

N244997

041-07-0051

07/24/91 00871954 N244997 \$ 9.00

RESOLUTION OF THE BOARD OF DIRECTORS  
of THE DEERWOOD COUNCIL OF CO-OWNERS

(Procedures Relative to Assessments, Collection of Routine  
and Special Assessments as well as Delinquent Payments)

WHEREAS, Article IX of the Declaration creates an assessment obligation for  
owners of units in The Deerwood Council of Co-Owners, Inc. (hereinafter the  
"Association").

WHEREAS, Article IX, Section D of the Declaration provides that the budgeted  
common expenses and any assessment other than budgeted common expenses  
properly levied pursuant to the Association's Declaration and Bylaws, and the laws  
of the State of Texas shall be a lien upon each unit, and shall be the personal  
obligation of the owner of each unit.

WHEREAS, there is a need to establish orderly procedures for the billing and  
collection of said assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf  
of the members of the Association, duly adopts the following assessment proce-  
dures:

I. ROUTINE COLLECTIONS

A. All monthly installments of annual assessments shall be due and payable  
in advance on the first day of the month ("due date"); all special assessments shall  
be due and payable on the first day of the next month following delivery to the  
owner of notice of such special assessment.

B. All documents, correspondence, and notices relating to the charges shall  
be mailed to the address which appears on the books of the Association or to such  
other address as is designated in writing by an owner.

C. Non-receipt of an invoice shall in no way relieve the owner of the obliga-  
tion to pay the amount due by the due date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. If payment of the total assessment due and owing, including all charges  
and late fees, is not received by the managing agent on the due date, the account  
shall be delinquent.

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B. If an owner defaults in paying the sum assessed against his/her unit ten (10) days after the due date, the owner shall be charged a late fee of twenty-five dollars (\$25.00) per month or such other penalty or late charge as the Board of Directors may fix.

C. A "Late Notice" shall be sent by the managing agent to owners who have not paid assessments in full during the first month of delinquency.

D. A "Notice of Intention to Refer Account to the Attorney," substantially in the form of Exhibit B to this Resolution shall be sent by the managing agent to owners who have not paid assessments in full thirty (30) days after the due date.

E. Pursuant to the authority granted to the Association in the Declaration, if an owner's default in paying an installment of any assessment levied against his/her Unit continues beyond the due date, the Board of Directors, at its option, may accelerate the remainder of the assessment installments and declare them due and payable in full.

F. If any owner shall fail to pay the full amount due by the date specified in the letter sent by the managing agent pursuant to Section II(D) above, the matter shall be forwarded to legal counsel or a designated collection agent, and a letter from legal counsel, or a designated collection agent, shall be mailed to the owner at the address listed on the books of the Association by first class mail and certified mail, return receipt requested, with all related costs added to the owner's account. In addition to filing for non-judicial foreclosure, legal counsel to the Association may file civil action suit(s) to recover the amounts owed the Association, and legal counsel is authorized to take such other actions as may be reasonably necessary to collect any monies due for delinquent assessments.

G. All costs incurred by the Association as a result of any violation of the Declaration, Bylaws, Rules and Regulations or Resolution of the Board of Directors of the Association, by an owner, his/her family, employees, agents or licensees, shall be specially assessed against such owner. Such costs include without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an owner's failure to pay assessments when due or from other default referred to in this Resolution.

H. The Board may grant waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief. In addition, the Board is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board shall determine appropriate under the circumstances.

041-07-0053

I. The Board hereby authorizes the managing agent to waive the imposition of late fees on payments received by the managing agent, if, in the judgement of the managing agent, the delinquent owner has owned the unit for less than three (3) months at the time of the delinquency and/or the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any owner.

J. Payments received from an owner will be credited in the following order of priority:

1. Charges for legal fees, court costs and other costs of collection; all other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the Declaration, Bylaws, Rules and Regulations, or Resolutions.
2. All late charges or interest accrued, as applicable.
3. Special assessments;
4. The monthly assessment for a unit. Payments shall be applied toward the oldest month(s) then owed.

### III. PARTIAL PAYMENTS

A. In the event that an owner attempts to make a payment of less than all monies due and owing the Association (the "partial payment") to the managing agent after the collection letter has been sent by legal counsel or the designated collection agent pursuant to Section II(F) above, the partial payment (1) will be forwarded to legal counsel or the designated collection agent and held by legal counsel or the designated collection agent, or (2) returned to the owner. If the action taken is (1) above, legal counsel or the designated collection agent will send a letter by first class mail to the affected owner advising the owner (a) that funds are being held by legal counsel or the designated collection agent; (b) until the owner becomes current, the owner would still be considered to be delinquent as to all monies due the Association; and (c) that the actions taken were not deemed to be a waiver of the Board of Directors' right to take action against the owner either to collect a balance due or to foreclose on the unit.

B. If an owner attempts to make a partial payment (for less than the full accelerated amount) after the owner's fees have been accelerated through the end of the fiscal year, the partial payment (1) will be forwarded to legal counsel or the designated collection agent and held by legal counsel or the designated collection

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agent, or (2) returned to the owner. If the action taken is (1) above, legal counsel or the designated collection agent will send a letter by first class mail to the affected owner advising the owner (a) that the funds are being held by legal counsel or the designated collection agent pending Board approval of acceptance of the partial payment; (b) that the owner is still to be considered delinquent as to the entire amount set forth in the letter until the Board of Directors approves acceptance of the partial payment; (c) urging the owner to petition the Board of Directors for a waiver of the delinquency policy; (d) until the owner becomes current, the owner would still be considered to be delinquent as to all monies due the Association; and (e) that the actions taken were not deemed to be a waiver of the Board of Directors' right to take action against the owner either to collect a balance due or to foreclose on the unit.

IV. RETURNED CHECKS

A. A unit owner will be charged \$15.00 fee for any check returned unpaid by the bank. A notice of the returned check and the \$15.00 fee will be sent to the unit owner by the managing agent. If the returned check results in the payment of the monthly installment after the 10th day of the month, a late charge of \$25.00 shall also be assessed to the unit owner's account.

B. If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Board of Directors may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

ATTEST: Mary Ellen Chambers  
Secretary

Adopted at a Board Meeting  
of the Deerwood Council of  
Co-Owners on July 16, 1991

DATE: July 16, 1991

THE STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me by Mary Ellen Chambers on  
this 16<sup>th</sup> day of July, 1991.



Mary Ellen Chambers  
Notary Public in and for  
Harris County, Texas

Return to: 20110 East 9th Street  
7719 Westchase  
Houston, TX 77057

041-07-0054

041-07-0055

FILED

91 JUL 26 PM 2:45

*Quita Roddenberry*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

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

JUL 26 1991



*Quita Roddenberry*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

041-07-0055

**THIRD SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
THE DEERWOOD COUNCIL OF CO-OWNERS**

*NOTICE  
20  
8*

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

The undersigned, being the authorized representative of The Deerwood Council of Co-Owners, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on March 3, 2000 under Clerk's File No. U258501, the Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 7, 2002 under Clerk's File No. V783645, and the Second Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Second Supplemental Notice") recorded in the Official Records of Real Property of Harris County, Texas on July 15, 2003 under Clerk's File No. W836988 which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

*lee*

592-27-8501

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the Supplemental Notice and the Second Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:
  - a. Policy Resolution of the Board of Directors of The Deerwood Council of Co-Owners (relating to the application of payments).

This Third Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Third Supplemental Notice is true and correct.

Executed on the 8<sup>th</sup> day of SEPTEMBER, 2004.

*Rick S. Butler*

Rick S. Butler, Authorized Representative of The Deerwood Council of Co-Owners

*for*

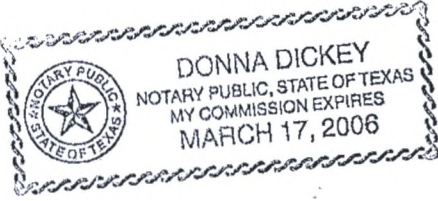
THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of The Deerwood Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 8<sup>th</sup> day of September, 2004, to certify which witness my hand and official seal.

*Donna Dickey*  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Return to:  
Mr. Rick S. Butler ✓  
Butler & Hailey, P.C.  
1616 South Voss Road, Suite 500  
Houston, Texas 77057

2858-22-269

*Handwritten signature*  
04 SEP 10 PM 2:10  
HARRIS COUNTY, TEXAS

**POLICY RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
THE DEERWOOD COUNCIL OF CO-OWNERS**

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The undersigned, being an officer of **The Deerwood Council of Co-Owners** (the "Association"), certifies that the following resolution was adopted by not less than a majority of the Board of Directors of the Association at a meeting duly called and held for that purpose on **July 20, 2004** at which a quorum was at all times present:

WHEREAS, Section 82.102 of the Texas Uniform Condominium Act authorizes the Board of Directors of the Association to adopt and amend rules relating to the application of payments received from owners; and

WHEREAS, the Board of Directors of the Association desires to adopt a policy relating to the application of payments received from owners so that payments are applied to the oldest outstanding charges levied against units;

BE IT RESOLVED, that, after the effective date of this policy, payments received from unit owners shall be applied in the following manner:

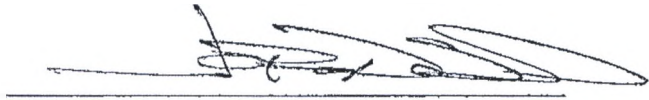
1. A payment received for a unit shall be applied to the oldest outstanding charges levied against the unit;
2. If different types of charges are levied against a unit in the same month and a payment is to be applied to outstanding charges levied against the unit that month, the payment shall be applied in the following order:
  - a. any regular assessment or unpaid portion of a regular assessment;
  - b. any late charge on a regular assessment;
  - c. any special assessment or unpaid portion of a special assessment;
  - d. any late charge on a special assessment;
  - e. legal fees;
  - f. other charges lawfully levied against the unit, such as repair costs;
  - g. fines.

592-22-269



Payments will be applied in accordance with this policy regardless of whether a coupon is enclosed with the payment, any notation is made on the memo portion of a check, or the owner otherwise indicates an intent that the payment be applied to more recent charges.

EXECUTED on the 20<sup>th</sup> day of July, 2004, but effective as of January 1, 2004.



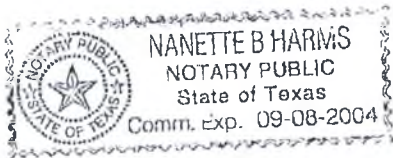
Printed Name: Jorge Ahued

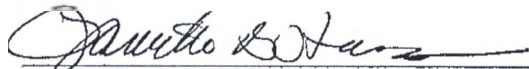
Title: President

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this day personally appeared Jorge Ahued, President of The Deerwood Council of Co-Owners, 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20<sup>th</sup> day of July, 2004, to certify which witness my hand and official seal.



  
Notary Public – State of Texas

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

SEP 10 2004



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

592-27-0504

SEVENTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
THE DEERWOOD COUNCIL OF CO-OWNERS

3  
notice

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

V

The undersigned, being the authorized representative of The Deerwood Council of Co-Owners, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on March 3, 2000 under Clerk's File No. U258501; the Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 7, 2002 under Clerk's File No. V783645; the Second Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Second Supplemental Notice") recorded in the Official Records of Real Property of Harris County, Texas on July 15, 2003 under Clerk's File No. W836988; the Third Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 10, 2004 under Clerk's File No. X909581; the Fourth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 22, 2005 under Clerk's File No. Y275298; the Fifth Supplemental Notice of Dedicatory Instruments for the Deerwood Council of Co-Owners (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 12, 2005 under Clerk's File No. Y687426; and the Sixth Supplemental Notice of Dedicatory Instruments for the Deerwood Council of Co-Owners (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 1, 2006 under Clerk's File No. 20060016604, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

2007-10-05 10:05 AM

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the Supplemental Notice, the Second Supplemental Notice, the Third Supplemental Notice, the Fourth Supplemental Notice, the Fifth Supplemental Notice, and the Sixth Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:

Policy Resolution of the Board of Directors of the Deerwood Council of Co-Owners (relating to expenditures in excess of \$10,000.00)

This Seventh Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Seventh Supplemental Notice is true and correct.

Executed on the 3rd day of October, 2007.

*Rick S. Butler*

Rick S. Butler, authorized representative of The Deerwood Council of Co-Owners

10



**POLICY RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
THE DEERWOOD COUNCIL OF CO-OWNERS**

The undersigned, being an officer of The Deerwood Council of Co-Owners (the "Council"), certifies that the following resolution was adopted by not less than a majority of the Board of Directors of the Council at a meeting duly called and held for that purpose on August 21, 2007 at which a quorum was at all times present:

WHEREAS, the Board of Directors of the Council desires to adopt a policy relating to the approval of expenditures in excess of \$10,000.00;

BE IT RESOLVED that, after the effective date of this policy, no single expenditure of the Council in excess of \$10,000.00 shall be permitted unless approved in the following manner:

1. Notice of a proposed expenditure in excess of \$10,000.00 must be provided to each member of the Board of Directors of the Council not less than three (3) days prior to the meeting of the Board of Directors at which the proposal is to be discussed and voted upon; the written notice shall identify the purpose of the proposed expenditure and, to the fullest extent possible, the actual dollar amount of the proposed expenditure.
2. An expenditure in excess of \$10,000.00 must be approved by a majority of all of the members of the Board of Directors (as opposed to a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present).

EXECUTED on the 18<sup>th</sup> day of September, 2007, but effective as of the meeting of the Board of Directors of the Council held on the date set forth above.

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

The Deerwood Council of Co-Owners

By Sam Jones

Printed Name: SAM JONES

Title: President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Sam Jones, President of The Deerwood Council of Co-Owners, 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 18th day of September, 2007, to certify which witness my hand and official seal.



*Nannette B. Harms*  
Notary Public - State of Texas

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

OCT - 5 2007



*Carolyn L. Hayden*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

5888-62-038 111

20090513643  
11/10/2009 SRP2: \$28.00

NINTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
THE DEERWOOD COUNCIL OF CO-OWNERS

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4  
Notice  
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STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

The undersigned, being the authorized representative of The Deerwood Council of Co-Owners, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on March 3, 2000 under Clerk's File No. U258501; the Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 7, 2002 under Clerk's File No. V783645; the Second Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Second Supplemental Notice") recorded in the Official Records of Real Property of Harris County, Texas on July 15, 2003 under Clerk's File No. W836988; the Third Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 10, 2004 under Clerk's File No. X909581; the Fourth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 22, 2005 under Clerk's File No. Y275298; the Fifth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 12, 2005 under Clerk's File No. Y687426; the Sixth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 1, 2006 under Clerk's File No. 20060016604, the Seventh Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Seventh Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on October 5, 2007 under Clerk's File No. 20070608125, and the Eighth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners (the "Eighth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 16, 2008 under Clerk's File No. 20080254688, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

lee

RP 068-73-1598

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the Supplemental Notice, the Second Supplemental Notice, the Third Supplemental Notice, the Fourth Supplemental Notice, the Fifth Supplemental Notice, the Sixth Supplemental Notice, the Seventh Supplemental Notice, and the Eighth Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:

**Policy Resolution of the Board of Administrators of The Deerwood Council of Co-Owners Relating to the Insurance Deductible (which supersedes and replaces all previously recorded policy resolutions relating to the insurance deductible)**

This Ninth Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Ninth Supplemental Notice is true and correct and that the attached document is the original thereof.

Executed on the 9<sup>TH</sup> day of November, 2009.

FILED  
2009 NOV 10 PM 3:40  
County Clerk  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
THE STATE OF TEXAS  
COUNTY OF HARRIS

*Rick S. Butler*

Rick S. Butler, authorized representative of The Deerwood Council of Co-Owners

102

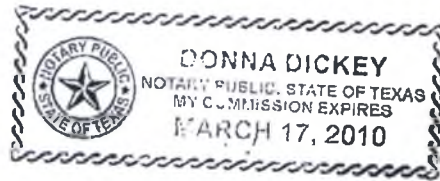
BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of The Deerwood Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 9<sup>th</sup> day of November 2009, to certify which witness my hand and official seal.

*Donna Dickey*  
Notary Public in and for the State of Texas

Return to:

Mr. Rick S. Butler  
Butler | Hailey  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024



RP 068-73-1599

POLICY RESOLUTION  
OF THE  
BOARD OF ADMINISTRATORS  
OF  
THE DEERWOOD COUNCIL OF CO-OWNERS  
(Relating to the Insurance Deductible)

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THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

The following Policy Resolution was adopted by the Board of Administrators of The Deerwood Council of Co-Owners (the "Council") at a meeting duly called and held on August 18, 2009, at which a quorum was at all times present:

WHEREAS, Article XI of the Condominium Declaration for Deerwood requires the Council, through its Board of Administrators, to maintain certain types of insurance for the common elements of the Deerwood Condominiums; and

WHEREAS, the Board of Administrators has obtained insurance policies covering the buildings and common elements of the Deerwood Condominiums; and

WHEREAS, on July 20, 1993, the Council, through its Board of Administrators adopted the Deerwood Council of Co-Owners Insurance Deductible Policy Resolution (the "Policy Resolution") which was filed of record in the Official Public Records of Harris County on September 6, 1994 under Clerk's File No. R042137; and

WHEREAS, the Board of Administrators of the Council has deemed it necessary to adopt and implement a policy amending and revising the Policy Resolution referenced above;

BE IT RESOLVED, that the Board of Administrators hereby adopts the following policy relating to the payment of the insurance deductible:

1. In the event the loss or damage covered by the Council's insurance policy is caused by the negligence of a unit owner, the unit owner's tenants, invitees or guests, such unit owner shall be liable for the full amount of any deductible on the Council's insurance policy.

2. In the event that:

(i) The loss originates or is caused by the unit owner, the unit owner's tenants, invitees or guests, or from unknown causes within the unit without any negligence being attributable; or

(ii) The cause of the loss cannot be determined and is only related to the unit owner's unit or the limited common elements assigned to the unit owner's unit;

The unit owner shall be liable for payment of the full amount of the deductible on the Council's policy.



RP 068-73-1601

3. In the event more than one unit is involved in any insured loss, and the cause of the damage cannot be attributable to any one unit or resident, the deductible will be proportionately distributed among all units' owners who have experienced the loss.
4. In the event a unit owner or resident is insured for any loss to the unit or to the property, the Council shall be entitled to require the unit owner and/or resident to claim any loss under such owner/resident's policy of insurance.
5. If a unit owner submits a claim on the Council's insurance policy for items and/or damage that is only related to the unit owner's unit or the limited common elements assigned to the unit owner's unit, then the unit owner shall be solely responsible for paying the full amount of the deductible associated with submitting the claim.
6. The Board of Administrators urges all resident unit owners and absentee unit owners to purchase a Tenant Homeowners Policy (Forms HO-B (or C) Con 1) to provide coverage against the Council's deductible. Absentee unit owners of vacant units are encouraged to contact their insurance agent to determine the feasibility of purchasing a minimum value fire policy.
7. Unit owners are responsible for obtaining and continuing their individual insurance policies.

This policy resolution shall supersede all policy resolutions relating to insurance deductibles previously adopted by the Board of Administrators of the Council and recorded in the Official Public Records of Real Property of Harris County, Texas.

EXECUTED on the date set forth below, to certify the adoption of this Policy Resolution on the date of the meeting set forth above.

THE DEERWOOD COUNCIL OF CO-OWNERS

By: Charles W. Snyder, Jr.

Print Name: Charles Snyder, Jr., Secretary

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this day personally appeared Charles Snyder, Jr., Secretary of The Deerwood Council of Co-Owners, 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20<sup>th</sup> day of October, 2009, to certify which witness my hand and official seal.



[Signature]  
 Notary Public – State of Texas

HP 068-73-1602

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 specified herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

NOV 10 2009



*Dorothy B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ELEVENTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
THE DEERWOOD COUNCIL OF CO-OWNERS

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

The undersigned, being the authorized representative of The Deerwood Council of Co-Owners, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the following:

"Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on March 3, 2000 under Clerk's File No. U258501;

"Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 7, 2002 under Clerk's File No. V783645;

"Second Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Second Supplemental Notice") recorded in the Official Records of Real Property of Harris County, Texas on July 15, 2003 under Clerk's File No. W836988;

"Third Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 10, 2004 under Clerk's File No. X909581;

"Fourth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 22, 2005 under Clerk's File No. Y275298;

"Fifth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 12, 2005 under Clerk's File No. Y687426;

"Sixth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 1, 2006 under Clerk's File No. 20060016604,

"Seventh Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Seventh Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on October 5, 2007 under Clerk's File No. 20070608125,

"Eighth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Eighth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 16, 2008 under Clerk's File No. 20080254688;

"Ninth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Ninth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on November 10, 2009 under Clerk's File No. 20090513643, and

*K Price*

RP 083-30-1926

*lee*

RP 083-30-1927

"Tenth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Tenth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on April 15, 2011 under Clerk's File No. 20110152540, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and all of the Supplemental Notices listed above, the following document is a Dedicatory Instrument governing the Association:

**Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for The Deerwood Council of Co-Owners**

This Eleventh Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Eleventh Supplemental Notice is true and correct and that the attached document is the original thereof.

Executed on the 27<sup>th</sup> day of July, 2012.

*Rick S. Butler*

Rick S. Butler, authorized representative of The Deerwood Council of Co-Owners

lor

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of The Deerwood Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 27<sup>th</sup> day of July, 2012, to certify which witness my hand and official seal.

*Donna Dickey*  
Notary Public in and for the State of Texas

Return to:  
Mr. Rick S. Butler  
Butler | Hailey  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024

218890



**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,  
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,  
FLAGS, AND RELIGIOUS ITEMS**

*for*  
**THE DEERWOOD COUNCIL OF CO-OWNERS**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Cyril Smith, President of The Deerwood Council of Co-Owners (the "Council"), do hereby certify that at a meeting of the Board of Administrators of the Council (the "Board") duly called and held on the 17<sup>th</sup> day of January, 2012, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following "Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items" was duly approved by a majority vote of the members of the Board in attendance:

**RECITALS:**

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.
2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Administrators of the Council desires to adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

**GUIDELINES:**

**Section 1. Definitions.** Capitalized terms used in these Guidelines have the following meanings:

- 1.1. **Declaration** - The Condominium Declaration for Deerwood, recorded in Volume 23, Page 8, et seq. of the Condominium Records of Harris County, Texas.
- 1.2. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Deerwood, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.3. **Deerwood** - The condominium development located in Harris County, Texas as described, delineated and defined in the Declaration.

RP 083-30-1928

**1.4. Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for The Deerwood Council of Co-Owners.

Additional capitalized terms used in these Guidelines have the same meanings as that ascribed to them in the Declaration.

**Section 2. Rain Barrels and Rain Harvesting Systems.** Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing rain barrels or a rain harvesting system on property. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on property owned in common by the members of the property owners' association.

Accordingly, a rain barrel or rain harvesting system is not permitted to be installed on, or attached to, any portion of the Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes the surfaces of the exterior walls, ceilings, grounds or floors, and fences enclosing a patio or balcony area.

**Section 3. Solar Energy Devices.** Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. However, Section 202.010 of the Texas Property Code further provides that a property owners' association is not required to permit a solar energy device to be installed on property owned in common by the members of the property owners' association.

Accordingly, a solar energy device is not permitted to be installed on, or attached to, any portion of the Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes the surfaces of the exterior walls, ceilings, grounds or floors, and fences enclosing a patio or balcony area.

**Section 4. Storm and Energy Efficient Shingles.** Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that:

- a. are designed to:
  - (i) be wind and hail resistant;
  - (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
  - (iii) provide solar generation capabilities; and
- b. when installed:

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- (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
- (ii) are more durable than and are of equal or superior quality to the shingles described below; and
- (iii) match the aesthetics of the property surrounding the Owner's property.

The roofs of the buildings within Deerwood are Common Elements and the Council, acting through the Board, is responsible for maintaining, repairing and replacing the roofs. Therefore, no Co-Owner has the right or authority to install storm or energy efficient shingles on the roof of a building within Deerwood.

**Section 5. Flags.** Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein. However, Section 202.011 of the Texas Property Code further provides that a property owners' association is not required to permit flags or flagpoles on property owned in common by the members of the property owners' association.

Accordingly, flags and flagpoles are not permitted to be installed on, or attached to, any portion of the Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes the surfaces of the exterior walls, ceilings, grounds or floors, and fences enclosing a patio or balcony area.

**Section 6. Religious Items.** Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument.

The following Guidelines shall be applicable to the display of religious items in Deerwood:


- 6.1. **Board Approval.** The Declaration prohibits a Co-Owner from altering the exterior appearance of the Co-Owner's Unit without the approval of the Board of Administrators. Thus, as authorized by the Declaration and Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved by the Board of Administrators.
- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere except on the entry door or door frame of the Unit. A religious item shall not extend past the outer edge of the door frame.
- 6.3. **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- 6.4. **Content.** A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.

- 6.5. **Limitation.** A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. **Color of Entry Door and Door Frame.** A Co-Owner or resident is not permitted to use a color for an entry door or door frame of the Co-Owner's or resident's Unit or change the color of an entry door or door frame that is not authorized by the Board of Administrators.
- 6.7. **Other.** Notwithstanding the above provisions, these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays, as otherwise permitted by the Board of Administrators.

I hereby certify that I am the duly elected, qualified and acting President of the Council and that the foregoing Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was approved by a majority vote of the Board of Administrators as set forth above and now appears in the books and records of the Council, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 17<sup>th</sup> day of July, 2012.

THE DEERWOOD COUNCIL OF CO-OWNERS

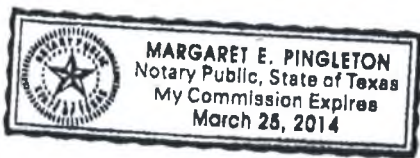
By:   
Print Name: Cyril Smith  
President



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

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 17<sup>th</sup> day of July, 2012 personally appeared Cyril Smith, President of The Deerwood Council of Co-Owners, 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.



*Margaret E. Pingleton*  
Notary Public in and for the State of Texas

Return to: *//*  
Rick S. Butler  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
211331

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

JUL 31 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
2012 JUL 31 PM 2:54

FILED

RP 083-30-1932

TWELFTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
THE DEERWOOD COUNCIL OF CO-OWNERS

---

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of The Deerwood Council of Co-Owners, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the following:

- a. "Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on March 3, 2000 under Clerk's File No. U258501,
- b. "Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 7, 2002 under Clerk's File No. V783645;
- c. "Second Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Second Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on July 15, 2003 under Clerk's File No. W836988;
- d. "Third Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 10, 2004 under Clerk's File No. X909581;
- e. "Fourth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 22, 2005 under Clerk's File No. Y275298;
- f. "Fifth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 12, 2005 under Clerk's File No. Y687426;
- g. "Sixth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 1, 2006 under Clerk's File No. 20060016604;
- h. "Seventh Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "Seventh Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on October 5, 2007 under Clerk's File No. 20070608125;

RP-2019-198385

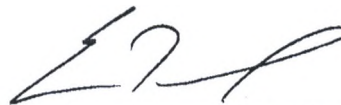
- i. "Eighth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "**Eighth Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on May 16, 2008 under Clerk's File No. 20080254688;
- j. "Ninth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "**Ninth Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on November 10, 2009 under Clerk's File No. 20090513643;
- k. "Tenth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "**Tenth Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on April 15, 2011 under Clerk's File No. 20110152540; and
- l. "Eleventh Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners" (the "**Eleventh Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on July 31, 2012 under Clerk's File No. 20120344329.

which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice and all of the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

- **Leasing and Occupancy Policy for The Deerwood Council of Co-Owners**

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

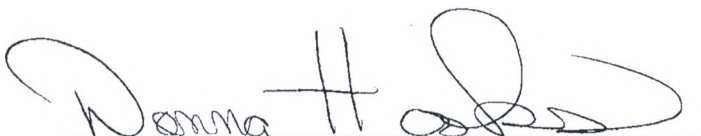


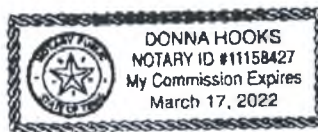
Eric B. Tonsul, authorized representative of The Deerwood Council of Co-Owners

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of The Deerwood Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 4<sup>th</sup> day of May, 2019 to certify which witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Return to:  
Eric B. Tonsul  
Roberts Markel Weinberg Butler Hailey, P.C.  
2800 Post Oak Blvd., Suite 5777  
Houston, TX 77056

RP-2019-198385

LEASING AND OCCUPANY POLICY  
*for*  
THE DEERWOOD COUNCIL OF CO-OWNERS

---

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

RECITALS

1. The property encumbered by this Leasing and Occupancy Policy (the "Policy") is the property subject to the Condominium Declaration for Deerwood recorded on February 4, 1976, under Clerk's File No. E667826 of the Condominium Records of Harris County, Texas, (the "Declaration") and the authority of The Deerwood Council of Co-Owners (the "Association").

2. Article XIV, Section E of the Declaration provides, among other things, that: (a) no owner shall be permitted to lease his/her Unit for transient or hotel purposes, and only entire Units may be leased; (b) all leases must be approved by the Board; and (c) all leases are specifically subject in all respects to the provisions of the Declaration, By-laws and the rules and regulations of the Association.

3. Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "Act") authorizes the Association's Board of Directors (the "Board") to adopt and amend rules, regulations, the use, occupancy, leasing or sale of Units and common elements.

4. Pursuant to the Declaration and the Act, the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Units located within Deerwood.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within Deerwood. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in Deerwood.

LEASING AND OCCUPANCY POLICY

1. Definitions

- a. "Tenant" means a person(s) who is authorized by a Lease to occupy a Unit or any portion of a Unit. Tenant includes any person(s) who occupies a Unit whether or not the person's name is on the Lease.
- b. "Lease" means any agreement between a Unit Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Unit.

RP-2019-198385

- c. "Felony" means a felony conviction in any city, county, state or federal court in the United States of America or its territories *and/or* any final adjudication of a crime in a foreign country which, if prosecuted in the United States of America or its territories, would have been prosecuted as a felony.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

2. **Rules and Regulations**

- a. No Unit may be leased for transient or hotel purposes [See Declaration Article XIV, Section E]. For purposes of this Policy, but except as permitted per Rule 2.d., a Lease of a Unit for less than twelve (12) months is deemed to be the use of the Unit for transient or hotel purposes.
- b. Each Lease must be for a term of at least twelve (12) months. The Lease of a Unit on a month-to-month basis at the end of a Lease of twelve (12) months or longer is prohibited. A new Lease for a term of at least twelve (12) months is required upon the expiration of a Lease.
- c. Only the entire Unit may be leased [See Declaration Article XIV, Section E]. The Lease of a room(s) or any other portion of a Unit is prohibited.
- d. Each Tenant is bound by and subject to all of the obligations under the Declaration, By-laws and the rules and regulations of the Association [See Declaration Article XIV, Section E] and all other properly adopted Association rules, regulations, and policies.
- e. Not more than two (2) persons per bedroom may occupy a Unit unless otherwise mandated by law. The number of bedrooms in a Unit shall be determined by reference to the Unit floor plans contained in the Declaration. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- f. No Unit Owner may Lease a Unit to a person who has been convicted of a Felony. No Unit Owner may allow a Tenant to reside in a Unit if the Tenant has been convicted of a Felony. In the event that the Association determines during the term of a Lease that a Tenant has been convicted of a Felony (whether or not the Felony conviction occurred before or after the Tenant occupied the Unit under the Lease), the Association will notify the Unit Owner in writing; the Unit Owner must act within fourteen (14) days of the date of the notice to: (i) terminate the lease so that the Tenant no longer resides in the Unit upon the expiration of the fourteen (14) day period; or (ii) begin and diligently continue the eviction process to have the Tenant evicted from the Unit. Upon the expiration of the fourteen (14) day period, the Association may levy a fine of \$200.00 per week against any Unit Owner who fails to terminate the Lease or begin and diligently continue the eviction process as required by this provision. The Association will consider a "notice to vacate" letter as beginning the eviction process. The Association will consider the filing of a forcible entry and detainer

lawsuit (aka an eviction lawsuit) within twenty (20) days of the date the notice to vacate letter was sent and pursuing the lawsuit through trial as continuing the eviction process.

- g. **It is the Unit Owner's responsibility to confirm that a Tenant has not been convicted of a Felony.** Before occupying a Unit, each Tenant must sign a notarized statement in a form to be promulgated by the Association (or in a form provided by the Unit Owner that is acceptable to the Association) stating that the Tenant has not been convicted of a Felony.
- h. The Association may, but is not obligated to, perform a criminal background check(s) on any prospective Tenant eighteen (18) years of age or older using a service(s) of the Association's choice. For each prospective that is (18) years of age or older, the Unit Owner and/or Tenant must provide the Tenant's legal name and date of birth to the Association to perform this background check. In the event that the Association performs a background check(s), the Unit Owner is responsible for paying the actual cost of each background check(s) plus an administrative fee of \$25.00 for each search to the Association before a Tenant occupies a Unit. **By performing this background check(s), the Association is not certifying that a Tenant has not been convicted of a Felony but is only certifying that the search performed by the service(s) used by the Association did not reveal a Felony conviction. The Association has no obligation to conclusively determine that a Tenant has not been convicted of a Felony.**
- i. The Association may promulgate a Tenant Questionnaire that must be completed by each Tenant.
- j. Copies of the signed Lease, the notarized non-felony conviction statement, and the Tenant Questionnaire must be provided to the Association at least ten (10) days before a Tenant occupies a Unit. The failure to provide this documentation may result in the Tenant not being allowed vehicular access to Deerwood. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.
- k. In the event of a violation of any term or provision of this Policy [with the exception of 2(f) above], and subject to any notice requirement imposed by law, the Association may levy an initial fine of up to \$250.00 and then additional fines of up to \$150.00 per week until the violation is corrected. Any fine levied under this Policy will be an assessment against the Unit that is secured by a continuing lien on the Unit (See Texas Property Code Sec. 82.113). The Board is authorized at its sole discretion to impose a lesser fine or no fine at all for a violation of this Policy. This fine schedule and the fine schedule referenced in 2(h) above are in addition to, not in lieu of, any other remedy the Association may have to pursue a violation of this Policy and in no way estops the Association from pursuing any other legal remedy to enforce this Policy or the Association's dedicatory instruments.

1. **In the event of a violation of any term or provision of this Policy, the Association has the right to bar any Tenant from vehicular access to Deerwood.**

*[The remainder of this page was intentionally left blank.]*



CERTIFICATION

I hereby certify that, as Secretary of The Deerwood Council of Co-Owners, the foregoing Leasing Policy was approved on the 23 day of March, 2019, at a meeting of the Board of Directors duly called at which a quorum at all times was present.

DATED, this the 23 day of MARCH, 2019.

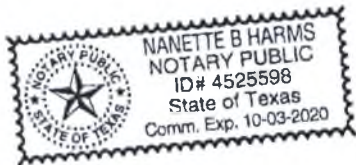
By: Mildred L Walters

Printed: MILDRED L WALTERS

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 23 day of MARCH, 2019 personally appeared MILDRED L. WALTERS, Secretary of The Deerwood Council of Co-Owners, 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.



Nanette B Harms

Notary Public in and for the State of Texas

RP-2019-198385

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RP-2019-198385  
# Pages 9  
05/14/2019 10:11 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$44.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

TWELFTH SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS  
for  
THE DEERWOOD COUNCIL OF CO-OWNERS

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative for The Deerwood Council of Co-Owners, a property owners’ association as defined in Section 202.001 of the Texas Property Code (“**Association**”), hereby supplements the “Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on March 3, 2000 under Clerk’s File No. U258501, the “Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on May 7, 2002 under Clerk’s File No. V783645, the “Second Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on July 15, 2003 under Clerk’s File No. W836988, the “Third Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on September 10, 2004 under Clerk’s File No. X909581, the “Fourth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on February 22, 2005 under Clerk’s File No. Y275298, the “Fifth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on August 12, 2005 under Clerk’s File No. Y687426, the “Sixth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on September 1, 2006 under Clerk’s File No. 20060016604, the “Seventh Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on October 5, 2007 under Clerk’s File No. 20070608125, the “Eighth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on May 16, 2008 under Clerk’s File No. 20080254688, the “Ninth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on November 10, 2009 under Clerk’s File No. 20090513643, the “Tenth Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on April 15, 2011 under Clerk’s File No. 20110152540, and the “Eleventh Supplemental Notice of Dedicatory Instruments for The Deerwood Council of Co-Owners” recorded in the Official Public Records of Real Property of Harris County, Texas on July 31, 2012 under Clerk’s File No. 20120344329, which Notices were filed for the purpose of complying with Section 202.006 of the Texas Property Code.

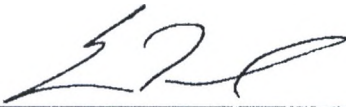
Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association.

- **Deerwood Gardens Rules & Regulations.**

RP-2020-307985

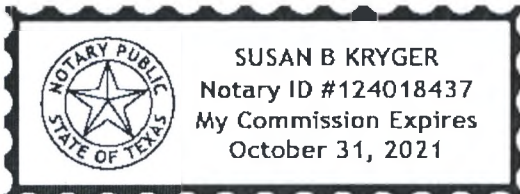
This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the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


THE DEERWOOD COUNCIL OF CO-OWNERS

By:   
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 13<sup>th</sup> day of July, 2020 personally appeared Eric B. Tonsul, authorized representative for The Deerwood Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



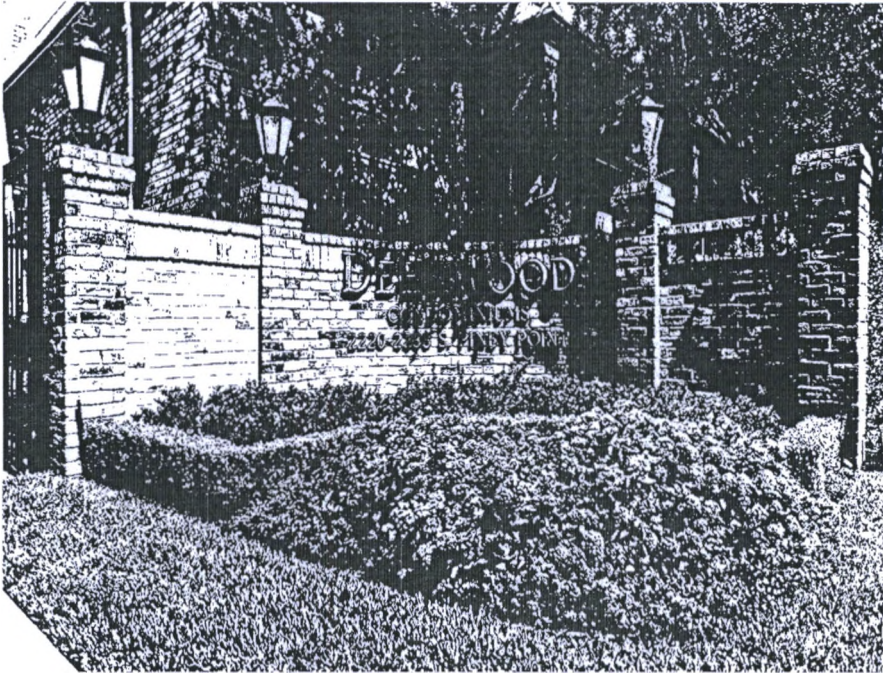
  
Notary Public in and for the State of Texas

RP-2020-307985

# DEERWOOD GARDENS RULES & REGULATIONS

Revised as of June 2020

[www.deerwoodgardenshtx.com](http://www.deerwoodgardenshtx.com)



All rules and regulations herein are applicable to both Deerwood homeowners and/or their lessees (hereafter "Residents"), their families, and their guests. The Deerwood Board of Directors is authorized by Texas law and Deerwood's governing documents to adopt rules to govern the Deerwood Council of Co-Owners and to impose reasonable fines for the Council for noncompliance with its Rules and Regulations.

**DEERWOOD GARDENS  
RULES & REGULATIONS**

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**DEERWOOD GARDENS**  
**RULES AND REGULATIONS**

Effective June 1, 2020

***NOTE: A FIRST VIOLATION OF ANY OF THESE RULES AND REGULATIONS MAY RESULT IN A NOTICE OF WARNING OR A FINE (SEE BELOW WHICH WILL RECEIVE NO WARNINGS); SUBSEQUENT VIOLATIONS OF THE SAME RULE AND REGULATION ARE PUNISHIBLE BY A FINE, THE AMOUNT OF WHICH IS AT THE BOARD OF DIRECTORS' DISCRETION.***

**I. UNITS**

**A. WALKWAYS / ENTRIES**

1. Co-Owners/Residents may not place objects in the public halls, walkways, stairways, stairway landings, carports, or other common areas.
2. Public or common hallways, walkways, and stairways shall not be obstructed or used for any purpose other than normal pedestrian traffic, unless otherwise approved in writing by the Board of Directors.

**B. BALCONIES / PATIOS**

1. Each Co-Owner is responsible for maintaining the patio appurtenant to the Co-Owners unit. The replacement of the patio/balcony is the responsibility of the Council unless damage to a patio/balcony is the result of the Co-Owners violation of the weight limitations set forth in these Rules and Regulations, in which event the cost of the repair or replacement work will be charged to the Co-Owner.
2. Only appropriate patio furniture and permitted plants/flowers may be kept on patios and balconies.
3. Due to structural limitation on balconies, the maximum weight of all furniture and plants may not exceed 60 lb. per sq. ft. All potted plants require a saucer beneath each pot.
4. Balconies and patios may not be used as storage.
5. Weathered or unclean patio furniture will not be permitted on a balcony or in patio areas. The Board of Directors shall have the authority to determine whether any furniture is unsightly, and its determination shall be final and binding on all parties.
6. Clothes, towels, pillows, shoes, etc. are not to be placed on the balconies, patios or railings.
7. The official American flag is the only flag that can be displayed on balconies/patios. Holiday decorations can be displayed on balconies/patios but shall be promptly removed from each Lot and Residence as soon as such holiday passes and in no event shall such decorations be allowed to remain on a Lot or Residence for more than thirty (30) days after the holiday passes.
8. The Deerwood Board of Directors may direct the removal of any item(s), which at its discretion, detracts from the general appearance of the project.



9. Additional fencing attached to existing wrought iron railing on patios or balconies must be approved by the Board of Directors. Board of Directors approved fencing is limited to:
  - a. Black plastic mesh
  - b. Fencing must be the exact dimensions of black wrought iron railing, tightly secured with black fasteners.
10. No barbecue pits are to be placed on the North side balconies/patios. Refer to items VI.A.1. and VI.A.3.

C. WINDOWS

1. Advertisements, posters, flyers, decals, neon decorations (except strung Christmas lights), or tape of any kind may not be placed in or on the exterior surfaces of a unit or on the exterior or interior surfaces of the windows. Decals pertaining to health and safety are exempt.
2. No foil or any other type of reflective material may be placed in or on any window with the exception of either a clear film or a film that has a light smoke color designed for energy conservation purposes. The Board of Directors shall have the authority to determine whether the color of a film is acceptable, and its determination shall be final and binding on all parties.
3. No rugs or any other household items may be dusted or cleaned from the windows or balconies of units. All such items must be cleaned ONLY within units.
4. All broken windows/windowpanes must be repaired or replaced, at the Co-Owner's expense, within 10 days of the occurrence.
5. The portion of a window covering that is visible from the exterior of all windows of a unit MUST be white or off-white in color. At the date of adoption of these rules (Revision 2019), existing window coverings and wood shutters may remain but must be changed to white or off-white upon the sale of the unit.

D. SKYLIGHTS

1. Co-Owners are responsible for cost of maintenance, repairing or replacement of any skylight, installed by present or previous owners, that is part of the individual's unit. A Board of Directors' approved roofing contractor conducting work on a skylight must adhere to the policies for accessing the roof as set forth in the Rules and Regulations. The Management Company must be notified before any work is to be performed.
2. Co-Owners cannot install any new skylights; any repair to an existing skylight must be approved by the Board of Directors, and Co-Owners must use the Board of Directors' approved roofing contractor.
3. Co-Owners are liable for damage to the roof because of a leaking or ill-fitting skylight.

E. UNIT AND OCCUPANCY USE / CONDITION

1. Unit Insurance – General Homeowner Insurance – Co-Owners are responsible for obtaining their own individual condominium and liability policies.

2. Moving Requirements
  - a. All moving trucks, cargo vans and trailers must be loaded or unloaded from the main drive/circle. Under no circumstances are these vehicles permitted in the driveways between the buildings.
  - b. All move-in/move-out hours must be adhered to as closely as possible and are as follows: Monday – Friday: 8:00 AM – 5:00 PM; Saturday – Sunday: 9:00 AM – 5:00 PM.
  - c. All damage to the buildings or general common elements caused by the moving or carrying of any article during this move is the responsibility of the Co-Owner or Resident.
3. Condition
  - a. No renovation or alteration of a unit that may affect the structural integrity of the building, such as, by way of example and not in limitation, the removal or relocation of a wall within a unit, is permitted unless and until plans prepared by a registered professional engineer are submitted to and approved in writing by the Board of Directors/Architectural Committee. Further, no such renovation or alteration work shall be initiated without first obtaining all necessary building permits.
  - b. Co-Owners/Residents shall not engage in any activity or allow any condition to exist within a unit or the development that increases the premiums on any insurance maintained by the Association or any unit Co-Owner.
  - c. A Co-Owner/Resident shall not unreasonably disturb another person by engaging in any activity or allowing any condition to exist that is annoying due to noise, order or appearance.
  - d. Residents shall not commit illegal acts or permit any nuisance in a unit or on the Deerwood Gardens property at any time.
4. Occupancy – Unit occupancy is limited to the following maximum inhabitants: One bedroom units will not be permanently occupied by more than two inhabitants; two bedroom units will not be permanently occupied by more than four inhabitants; three bedroom units will not be permanently occupied by more than six inhabitants. Any guest spending more than 30 nights in a unit will become an inhabitant and the Management Company must be notified. If this change in status—guest to inhabitant violates the occupancy limitation for the unit and such occupancy continues, the Co-Owner will be subject to a fine to be determined by the Board of Directors.
5. Use and Leasing
  - a. Each unit shall be used EXCLUSIVELY for residential purposes, and as a single-family private dwelling.
  - b. No unit shall be used for a multi-family purpose or for any business, professional or commercial activity of any type unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the unit as a single-family residential dwelling. No displaying of a business-related sign(s) from window(s) of a unit, on the exterior of the unit, or otherwise within the development, is permitted. There are to be no clients, customers, employees, or the like visit the unit for any business-related purpose on a regular basis.
  - c. A Co-Owner who leases his/her unit is required to provide a copy of these Rules and Regulations to his/her Resident. It is the Co-Owner’s responsibility to assure that the

Resident complies with these Rules and Regulations and it is also the Co-Owner's responsibility to pay any fines resulting from the Resident's non-compliance with these Rules and Regulations. Each Co-Owner should seek a background check on prospective lessees.

F. EXTERIOR REPAIRS / CHANGES

1. Exterior features include, but are not limited to exterior doors (entry, storm and balcony/patio types), windows, skylights, balcony railing, outdoor fencing, satellite dishes, antennas, ceiling fans, lights, house numbers, flooring materials on patio/balcony or entryways, landscaping, and paint color.
2. No modifications or additions shall be made to the exterior of a unit or other portion of a building without the prior written approval of the Board of Directors. No exterior repairs or replacement of exterior features that affect the appearance of a unit or other portion of a building shall be made without the prior written consent of the Board of Directors.
3. Exterior lighting guidelines for townhomes is to be located beside the door, 10-15 inches below the door threshold. The glass portion should be a maximum of 8" high and 8" wide; 40-watt maximum if incandescent or 450 lumens if LED; and traditional design to match those existing on property with either clear or frosted glass; no motion lights or colored lights/bulbs are allowed.
4. Exterior features include, but are not limited to exterior doors (entry, storm and balcony/patio types), windows, skylights, balcony railing, outdoor fencing, satellite dishes, antennas, ceiling fans, lights, house numbers, flooring materials on patio/balcony or entryways, landscaping, and paint color.
5. Co-Owners must submit written and dated exterior change requests to the Management Company for approval and the Management Company will seek the advice and recommendations of the Architectural Control Committee (ACC) before rendering a decision. The Board of Directors' decision will be forwarded to the Co-Owner(s) on or before the 30th day after the receipt of the request. Reference Deerwood Gardens Handbook or contact Property Manager for detailed replacement guidelines.
6. No work on the roof of a building is permitted without strict compliance with these Rules and Regulations. In the event that any work requires access to the roof of a building, the Co-Owner or Resident of the unit is required to notify the Management Company by telephone or email that access to the roof of the building in which the unit is located is necessary. The notice to the Management Company must include the name and telephone number of the contractor, the name and contact information for a representative of the contractor, the unit number of the Co-Owner or Resident, and the identity of the building in which the unit is located, a description of the type of work to be performed, and the date(s) on which access to the roof of the building is requested. The Co-Owner or Resident of the unit is required to provide his/her contractor with a copy of all rules relating to access to the performance of work on the roof of the building. A Co-Owner or Resident who fails to provide a copy of all rules related to access to and the performance of work on the roof of a building will be responsible for any damage to the roof caused by his/her contractor and will

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be subject to fine(s) by the Board of Directors. See the Deerwood Gardens Handbook or consult with the Management Company for roof access requirements.

G. STORAGE FACILITY

1. Each unit has an assigned and numbered storage facility. All items of personal property must be kept in the storage facility; no item may be stored, kept or abandoned outside of the storage facility. Items abandoned outside of the facility in excess of 24 hours will be disposed of after notice to the Co-Owner.
2. Personal items may not be stored in any other location, common area, garbage collection area, parking spaces, buildings, or enclosures on the property; if so, placed they will be removed and disposed of within 24 hours.
3. Securing storage facility contents is the sole responsibility of the Co-Owner/Resident.
4. No flammable, combustible, or illegal substances may be stored in storage facility.
5. No item/debris is to be stored or discarded in the Transformer Areas/Rooms.

H. TEMPORARY STRUCTURE(S) – No Resident shall erect, place, or install any tent, storage building, or other type of exterior building or structure within the development without prior written consent of the Board of Directors.

I. GARBAGE AND TRASH

1. Enclosed garbage/trash deposit areas are provided for garbage disposal.
2. Appliances or furniture may not be disposed anywhere on the property including garbage/trash deposit areas.
3. Deerwood garbage/trash deposit areas are not to be used by contractors or others performing work or repairs on the property. All debris from remodeling or construction on a unit must be disposed of off premises. All Co-Owners and contractors are held responsible for these procedures. A Co-Owner will be fined if this rule is violated.
4. No Co-Owner/Resident shall place any trash or debris, whether or not in a trash bag or container, in the patio area, on a balcony, outside a front door, on a stairway landing, hallway, or other visible area.
5. No Co-Owner/Resident shall store any personal items whatsoever in any trash area or carport area.
6. Discarding flammable or combustible items or substances in garbage/trash areas is strictly prohibited. A person who violates this rule will be fined and shall be responsible for any damage resulting from the violation.
7. All boxes must be broken down and stacked between garbage cans. All packing materials must be placed in garbage bags.

J. LAUNDRY ROOMS

1. Laundry rooms equipped with washer/dryers are located in three (3) condominium buildings on the north side of the property and are available 24/7.
2. Users are responsible for care in operating the equipment and turning off lights and A/C units.

3. No clothes or other items may be left in the laundry room over 24 hours, and if left, will be collected and disposed of without notice to the Co-Owner/Resident.
4. Equipment problems should be promptly reported to the Management Company, including the washing machine/dryer number. Post "out of order" sign on machine unit until it is repaired.

K. LANDSCAPING AND GARDENING

1. Landscaping of the common areas, its maintenance, planting and replanting is under the direction of the Landscaping Committee only.
2. Except in the individual patio or balcony spaces appurtenant to a unit, no planting, transplanting or gardening shall be done without the prior written consent of the Board of Directors.
3. No fence or walls shall be erected or maintained upon the property without prior written consent of the Board of Directors.

L. PETS

1. There is a maximum of one (1) pet per unit.
2. No animal shall be kept or housed in any unit except household pets, which may not be kept or bred for commercial purposes.
3. No exotic, vicious, dangerous animal or reptile shall be kept within any unit. The Board of Directors shall have the authority to determine whether an animal or reptile is exotic, vicious or dangerous and its determination shall be final and binding on all parties.
4. Animals must be on a leash at all times when in the common areas.
5. The grassy area at the west end of the property next to the pool is the dedicated area for defecation. This area is equipped with a "poop station" which contains plastic bags and a container for disposing of said defecation.
6. Animal defecation on patios, balconies/common areas must be thoroughly removed, and the area cleaned immediately. Failure to do so will result in an immediate \$100 fine. There will be no "first time" warning letter.
7. Residents are responsible for collecting and disposing of animal's defecation/urination when it occurs.
8. An animal may not be confined to a patio/balcony when the Resident is not at home.
9. Feeding of wild animal(s) around or within the development premises is strictly forbidden.
10. No bird feeder with seeds is allowed anywhere within the development.
11. Residents who cause any animal to be brought in or kept on the premises shall indemnify and hold harmless the Board of Directors, the Management Company and other Co-Owners/Residents from any loss, damage, or liability caused by the animal or arising out of the animal being brought to or kept on the premises.
12. Co-Owner shall be responsible for all repairs of any and all damage suffered and reimbursement for any loss resulting from the acts of any animal kept or brought in by such Co-Owner/Resident upon the premises.
13. If an animal becomes a nuisance or the animal is not maintained in strict accordance with the provisions of these Rules, the Deerwood Board of Directors may give notice to the Resident of the unit. The notice will describe in reasonable detail the condition or activity

that constitutes either a nuisance or a violation of these rules. In the event two (2) or more notices are forwarded to a Co-Owner regarding an animal within any six (6) month period, and an additional violation occurs within ninety (90) days of the date of the last notice, the Board of Directors may require the Co-Owner/Resident to permanently remove the animal from the premises within seven (7) days of the date of the notice. Non-compliance can result in daily fines.

14. If a unit becomes infested with fleas or some other insect as a result of a pet, the Co-Owner shall be responsible for eliminating the infestation. If an adjacent unit becomes infested with fleas or some other insect as a result of the infestation of another unit and the failure of the Co-Owner of that unit to timely and/or appropriately eliminate the infestation, the Co-Owner of the unit in which the infestation originated will be responsible for the cost of eliminating the infestation in the adjacent unit(s).

## II. INSTALLATION / REPAIRS AND UNIT RENOVATION

### A. THE FOLLOWING RULES APPLY FOR ALL TYPES OF INSTALLATION, RENOVATION AND/OR REPAIRS BY CO-OWNERS, THEIR REPRESENTATIVES, AND/OR THEIR CONTRACTORS.

1. The Management Company must be notified when installations, renovation or repairs require the interruption of water and power to any Resident.
2. The Management Company notifies the community by posting the date and time of the service interruption at appropriate mail centers and by email.
3. All contractors performing any construction or repair work within the community must maintain general liability and worker's compensation insurance throughout the duration of the work. A contractor must provide certificates of insurance to the Management Company. Deerwood does not insure contractors.
4. Contractors must remove all old equipment, carpet, building supplies, and any other debris from the property. The garbage/trash facilities of Deerwood Gardens are not to be used by contractors.
5. Co-Owners are responsible for all damages by their contractor/workmen and for fines and cost of repairs.
6. The Co-Owners/Residents are responsible for informing the contractor of these requirements and for his compliance.
7. Delivery trucks may park temporarily in guest parking but must not impede the entrance and exit from the property of any Co-Owner/Resident.
8. Except during emergencies, renovation, repair, delivery, and installation hours must be adhered to and are as follows: Monday – Friday: 8:00 AM – 5:00 PM; Saturday – Sunday: 9:00 AM – 5:00 PM.

B. ROOF ACCESS REQUIREMENTS

1. Only the designated roofing company, certified/licensed A/C heat/electrical contractors, and Board of Directors' approved service providers are allowed on the building roofs.
2. Notification of service work to be performed on the roof to the Management Company is required. Failure of notification will result in a fine to the Co-Owner plus a roof inspection fee by the roof inspector. The Co-Owner is responsible and will be held liable for damages to the roof by the contractor or agent.
  - a. Co-Owner/Residents requirements for notification to Management Company:
    - 1) Your name and contact information with building number and unit number.
    - 2) Contractor's name and contact information.
    - 3) Date and nature of work.
  - b. Requirements for licensed contractor to access a roof:
    - 1) Proof and verification of Contractor's general liability insurance policy and certificate of insurance showing name of insurance company, policy number, coverage period and limits.
    - 2) Acknowledgment of, and agreement to, roof procedures by Co-Owner, Resident and contractor.
    - 3) A 40' ladder must be used and is only to be placed at the "Roof Stairs" sign. (Roof stairs are placed on each building to provide access to the roof area).

C. A/C-HEATING REPAIR / SERVICE / REPLACEMENT

1. Each Co-Owner is responsible for maintaining and replacing the air conditioning unit and the heating unit which serve the Co-Owner's unit.
2. Co-Owner/Residents must notify the Management Company with the following information when an A/C unit is to be repaired or replaced:
  - a. Your name and contact information with building number and unit number.
  - b. Contractor's name and contact information.
  - c. Date and nature of work.
3. Requirements for licensed contractor to repair/install an A/C unit.
  - a. Refer to Section B for Roof Access Requirements.
  - b. Current A/C and refrigeration license from the Texas Department of Licensing and Regulations.
  - c. Proof and verification of Contractor's general liability insurance policy and certificate of insurance showing name of insurance company, policy number, coverage period and limits.
  - d. Transporting of A/C units across the roof surface requires a dolly equipped with large pneumatic tires.
  - e. Installation of an electrical "cut-off" on the new unit. CITY CODE REQUIREMENT.
  - f. Permanently label unit with Co-Owner's unit number.
  - g. Acknowledgement of, and agreement to, roof procedures by Co-Owner, Resident, and contractor.

D. CARPET, CARPET CLEANING, OR REPLACEMENT

1. Portable cleaning units may be required due to the design (layout of the property) preventing close access to units.
2. Old carpet and padding must be disposed of by the contractor and removed from the Deerwood premises.
3. If a Co-Owner removes or alters an area such as flooring, additional flooring (example: carpeting and pad) must be replaced on the sub-flooring in order to eliminate excessive noise levels to neighboring units.

E. DELIVERY / INSTALLATION OF APPLIANCES

1. Co-Owner/Resident must contact the Management Company at least 48 hours in advance when the installation of an appliance requires interruption of water or power to any residence.
2. Protective padding must be placed on the appliances to prevent damage to the property (stairways, doorways, etc.).
3. Old appliances are to be removed from the premises by the installer.

F. ELECTRICAL WORK - The Co-Owner/ Resident must contact the Management Company at least 48 hours prior to any electrical work on the property that will interrupt power to any other unit(s).

G. PLUMBING

1. Water shutoff will be the third Thursday of the month unless otherwise notified. Plumbing repairs, except emergencies, should be scheduled during this time. You must notify the property plumbing company if you need your water shut off that day.
2. In case of an emergency (broken pipe, leak, etc.) the Co-Owner/Resident must contact the Management Company for instructions.
3. Severe damage to the boilers can occur if the water is improperly shut down. If damage to the boiler occurs as a result of an improper shut down by a Co-Owner or a Co-Owner's contractor, the Co-Owner shall be responsible for all repair and replacement costs incurred by the Council.

H. FURNITURE DELIVERY / MOVES

1. All moving trucks, cargo vans and trailers must be loaded or unloaded from the main drive/circle. Under no circumstance are these vehicles permitted in the driveways between the buildings.
2. All move-in/out hours must be adhered to as closely as possible and are as follows:  
Monday – Friday: 8:00 AM – 5:00 PM; Saturday – Sunday: 9:00 AM – 5:00 PM.
3. Furniture must be covered with protective pads to prevent damage to the walls, stairwells, railings, steps, or doors.
4. All packing boxes must be broken down prior to placement in the garbage bins. All packing materials must be placed in bags before being placed in garbage bins.



5. Boxes or trash must not be left outside the front door, in the stairwells, walkways, or common areas of the property.
  6. All damage to the buildings or general common elements caused by the moving or carrying of any article during a move is the responsibility of the Co-Owner or Resident.
- I. PAINTING – Paint brushes, equipment or buckets are not to be cleaned in water disposed of in drains or storm drains on the property. Failure to abide with requirement will result in a fine to the Co-Owner. Painters are to be instructed to leave windows open while painting to lessen fumes that may travel through the vents to other units.
  - J. CARPENTRY – The Co-Owner shall be liable for any costs incurred by the Council to remove debris and/or building supplies or materials that are not removed from the property by the Co-Owner or the contractor within a reasonable period of time after completion of the job.
  - K. TELEVISION ANTENNA / SATELLITE DISHES – Television antennas and satellite dishes may not be installed on any portion of the property, the roof, patios or balconies or the common areas without approval of the Architectural Committee. Cabling may not be placed on the roof or down the side of a building. Contact the Management Company for Architectural Standards and Requirement for installing antennas/satellite dishes.

### III. PARKING / SPEED LIMITS

- A. PARKING / AUTOMOBILES SPACE ASSIGNMENTS – Numbered parking spaces are assigned to each Co-Owner/Resident for parking personal vehicles only. A list of such assignments is maintained by and is available from the Management Company as well as on the website. Vehicle(s) owned by a Co-Owner or Resident that is regularly parked in Guest Parking is subject to a fine or towing.
- B. VEHICLE SPEED LIMITS – The speed limit for all vehicles on the property is 10 miles per hour. If a vehicle is seen to be speeding, the license plate number will be taken, and warnings or fines will be issued at the discretion of the Board of Directors.
- C. ILLEGAL PARKING
  1. A vehicle parked in violation of these Rules will be towed at the vehicle owner’s expense upon notice as required by law. A vehicle improperly parked in a fire lane, driveways, other designated “no parking” areas or in a manner that obstructs traffic flow or emergency vehicle access may be towed without notice to the vehicle owner.
  2. Parking violators reported by Co-Owner/Resident to the Management Company will have violation stickers placed on their vehicle.
  3. These Rules require assigned parking spaces to be used exclusively for residences’ personal vehicles only. No commercial vehicles are to be parked in assigned spaces. (For purposes of these Rules and Regulations, a vehicle shall be deemed to be a commercial vehicle if it has more than two (2) axles, it has been adapted or modified for any business or commercial use, or it displays any type of business or commercial sign, symbol, icon or logo).

D. OTHER VEHICLE INFORMATION

1. Co-Owners/Residents needing additional parking space may enter into an agreement to rent only – not purchase – an available space from other Co-Owners.
2. No automobile washing, repairs, or oil changes, etc. will be permitted on the property.
3. A vehicle parked in an assigned parking space must display current and all required state licenses and permits. In addition, the vehicle must be capable of being legally operated on a public right of way.
4. Except for a vehicle owned or operated by a contractor parked in guest parking during a period in which services are being provided to a Co-Owner, a commercial vehicle shall not be parked in a guest parking space. Likewise, no over-sized (greater than 25' long bumper to bumper/trailer hitch) personal vehicle or commercial vehicle shall be parked in an assigned parking space. In all events, no commercial vehicle shall be parked overnight within the development except with a written permit from Management Company.

E. UNAUTHORIZED VEHICLES

1. A guest may park his/her vehicle in a designated guest parking space for not more than three (3) nights within a seven-day period, followed by seven (7) consecutive nights off of the premises. This "7 night" time frame begins at 6:00 AM on the first morning after utilizing the 3-night rule. This regulation also applies if the guest's vehicle is rotated to and from various parking spaces and/or leaves and returns to the same Deerwood parking area within this time.
2. A Co-Owner or Resident who intends for a guest to park his/her vehicle in a designated guest parking space for more than 3 nights must obtain a "guest parking permit" from the Management Company. A duplicated copy of the permit will be retained.
3. It is suggested that if the guest to Deerwood Gardens is a regular visitor, Co-Owners and Residents should avoid problems by renting an empty assigned parking space from another Co-Owner. This process is accomplished through the Management Company.
4. Parking situations that become abusive will be dealt with by the Board of Directors.
5. A vehicle that is parked in the assigned parking space of another Resident without that Resident's consent may be towed, without notice, at the discretion of the Resident to whom parking the space is assigned.
6. A Co-Owner may contact the towing company directly if a vehicle is illegally parked in their (the Co-Owner's) assigned space. Otherwise the Management Company should be contacted.

F. MOTORCYCLES

1. Co-Owner/Resident owned motorcycles (motorbikes, motor scooters, or other similar vehicles) owned or used by a Resident shall not be operated within the property except for the purpose of transportation directly from a parking area to a point outside the property or from a point outside the property directly to a parking area.
2. Such vehicles shall not be loudly revved to noise levels capable of disturbing other Residents. This rule also applies to any car or truck.
3. Motorcycles must be parked only in the numbered assigned space(s) of the Co-Owner's unit and must display a Deerwood parking permit.

G. GUEST PARKING

1. A Resident shall not park his/her vehicle in a designated guest parking space unless expressly authorized by the Board of Directors.
2. Residents and their guests may not use any parking space (assigned or guest) for storing boats, RVs, commercial vehicles, trailers, camping units, recreational vehicles, or other personal vehicles or mobile devices.
3. Guest parking spaces near the clubhouse may be reserved from time to time for persons attending a function at the clubhouse. In that event, cones may be placed in the semi-circle and to the right of the clubhouse to indicate that those spaces are reserved for those attending the clubhouse function. No Resident or guest of a Resident who is not attending the function at the clubhouse may park in the designated spaces.
4. Periodically, due to necessity, the Board of Directors may authorize a Resident's vehicle to park in guest parking.

IV. COMMUNITY CENTER / POOL

A. CLUBHOUSE

1. Use of the Community Center, (known as the Deerwood Clubhouse ("Clubhouse")) shall be restricted to social purposes and may not be used for commercial, business, or religious events without prior approval from the Board of Directors. The city of Houston's Fire Code limits the occupancy of this structure to 50 persons.
2. Reservations for private parties in the Clubhouse must be obtained only by a Co-Owner (not a guest or Resident) at least three days prior to the function.
3. Reservations must be made with the Chairperson or any member of the Clubhouse/Social Committee who will inspect the clubhouse before and after the event. A reservation form can be obtained from the Clubhouse/Social Committee chairperson.
4. The Clubhouse is cleaned regularly. Equipment will be checked to make sure everything is in working order.
5. There is a charge for reserving the clubhouse, along with a security deposit, which will be returned if the Clubhouse is clean and there is no damage after the event.
6. If damage to the Clubhouse occurs during the period of the Co-Owner's private party or function and the cost to repair the damage exceeds the amount of the deposit, the Council will, at the Board of Directors' discretion cause the necessary repair work to be performed and then bill the Co-Owner for the addition repair costs. Payment of an invoice for additional repair cost will be due within thirty (30) days of the date that the invoice is either actually delivered to the Co-Owner or deposited in the mail (for delivery by mail at the Co-Owners last known mailing address according to the records of the Council).
7. Co-Owners hosting the function are responsible for cleaning the Clubhouse after the event and repairing any damage that occurs as outlined in the Reservation Agreement provided by the Chairperson-Social Committee.
8. No candles may be burned in the Clubhouse.

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9. The Co-Owner hosting the function must be present at all times throughout the function. Guests, catering, deliveries or other persons will not be permitted to enter the Clubhouse unless the host is present to meet the individual.
10. The Co-Owner hosting the function will at all times be responsible for the actions of his/her guests and assure that all guests comply with these Rules and Regulations. Neither the Council, its officers and directors, nor the Management Company shall have any responsibility for the actions of any guest of the Co-Owner.
11. Co-Owners hosting the event in the Clubhouse agree to be liable for, and to defend, hold harmless and indemnify the Council, the Board of Directors and the Management Company from any damage, loss, liability, injury, or claims (including reasonable attorney fees) arising from or resulting from the acts, omissions, or negligence of any guest, invitees or attendees.
12. Failure to comply with any of Deerwood Gardens' Rules and Regulations may result in the automatic forfeiture of the Co-Owner's right to use the Clubhouse.
13. A Co-Owner shall not be entitled to reserve the Clubhouse for a private party or function unless the Co-Owner is, on the date the reservation is requested, current in the payment of all sums owed to the Council, including assessments, late charges, and fines. Likewise, a Co-Owner shall not be entitled to use the Clubhouse for a private party or function unless the Co-Owner is, on the date of the private party or function, current in the payment of all assessments, late charges and fines.
14. A member or members of the Board of Directors shall have the authority to determine whether any noise is excessive, and his/her/their reasonable, good faith judgment shall be conclusive and binding on all parties.

B. POOL – MEMBERS AND GUESTS ONLY

1. Deerwood Pool hours are as follows: 6:00 AM until 10:00 PM.
2. Each guest is required to be accompanied by the Co-Owner/Resident at all times during which the guest is at the pool.
3. A responsible adult – over the age of 21 years – must accompany any child under the age of 14 years and remain at the pool at all times during which the child is at the pool.
4. Co-Owners/Residents are responsible for noise and nuisance created by their guests and children.
5. Glass containers are not permitted in the enclosed pool/deck area.
6. Consumption of food shall only be on the wood deck and concrete area away from the swimming pool.
7. No surfboards, ball playing, or team sports are allowed in the pool.
8. No pet is permitted within the enclosed pool area or on the concrete walks or grounds and planted areas inside the pool area.
9. No cut-offs or attire other than bathing suits may be worn in the pool.
10. No diving is allowed.
11. Nude bathing and nudity within the pool area is prohibited.
12. Loud music or other disturbances to Residents are prohibited.

13. A pool party within the pool area is prohibited. Rental of the Clubhouse is required if a Co-Owner has more than (6) guests. Guests attending a function in the Clubhouse approved by the Board of Directors may go into the pool area so long as each guest complies with all rules and regulations applicable to the pool area.
14. There is NO LIFEGUARD ON DUTY at any time. Co-Owners/Residents and their guests swim at their own risk.
15. Cooking within the pool area is strictly prohibited.
16. Smoking is prohibited in the pool and surrounding pool deck areas.
17. Diaper aged children must wear a swim diaper.
18. In addition to these rules, Residents are obligated to comply with any rules governing the use of the pool that may be posted from time to time at the pool.

## V. ENERGY CONSERVATION

### A. ELECTRICITY

1. Residents must keep doors or windows closed while operating air conditioning or heating units.
2. The continuous daytime use of outside lights is prohibited.
3. Outside fans (patio/balcony) should not be running when the Resident is not in the unit.
4. Electrical charging of any hybrid/electric car is prohibited from any outlet on the Deerwood property. This includes the use of extension cords.

### B. WATER

1. All leaking/dripping faucets and water running in toilets must be repaired immediately.
2. Any evidence of water backup or damage must be reported to the Management Company immediately.
3. NOTE: Your monthly maintenance includes electricity and water. It is the responsibility of each Co-Owner/Resident to help the Association keep the cost of utilities down.

## VI. SAFETY AND HEALTH

### A. FIRES / GRILLING

1. Definition: As used herein, barbecue pit/grill includes smokers, charcoal grills, gas grills, electric grills, and firepits of any kind. This definition also applies to Section I.B.10.
2. The City of Houston Fire Code and Standards of the Houston Fire Department shall govern the use of barbecue pits/grills on the property. Any violation of these rules is subject to a fine from the City of Houston and Deerwood Gardens. See also Section I.B.10.
3. No barbecue pits are to be placed on the North side balconies/patios. (Effective Inception of Rules and Regulations 10/07). Barbecue pits/grills outside of a building shall not be located within 10 feet of combustible walls, roofs or other combustible materials. (Houston Fire Department Standard, Section 3, 3.5-Location to Buildings). Grilling may occur in the open spaces between buildings and the open area north and adjacent to Building 2234.

4. Barbecue grills may not be used on patios or balconies, unless the ten-foot requirement can be met.
  5. Barbecue grills may not be used in carports or parking spaces.
  6. Residents are responsible for disposing of all refuse after any approved grilling.
  7. Those grilling may not impede the passage of other Residents to and from their units or parking spaces.
  8. Co-Owners/Residents who witness a violation should summon the Fire Marshall who will impose fines for violations of City Codes.
  9. Because of the potential fire hazard, a violation of Rule 2, 3 or 4 set forth in this Section will result in a fine of \$200 without prior notice of the violation or an opportunity to cure the violation. Payment of any such fine shall be due no later than thirty (30) days from the date of notice of the Resident.
  10. Residents who smoke cigarettes/cigars/pipes must not extinguish them in planters or grass, on sidewalks, or in any common areas. Smokeless tobacco (snuff) must not be spit in planters or grass, on sidewalks, or in any common areas.
- B. NOISE LEVEL – Musical instruments, radios (including car radios), stereos (including car stereos), televisions, amplifiers or other loudspeakers and electronic devices, whether located in a unit or in a car, must not disturb other unit occupants. This includes the use of or playing of the above items on patios, balconies, in common areas, in the swimming pool area and the Clubhouse.

## VII. ENFORCEMENT AND FINES

### A. ENFORCEMENT

1. The Board of Directors shall have the power to adopt, publish, and distribute Rules and Regulations to govern the activities of Deerwood Residents.
2. Residents should report violations of rules to the Management Company who will immediately investigate the report and take appropriate action within 24 hours of completion of the investigation.

### B. FINES

1. The Board of Directors may establish fines for all infractions of Deerwood Gardens' Rules and Regulations.
2. The amount of the fine shall be \$100.00 to \$1,000.00. If a violation continues to exist after the period given in the written notice of the Co-Owner to correct the violation, an additional fine of \$10.00 will apply against the Co-Owner for each day the violation continues to exist. Fines/fees shall be collected in the same manner as assessments. See Policy Resolution effective 1/1/2004.
3. The Board of Directors shall impose reasonable and/or additional fines in an equitable, impartial, and timely manner.
4. All violation notices shall be forwarded to the appropriate Co-Owner at the most current mailing address provided by the Co-Owner to the Management Company. The notice shall identify (1) the violation, (2) a reasonable time to correct the violation, and (3) the fine that

will be levied. If the violation is not cured within the specified period, unless good reason is provided, additional fines with legal fees will be charged to the Co-Owner of the unit.

5. After levying the fine, the Management Company shall give written notice to the Co-Owner within 30 days.
6. Fines shall be collected and are due in the same manner as assessments.

#### VIII. MISCELLANEOUS

- A. CONTRACTORS / WORKERS / MAINTENANCE PERSONNEL – Residents should not approach contractors/workers/maintenance personnel who have been hired by the Management Company in regard to the work they are doing. If a Resident feels a contractor/worker/maintenance person is doing something violating HOA rules, they should contact the Management Company or the President of the Board of Directors and report it. Regular maintenance hours are Monday – Friday: 8:00 AM – 6:00 PM.

RP-2020-307985

RP-2020-307985  
# Pages 22  
07/13/2020 12:49 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
CHRIS HOLLINS  
COUNTY CLERK  
Fees \$98.00

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.



A handwritten signature in black ink, appearing to be "CHH", is written over the printed name of the County Clerk.

COUNTY CLERK  
HARRIS COUNTY, TEXAS



**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF ADMINISTRATORS  
THE DEERWOOD COUNCIL OF CO-OWNERS  
(RECORD PRODUCTION AND COPYING)**

The undersigned Officer of The Deerwood Council of Co-Owners, a Texas non-profit corporation (the "Council"), does hereby certify, that at a regular meeting of the Board of Administrators ("Board") of the Council held on July 7, 2022, with at least a majority of the Board being present, the following resolution was duly made and approved by the Board:

**WHEREAS**, pursuant to that certain "Condominium Declaration for Deerwood" recorded in Volume 23, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Bylaws of the Council, and all dedicatory instruments governing the Council, the Council is responsible for the administration and operation of the Deerwood Condominium (the "Condominium") and the restrictive covenants set forth therein; and

**WHEREAS**, by this resolution, the Board wishes to adopt a policy governing the production and copying documents consistent with the provisions of Section 82.1141(h) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of condominium units in the Condominium as to same.

**NOW THEREFORE**, formal notice is hereby given to all current and future owners of condominium units in the Condominium as to the following policy of the Council:

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

**I. BOOKS AND RECORDS.**

- A. The Council shall make the books and records of the Council, including financial records, open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 82.1141 of the Texas Property Code. An owner is entitled to obtain from the Council copies of information contained in the books and records.
- B. The files of the Council's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Council is seeking reimbursement from the owner may be requested by said owner in accordance with Section 82.1141(c) of the Texas Property Code.
- C. The Council is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual unit owner of the Council, a unit owner's personal financial information (including records of payment or non-payment of amounts due to the Council), a unit owner's contact information, a unit owner's address, or information related to an employee of the Council (including personnel files). Information may be released in an aggregate or summary manner that would not identify an individual owner.

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

II. WRITTEN REQUEST AND NOTICES.

- A. An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Council or authorized representative as reflected in the most current management certificate of the Council recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Council's books and records being requested. The written request must contain an election to either inspect the books and records before obtaining copies or to have the Council forward copies of the requested books and records.
  - 1. If an owner or the owner's representative requests an inspection, the Council shall on or before the tenth (10<sup>th</sup>) business day after the date the Council receives the written request send written notice of dates during normal business hours that the owner or the owner's representative may inspect the books and records to the extent those books and records are in the possession, custody or control of the Council.
  - 2. If an owner or the owner's representative requests copies of the identified books and records, the Council shall, to the extent those books and records are in the possession, custody or control of the Council, produce the requested books and records for the requesting party on or before the tenth (10<sup>th</sup>) business day after the date the Council receives the written request, except as otherwise provided in this policy.
- B. If the Council is unable to produce the books and records requested on or before the tenth (10<sup>th</sup>) business day after the date the Council receives the written request, the Council must provide to the requestor a written notice that (1) informs the requestor that the Council is unable to produce the information on or before the tenth (10<sup>th</sup>) business day after the date the Council receives the written request; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15<sup>th</sup>) business day after the date notice under this section is given.

- C. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the Council to copy and forward to the requesting party. The requesting party shall pay, in advance of the inspection, the costs associated with the compilation, production, and labor to supervise the inspection in accordance with Section III. After the inspection, the requesting party shall pay, in advance, the costs to copy and forward the identified documents in accordance with Section III.

III. COSTS AND EXPENSES.

- A. The Council will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy. Such costs shall include all reasonable costs of materials, labor, overhead, and postage. Such costs shall be charged at an amount not to exceed costs that would be applicable for an item under Title 1 Texas Administrative Code Section 70.3 as same may change from time to time for an item produced by the Council, and may not exceed actual costs for an item produced by a third party. As of the date of this Policy, charges applicable under the Texas Administrative Code are as follows for the following items (please refer to the Texas Administrative Code for a complete list of permissible charges and amounts):

COPY COSTS	<p>\$0.10 per page for 8 ½ x 11 pages</p> <p>\$0.50 per page for pages 11 x 17 or greater</p> <p>Actual costs for specialty paper (color, photographs, maps, etc.)</p> <p>\$1.00 for each CD or audio cassette</p> <p>\$3.00 for each DVD</p>
LABOR	<p>\$15.00 per hour for actual time to locate, compile, manipulate data, and reproduce books and records</p> <p>(if copy request is more than 50 pages)</p>
OVERHEAD	<p>20% of total labor charge</p> <p>(if copy request is more than 50 pages)</p>
MATERIALS	<p>Actual cost of labels, boxes, folders, envelopes and other supplies used locate, compile, and reproduce books and records</p>
POSTAGE	<p>Actual cost</p>

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

WITNESS MY HAND on this 7<sup>th</sup> day of July, 2022.

THE DEERWOOD COUNCIL OF CO-OWNERS, a Texas non-profit corporation

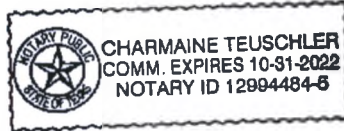
By: *John W. Schindler*  
(signature)  
John W Schindler  
(name printed)  
Its: Secretary  
(officer position)

RP-2022-375208

STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§



This instrument was acknowledged before me on this 7<sup>th</sup> day of July, 2022 by John W. Schindler, Secretary of The Deerwood Council of Co-Owners, a Texas non-profit corporation, on behalf of said corporation.

*Charmaine Teuschler*  
Notary Public - State of Texas

RP-2022-375208  
# Pages 5  
07/21/2022 11:15 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-375208

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF ADMINISTRATORS  
THE DEERWOOD COUNCIL OF CO-OWNERS  
(DOCUMENT RETENTION)**

The undersigned Officer of The Deerwood Council of Co-Owners, a Texas non-profit corporation (the "Council"), does hereby certify, that at a regular meeting of the Board of Administrators ("Board") of the Council held on July 7, 2022, with at least a majority of the Board being present, the following resolution was duly made and approved by the Board:

**WHEREAS**, pursuant to that "Condominium Declaration for Deerwood" recorded in Volume 23, Page 1 of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Council is responsible for the administration and operation of the Deerwood Condominium (the "Condominium") and the restrictive covenants set forth therein; and

**WHEREAS**, by this resolution, the Board wishes to adopt a policy governing the retention of documents consistent with the provisions of Section 82.1141(l) of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units in the Condominium as to same.

**NOW THEREFORE**, formal notice is hereby given to all current and future owners of units in the Condominium as to the policy of the Council, as follows:

**COUNCIL POLICY AS TO  
DOCUMENT RETENTION**

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

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

The Council shall not be required to retain any documents not shown herein above. After the expiration of the applicable retention period, the documents are subject to removal from the Council's books and records, and shall no longer be available for review or inspection.

The Deerwood Council of Co-Owners, a Texas non-profit corporation

By: *John W. Schindler*  
(signature)

John W. Schindler  
(name printed)

Its: Secretary  
(title)

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS



This instrument was acknowledged before me on this 7<sup>th</sup> day of July 2022 by John W. Schindler, Secretary of The Deerwood Council of Co-Owners, a Texas non-profit corporation, on behalf of said corporation.

*Charmaine Teuschler*  
Notary Public - State of Texas

RP-2022-375209

RP-2022-375209  
# Pages 3  
07/21/2022 11:15 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$22.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-375209



**CERTIFICATE OF CORPORATE RESOLUTION  
OF THE BOARD OF ADMINISTRATORS**

**THE DEERWOOD COUNCIL OF CO-OWNERS**

**POLICY RELATING TO  
THE  
COUNCIL'S USE OF  
CAMERAS IN THE COMMON ELEMENTS/COMMON AREA**

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The undersigned, being a duly elected, qualified and acting Officer of The Deerwood Council of Co-Owners, a Texas non-profit corporation (the "Council"), the corporation set forth and described in that certain "Condominium Declaration for Deerwood" recorded in Volume 23, Page 1, et seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded document and all exhibits and amendments thereto being referred to as the "Declaration"), does hereby certify that at a duly constituted meeting of the Board of Administrators ("Board") of the Council held on JULY 7, 2022 with at least a majority of the Board present, the following resolution was duly made and approved by the Board:

**WHEREAS**, the Council, acting by and through its Board, is responsible for the administration and operation of the Deerwood Condominium (the "Condominium"); the repair and maintenance of the Common Elements/common area; and the regulation of the use, modification, and appearance of the units and common elements; and

**WHEREAS**, by this resolution, the Board is desirous of adopting a policy relating to the Council's use of cameras in the common areas (the yards, driveways, parking areas, building exteriors, etc., all of which constitute Common Elements) of the Condominium, and the circumstances, if any, which data generated from the use of such cameras will be made available to owners, residents, or third parties;

**NOW THEREFORE**, the Board hereby adopts the following policy relating to the Councils' use of cameras in the common areas (the yards, driveways, parking areas, building exteriors, etc., all of which constitute Common Elements) of the Condominium:

1. One or more surveillance cameras have been installed on/within the Common Elements of the Condominium (the "Camera" in the singular and "Cameras" in the plural). The purpose of the Cameras is to record the activity of persons on/within the Common Elements for the purposes of deterring and/or investigating crimes and/or vandalism of Condominium property (real and personal), and or the real and personal property of owners or residents in the Condominium. Under appropriate circumstances, the Cameras may also be utilized to assist in the enforcement of violations of the Council's dedicatory instruments.

2. Images captured by Cameras may not be monitored in “real time”, if monitored at all. Owners, residents, and their respective guests and invitees may not, and shall not, rely upon the presence of the Cameras as being any representation, express or implied, by the Council that the Cameras are being monitored. The Council disclaims any representation, express or implied, that the Cameras are being monitored.
3. Images captured by Cameras will be preserved for viewing for a limited time period through the use of DVR recording or similar technology, on an as when and as needed basis. The Council shall have no obligation to preserve images captured by the Cameras for any specified period of time and shall have no obligation to any person whomsoever who claims any damage in whole or part by virtue of the failure to preserve such images.
4. Video footage is subject to being reviewed by (i) members of the Board; (ii) person(s) authorized by the Board to review such footage; (iii) members of law enforcement; and (iv) residents of the Condominium requesting such review, for a proper purpose. A “proper purpose” shall include, without limitation: if such resident was/is the victim of a criminal action for which a police report has been filed, such resident shall be allowed access to review the video footage.
5. The Council, its Board, Officers, employees, and/or managing agent shall not in any way be considered as insurers or guarantors of the safety, security, or well-being of any Owner, resident, or their respective guests or invitees. Security is the sole responsibility of each and every individual Owner(s), resident, their respective guests and invitees. Each Owner, resident, and their respective guests and invitees shall in all instances look to local law enforcement agencies for such protection. The Council has no obligation whatsoever to provide security. While security services, systems, and facilities, if any, may be provided at the sole discretion of the Board, the installation or use of the Cameras shall not be considered or relied upon as being security services for the benefit of the Owners, residents, and/or their respective guests and invitees. The Cameras installed and utilized in the Condominium are not provided for security, and do not constitute security for any Owner, resident, guest, or invitee on or within the Condominium.
6. THE COUNCIL DOES NOT REPRESENT OR WARRANT THAT THE CAMERAS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT THE CAMERAS WILL IN ALL CASES SATISFY THE PURPOSES FOR WHICH THE CAMERAS MAY BE DESIGNED OR INTENDED. THE COUNCIL, ITS ADMINISTRATORS, OFFICERS, AGENTS OR EMPLOYEES, SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF THE FAILURE OF, OR THE INEFFECTIVENESS OF THE CAMERAS TO PREVENT OR RESOLVE ANY CRIMINAL ACTIVITY (WHETHER BURGLARY, THEFT, ASSAULT, HOLD-UP OR OTHERWISE), OR FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION,

THE MALFUNCITON OF SUCH CAMERAS, OR THE FAILURE OF THE COUNCIL TO MAINTAIN SAME IN GOOD WORKING CONDITION.

- 7. The placement and use of the Cameras shall in no way prevent the Board from hereafter electing to discontinue or temporarily or permanently remove such Cameras, systems and facilities or any part thereof.

This policy shall be effective as of the date same are recorded in the County Clerk's Records of Harris County, Texas.

The undersigned has hereunto set his/her hand this 7 day of July, 2022

The Deerwood Council of Co-Owners, a Texas non-profit corporation

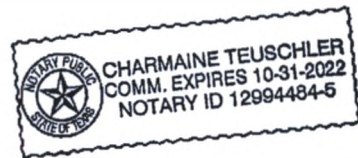
By: [Signature]  
(signature)

John W. Schindler  
(name printed)

Its: Secretary  
(title/position)

RP-2022-375210

STATE OF TEXAS §  
COUNTY OF HARRIS §



This instrument was acknowledged before me on this 7th day of July, 2022 by John W. Schindler, Secretary of The Deerwood Council of Co-Owners, a Texas non-profit corporation, on behalf of such corporation.

[Signature]  
Notary Public, State of Texas

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# Pages 4  
07/21/2022 11:15 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$26.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION  
THE DEERWOOD COUNCIL OF CO-OWNERS  
A TEXAS NON-PROFIT CORPORATION**

**RELATING TO  
INSURANCE DEDUCTIBLE(S)**

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The undersigned is an Officer for **THE DEERWOOD COUNCIL OF CO-OWNERS**, a Texas non-profit corporation (the "Council"). The Council manages and administers the **DEERWOOD CONDOMINIUM** (the "Condominium") pursuant to that certain "Condominium Declaration for Deerwood", recorded in Volume 23, Page 1, et. seq. of the Condominium Records of Harris County, Texas, and any and all amendment(s) and annexation(s) thereto (the "Declaration"); (b) the Bylaws of the Council recorded under County Clerk's File No. U258501 or the Real Property Records of Harris County, Texas, and all amendments thereto ("Bylaws"); (c) Policies/Rules and Regulations of the Council (the "Policy/Rules"); and (d) the provisions of Chapter 82 of the TEXAS PROPERTY CODE.

The undersigned hereby certifies that at a duly called and constituted meeting of the Board of Administrators ("Board") held on July 7, 2022, the Board adopted the following **INSURANCE DEDUCTIBLE RESOLUTION:**

**INSURANCE DEDUCTIBLE RESOLUTION**

**WHEREAS**, pursuant to Chapter 82 of the TEXAS PROPERTY CODE, the Declaration and the Bylaws, the Council, acting by and through its Board of Administrators ("Board") is responsible for administering the Condominium and the covenants, conditions, and restrictions set forth in the Declaration; and

**WHEREAS**, generally the Council is required to insure the Insurable Common Elements and Condominium Units in accordance with the Declaration, Bylaws, and applicable law to the extent that such property insurance is reasonably available; and

**WHEREAS**, the Board, having considered all relevant factors, and based on its business judgment to secure such insurance on a reasonably available basis, has agreed to obtain one or more policies of Insurance containing certain policy deductible(s), which are both reasonable and necessary; and

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

**WHEREAS**, Section 82.111(a) and (b) of the Texas Uniform Condominium Act ("TUCA") generally provides that the Council must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, Common Elements, and Units, but need not include improvements and betterments installed by the Unit Owners; and

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

**WHEREAS**, the Board has obtained Insurance policies required by 82.111(a) and (b) of TUCA, however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with certain policy deductible(s) applicable to the respective insured risks, and it is reasonable and customary for a condominium Council located in Houston, Harris County, Texas to obtain such insurance with stated policy deductible(s) applicable to the respective insured risks; and

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

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

**NOW THEREFORE, BE IT RESOLVED THAT:**

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

Declaration, Bylaws, Policy/Rules, or applicable law, all irrespective of any negligence; or

- c. if the cause of the Insured loss cannot be determined, but such loss originated wholly within the Owner's Condominium Unit, or from any item for which the owner is responsible to maintain, repair, or replace under the Declaration, Bylaws, Rules, or applicable law.

In situations other than those described above, the Council will pay the applicable policy deductible, as a common expense.

- 3. *If the Council's insurance provides coverage for the loss but the cost to repair damage to a Condominium Unit or Common Element covered by the Council's insurance **is less than the amount of the applicable insurance deductible (such that no insurance proceeds are available to make repairs)**, then except as provided in Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall make or pay the cost of the repair of the damage to the Unit or Common Elements. The provisions of the Declaration, Bylaws, Policy/Rules, and/or applicable law shall determine the responsibility of the repairs pursuant to this Paragraph 3.*
- 4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with the applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if damage to a Unit or Common Elements is due wholly or partly to an act or omission of any Owner or a guest or invitee of the Unit owner, the Council may assess the deductible expense and any other expense in excess of insurance proceeds against the Owner and the Owner's Unit; and (ii) an Owner may also be subject to liability pursuant to applicable provisions of the Declaration, Bylaws, and/or the Policy/Rules.
- 5. The determination of whether the occurrence or cause of a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board, whose decision shall be final. Sums determined to be the obligation of the Owner to the Council as above provided shall be payable within ten (10) days after written demand therefore addressed to the Owner and sent by certified mail/return receipt request to the Owner's last known mailing address according to the records of the Council, or by personal delivery.
- 6. Nothing herein shall be construed as to treat the Council's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Council's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Council's obligation, with respect to maintenance, repairs, or replacement to a Unit and an Owner's personal property and improvements as set forth in the Declaration, Bylaws, Policy/Rules, or applicable law. Nothing herein shall affect the right of an Owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or entity other than the Owner whose wrongful or negligent acts may have caused such loss,

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or to recover such sums from the Owner whose acts, or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of an Owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such Owner which are not covered by the Council's Insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board.

- 7. This Policy Resolution shall supersede and replace, in its entirety, any existing policies or resolutions of the Council now in existence relating to the same subject matter, including, without limitation, that certain "Policy Resolution of The Deerwood Council of Co-Owners (Relating to Insurance Deductibles)" recorded under County Clerk's File No. 20090513643 of the Real Property Records of Harris County, Texas.
- 8. The Policy Resolution shall be deemed effective upon the recordation of same as a "Dedictory Instrument" in the Real Property Records of Harris County, Texas.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 7<sup>th</sup> day of July, 2022

**THE DEERWOOD COUNCIL OF CO-OWNERS,  
a Texas non-profit corporation**

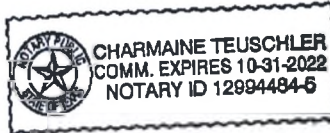
By: *John W. Schindler*  
 (signature)  
John W. Schindler  
 (name printed)

Its: Secretary  
 (title/position)

RP-2022-375211

STATE OF TEXAS

§  
§  
§



COUNTY OF HARRIS

This instrument was acknowledged before me on this 7<sup>th</sup> day of July, 2022 by John W. Schindler, Secretary of The Deerwood Council of Co-Owners, a Texas non-profit corporation, on behalf of such corporation.

*Charmaine Teuschler*  
 Notary Public - State of Texas



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# Pages 5  
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*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS