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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIO VISTA SUBDIVISION

STATE OF TEXAS |
COUNTY OF MONTGOMERY |

KNOW ALL MEN BY THESE PRESENTS:

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

WITNESSETH:

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

~~of Montgomery County, Texas hereinafter referred to as "Plat", and~~
~~"Subdivision"; and~~

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

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

ARTICLE I

DEFINITIONS

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

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

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

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

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

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

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

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Architectural Guidelines for Religious Displays

WHEREAS:

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

BE IT RESOLVED THAT:

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

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Architectural Guidelines for Solar Energy Devices

WHEREAS:

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

BE IT RESOLVED THAT:

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

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Architectural Guidelines for Roofing Materials

WHEREAS:

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

BE IT RESOLVED THAT:

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

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Architectural Guidelines for Rainwater Collection Devices

WHEREAS:

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

BE IT RESOLVED THAT:

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

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Architectural Guidelines for Flag Displays

WHEREAS:

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

BE IT RESOLVED THAT:

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

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

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

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

EFFECTIVE DATE: 10 / 12 / 2021

Authorized Board Member Signature: R. Stowe

Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Conflict of Interest Policy

WHEREAS:

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

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

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

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

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

EFFECTIVE DATE: 10 / 01 / 2021

R. Stowe

Authorized Board Member Signature: _____

Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

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

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

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

NOW, THEREFORE, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

General Procedures:

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

Email Procedures:

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

Telephonic Procedures:

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

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

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe*

Date: 10 / 12 / 2021

**Bid Solicitation Process for the
Rio Vista Property Owners Association**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Bid Solicitation Process

WHEREAS:

1. Section 209.0052 of the Texas Property Code creates a requirement that an association create a process for bid solicitation when the association proposes to contract for services that will cost more than \$50,000.00.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT the Association may enter into a contract for services that is equal to or exceeds \$50,000 if:

- a. The Association has solicited at least two competitive proposals for the contract;
- b. All Directors have access to the proposals provided by potential vendors before approval by the Board of Directors; and
- c. The Association complies with all requirements of 209.0052.

EFFECTIVE DATE: 10 / 01 / 2021

Authorized Board Member Signature: *R. Stowe* Date: 10 / 12 / 2021

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Violation Enforcement Resolution

WHEREAS:

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

BE RESOLVED THAT:

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

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

Violation Enforcement Procedure

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

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

General Policy

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

Attorney Procedure

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

Other

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

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Uncurable Violation Enforcement Resolution

WHEREAS:

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

BE RESOLVED THAT:

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

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

Uncurable Violation Enforcement Procedure

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

General Policy

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

Attorney Procedure

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

Other

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

EFFECTIVE: OCTOBER 1, 2021

R. Stowe

10 / 12 / 2021

Authorized Board Member Signature and Date

E-FILED FOR RECORD

10/14/2021 10:24AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

10/14/2021



County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL BY THESE PRESENT:

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

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

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

- *Security Measures Policy*

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

SIGNED on this the 12 day of September, 2022.

Rio Vista Property Owners Association

By: Spectrum Association Management, L.P.

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

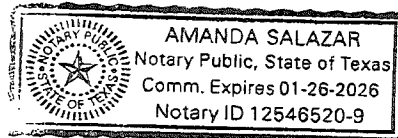
State of Texas §

County of Bexar §

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

Amanda Salazar
Notary Public, State of Texas

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



SECURITY MEASURES POLICY
for
RIO VISTA PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RECITALS

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

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

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

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

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

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

SECURITY MEASURES POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rio Vista Property Owners Association

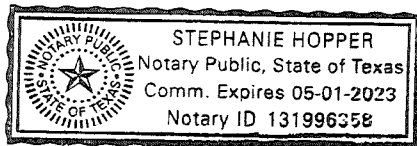
By: [Signature]

Printed: SCOTT PORTO

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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



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

E-FILED FOR RECORD

09/12/2022 09:46AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

09/12/2022



County Clerk
Montgomery County, Texas

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL BY THESE PRESENT:

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

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

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

- **Violation Enforcement Procedure**

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

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

Rio Vista Property Owners Association

By: Spectrum Association Management, L.P.

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

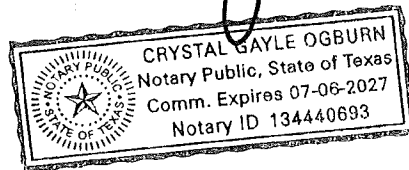
State of Texas §

County of Bexar §

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

Crystal Gayle Ogburn
Notary Public, State of Texas

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



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

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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

RE: Violation Enforcement Resolution

WHEREAS:

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

BE RESOLVED THAT:

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

EFFECTIVE: 1/1/2024

Scott Porto

2023-12-19

Authorized Board Member Signature and Date

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

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

EFFECTIVE: 1/1/2024

Scott Porto

2023-12-19

Authorized Board Member Signature and Date

General Policy

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

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

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

Attorney Procedure

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

Other

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

EFFECTIVE: 1/1/2024

Scott Porto

2023-12-19

Authorized Board Member Signature and Date

E-FILED FOR RECORD

01/02/2024 12:22PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

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

01/02/2024



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas