Annoyance. No Unit may be used in any way that may reasonably be considered annoying to Unit Owners and Occupants of neighboring Units, or that may endanger the health or safety of other Unit Owners and Occupants or violate any law or any provision of the Governing Documents.
- D-3. Maintenance. Each Unit Owner, at his or her sole cost and expense, shall maintain his or her Unit and keep it in good repair, including the inner, finished surfaces of the Unit's perimeter walls, floors, and ceilings.
- D-4. Patio or Balcony. Each Unit Owner and Occupant shall keep his or her Unit and patio or balcony, if any, in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other Unit Owners and Occupants. A

patio or balcony may not be enclosed or used for storage purposes. No grilling is permitted on a patio or balcony.

- D-5. Exterior Windows. Maintenance and repair of windows along the exterior of the Buildings shall be made only by the Association, unless the Board of Directors grants permission otherwise. The cost of such maintenance or repair of exterior windows may be assessed against a Unit if due to damage caused by the Unit Owners or Occupants of such Unit or other persons for whom the Unit Owner is responsible.
- D-6. Air Conditioning Equipment. Each Unit Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his Unit, including periodic maintenance and replacement of filters in the air handler mechanical unit located in such Unit.
- D-7. Combustibles. No Unit Owner or Occupant may store or maintain, anywhere within the Condominium (including within a Unit) explosives or materials capable of spontaneous combustion.
- D-8. Report Malfunctions. A Unit Owner or Occupant shall immediately report to the Board of Directors his or her discovery of any leak, break, or malfunction in any portion of his or her Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Unit Owner or Occupant, who may be liable for any additional damage caused by the delay.
- D-9. Utilities. Each Unit Owner and Occupant shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his or her Unit.
- D-10. Frozen Water Pipes. During periods of anticipated below freezing temperatures, water lines within or serving a Unit should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Failure by a Unit Owner or Occupant to monitor the local weather and take appropriate precautions shall be deemed negligence.

E. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- E-1. Intended Uses. Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.
- E-2. Grounds. Unless the Board of Directors designates otherwise, Unit Owners and Occupants may not use or abuse any landscaped areas, lawns, beds, and plant materials on the Common Elements.
- E-3. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the Common Elements, including window sills, passageways and

courtyards, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on Common Elements are deemed abandoned and may be disposed of by the Board of Directors.

- E-4. Stored Items. If the Association provides storage areas for use by Unit Owners and/or Occupants, each Unit Owner and Occupant agrees that the Association is not responsible for items stored there by an Unit Owner or Occupant, who shall be solely liable at all times for his or her personal property.

F. COMMUNITY ETIQUETTE

- F-1. Courtesy. Each Unit Owner and Occupant shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Unit Owners and Occupants.
- F-2. Annoyance. Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Unit Owners and Occupants or their guests, or the Association's employees and agents. The Manager shall have the right to remove any guest who is unruly or otherwise violating these Rules.
- F-3. Noise and Odors. Each Unit Owner and Occupant shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Unit Owners and Occupants of other Units.
- F-4. Reception Interference. Each Unit Owner and Occupant shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception within the Condominium.
- F-5. No Personal Service. The Association's employees and agents are not permitted or authorized to render personal services to Unit Owners and Occupants. Each Unit Owner and Occupant agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such Unit Owner or Occupant.
- F-6. Compliance with Law. Unit Owners and Occupants may not use the Condominium for unlawful activities. Each Unit Owner and Occupant shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Houston, Texas. A Unit Owner or Occupant who violates this provision shall hold the Association and other Unit Owners and Occupants harmless from all fines, penalties, costs, and prosecutions for such person's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1. Common Elements. Without the prior written approval of the Board of Directors, no Unit Owner or Occupant may change, remodel, decorate, destroy, or improve the Common

Elements, nor do anything to change the appearance of the Common Elements, including, without limitation, the entry door, patio, balcony, landing or walkway appurtenant to the Unit.

G-2. Prohibited Acts. No person may:

- (a) Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit.
- (b) Place or hang an object in, on, from, or above any window, interior windowsill, patio or balcony that unreasonably detracts from the appearance of the Condominium. Notwithstanding the foregoing, a Unit Owner or Occupant may install carpeting or other floor covering on the patio or balcony floor.
- (c) Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, patios, balconies, or passageways.
- (d) Erect or install exterior horns, lights, speakers, aerials, antennas or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof except antennas and satellite dishes installed in accordance with Federal Communication Commission regulations.
- (e) Place decorations on the Common Elements.

G-3. Window Treatments. A Unit Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:

- (a) Aluminum foil, reflective window treatments, sheets and blankets are expressly prohibited;
- (b) The exterior of all window treatments shall be neutral in color; and
- (c) Window treatments must be maintained in good condition.

G-4. Board Approval. To obtain the Board of Directors' written consent for a modification to a Unit, an 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.

H. PARKING AREA RESTRICTIONS

- H-1. 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.
- H-2. Repairs. Washing, repairs, restoration, or maintenance of vehicles is prohibited in the Parking Area, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-3. 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.
- H-4. 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."
- H-5. Nuisances. 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 onto 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.
- H-6. 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 Unit Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

- I-1. General Duty. Each Unit Owner and Occupant shall not litter Common Elements, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.
- I-2. Hazards. No Unit Owner or Occupant may store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, each Unit Owner and Occupant shall ensure that the debris is thoroughly cold.

I-3. Excess Trash. Each Unit Owner and Occupant shall place trash entirely within a dumpster, and may not place trash outside, next to, or on top of dumpster. Dumpster doors are to be closed at all times when not in use.

J. PETS

J-1. Permitted Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Subject to these Rules, generally recognized household pets, which are gentle in disposition and domesticated, including dogs, cats, caged birds and aquarium fish, may be kept in Units, provided that no otherwise authorized pets may be kept, bred, or maintained for any commercial purpose. Permitted house pets shall also include any specially trained animals that serve as physical aids to handicapped persons, regardless of the animal's size or breed. No pet should be left unattended outside of a Unit, on a balcony or patio or the Common Elements. The Board shall have the right to fine any Unit Owner who violates the provisions of this paragraph.

J-2. Prohibited Animals. No Unit Owner or Occupant may keep a snake or a dangerous or exotic animal, trained attack dog or any other animal deemed by the Board of Directors to be a potential threat to the well being 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.

J-3. Common Elements. No pet is allowed on Common Elements unless carried or leashed. No pet may be leashed to any stationary object on the Common Elements.

J-4. Disturbance. Pets shall be kept in a manner that does not disturb the peaceful enjoyment of Unit Owners and Occupants 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 periods of time.

J-5. Damage. Each Unit Owner and Occupant is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict, and shall compensate any person injured by his or her pet. Any Unit Owner or Occupant who keeps a pet within the Condominium shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association, and other Unit Owners and Occupants, from and against any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium.

J-6. Waste. No Unit Owner or Occupant may permit his or her pet to relieve itself anywhere within the Condominium unless the Unit Owner or Occupant picks up and properly disposes of such animal waste. The Board of Directors shall have the right to impose a fine for any Unit Owner that violates this provision.

J-7. Removal. If a Unit Owner or Occupant or his or her pet violates these 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 Occupant or any person having control of the animal shall be given a written notice by the Board of Directors to correct the problem. If the problem is not corrected within the time specified in the notice, the Unit Owner or Occupant, upon written notice from the Board of Directors, may be required to remove the pet. Each Unit Owner and Occupant agrees to permanently remove his or her violating pet from the Condominium within three (3) days after receipt of a removal notice from the Board of Directors.

K. SWIMMING POOL AND FITNESS CENTER

K-1. Use. All children sixteen (16) years or younger must be accompanied by an adult while in the swimming pool area. Each Unit Owner and Occupant must be considerate of the other Unit Owners and Occupants in the matter of inviting guests to use the swimming pool since the Unit Owners and Occupants have first consideration as to the use of the pool. No more than four (4) guests should be invited by any Unit Owner or Occupant. Guests are not permitted unless the Unit Owner or Occupant who has invited them is with them at the pool. Each Unit Owner or Occupant shall be deemed to have indemnified and agreed to hold harmless the Board of Directors, the Association, and other Unit Owners and Occupants, from and 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.

K-2. 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. Appropriate swimming attire must be worn for swimming at all times.

K-3. Health. For the protection of each Unit Owner and Occupant, 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.

K-4. Fitness Center. The fitness center is solely for the use of Unit Owners, one guest at any given time and Occupants. No children sixteen (16) years or younger shall be permitted to use the fitness center unless accompanied by an adult. Proper work-out clothing and a towel is required. A Unit Owner or Occupant is responsible for wiping down the equipment used after use.

L. MISCELLANEOUS

L-1. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its Directors, officers, committees, members, agents and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security

measures undertaken. Each Unit Owner, Occupant, guest, and invitee within the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, if any, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

L-2. Right to Hearing. A Unit Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Unit Owner or an Occupant of the Unit Owner's Unit. An Occupant may also request a hearing with the written consent of the Unit Owner of the Occupant's Unit. The Board of Directors will schedule a hearing within thirty (30) days of receiving the Unit Owner's or Occupant's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Unit Owner and, if applicable, the Occupant may attend the hearing in person, or may be represented by another person or by written communication. Any fines and assessments are specifically subject to the notice and hearing procedures in the Declaration.

L-3. Mailing Address. A Unit Owner or Occupant who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Unit Owners or Occupants by the Governing Documents shall be sent to the most recent address as shown on the records of the Association. If a Unit Owner or Occupant fails to provide a forwarding address, the address of that Unit Owner's or Occupant's Unit shall be deemed effective for purposes of delivery. Delivery may be either in person, by courier or messenger to any person at the address, by facsimile, or by United States mail. All deliveries shall be effective on receipt by the addressee or any person at the addressee's address, except that delivery by mail shall be effective three (3) days after deposit in the mail, postage prepaid.

L-4. Revision. These Rules are subject to being revised, replaced, or supplemented. Unit Owners and Unit Owner and Occupants are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until the Association delivers notice of an amendment or revocation of these Rules to a Unit Owner of each Unit.

L-5. Other Rights. These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Certificate of Formation of the Association, and the laws of the State of Texas.

L-6. Effective Date. These Rules are the initial Rules of H.O.A. of Valencia Condominiums, Inc. and shall become effective February _____, 2006.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the initial Rules of H.O.A. of Valencia Condominiums, Inc., a Texas non-profit corporation and condominium association, as adopted by the initial Board of Directors at its organizational meeting on the _____ day of February, 2006.

IN WITNESS WHEREOF, I hereunto set my hand this the _____ day of February, 2006.

H.O.A. OF VALENCIA CONDOMINIUMS, INC.

By: _____
Ronald L. Lozoff, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this _____ day of February, 2006, personally appeared Ronald L. Lozoff, Secretary of H.O.A. of Valencia Condominiums, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

Notary Public in and for the State of: _____
Printed Name: _____
My Commission Expires: _____

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Pages 33
08/27/2021 11:14 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$142.00

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-2021-490408