

EXHIBIT "D"

RIVER OAKS TOWNHOME OWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS CONCERNING USE AND OCCUPANCY OF RIVER OAKS TOWNHOMES

1. No sidewalk, driveway, parking area, public hallway, walkway, or stairway, or any other Common Area shall be obstructed in any manner, nor shall any Owner store or place or cause to be stored or placed any object in such areas.

2. Owners may place upon balconies or patios appurtenant to such Owner's Apartment patio furniture and such decorative items as such Owner may deem desirable, provided, however, that the Board shall have the right at any time to direct removal of any item which the Board determines, in its sole discretion, detracts from the general appearance from the Project.

3. No animal shall be permitted on the Project except normal household pets. No such pet shall exceed 25 pounds in weight, and there shall be allowed only two such pets per Apartment: The Board shall have the right to direct the removal of any pet which is disturbing to any other Owners in the Project. All pets must be restrained by a leash when outside of an Apartment, and no pet shall be allowed to run loose within the confines of the Project.

4. Children under the age of 14 shall not be permitted as permanent residents of the Project, nor shall any child other than a member of an Owner's immediate family occupy any Owner's Apartment.

5. No sign, notice, or advertisement of any type shall be posted within the confines of the Project without the prior written consent of the Board.

6. No radio or television antennas shall be attached to any of the Buildings or maintained outside of an Apartment without the prior written consent of the Board.

7. Each Owner shall keep his Apartment in good order and repair.

8. Water faucets, dishwashers, garbage disposals, and similar apparatus shall not be left running for an unreasonable or unnecessary length of time.

9. Owners shall not permit their family, guests, or invitees to use parking spaces of other Owners. Vehicles not properly parked shall be subject to removal at the Owner's expense.

10. No vehicle shall be left standing in a Parking Space in a nonoperative condition, nor shall any repair work be done to vehicles in a Parking Space. No trailers, boats, structures, or out-buildings will be permitted on the Project except as may be parked or stored in an area specifically designated in writing by the Board.

11. The swimming pools and other Common Areas are for use by all Owners. Owners will abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board. Such rules and regulations will be deemed to be a part of these Rules and Regulations and will be enforceable in the same manner as provided for in the Declaration therefor. These Rules and Regulations may be amended at any time, and from time to time, by the Board.

**SECRETARY'S CERTIFICATE OF
RIVER OAKS TOWNHOMES OWNERS ASSOCIATION, INC.**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of RIVER OAKS TOWNHOMES OWNERS ASSOCIATION, INC., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration (for) River Oaks Townhomes" filed in Volume 28, Page 20 of the Condominium Records of Harris County, Texas, together with all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true, correct copy of the Rules and Regulations of River Oaks Townhomes Owners Association, Inc. duly adopted by the Board of Directors (the "Board") at a duly called meeting held on October 17, 2002.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 21st day of November, 2002.

[Signature]
Randy Carr, Secretary
of River Oaks Townhomes Owners
Association, Inc., a Texas non-profit
corporation

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This instrument was acknowledged before me on the 21st day of November, 2002, by Randy Carr, Secretary of River Oaks Townhomes Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



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

Record and Return to:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
808 Travis, Suite 2600
Houston, Texas 77002

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**RULES AND REGULATIONS OF
RIVER OAKS TOWNHOMES OWNERS ASSOCIATION, INC.**

(Rev. as of 10-02)

These Rules and Regulations amend and restate, in their entirety, the Rules and Regulations for River Oaks Townhomes adopted by the Board of Directors of the Association on April 18, 1996, as filed for record on June 4, 1996 under County Clerk's File No. R958709 of the Real Property Records of Harris County, Texas.

PREAMBLE / INTRODUCTION

The Rules and Regulations ("Rules") which follow have been adopted by the Board of Directors ("Board") of River Oaks Townhomes Owners Association, Inc. (the "Association") pursuant to the authority vested in the Board to do so as set forth in the Condominium Declaration for River Oaks Townhomes Condominiums (recorded in Volume 28, Page 20 of the Condominium Records of Harris County, Texas, together with all amendments thereto), and the Texas Uniform Condominium Act (Chapter 82 of the Texas Property Code; specifically Section 82.102).

The volunteer Board is elected by the membership to administer the River Oaks Townhomes property for the mutual benefit of all owners and residents. Toward this end, the Board recognizes that an attractive physical appearance is an essential component and contributor to real property values in general and for the River Oaks Townhomes property in particular. Within this context, and considering the Board's fiduciary duties to the owners, the Board has sought to pursue the goal of maintaining and improving the historically pleasant outward appearance of the property so as to preserve and enhance property values. Furthermore, the Board recognizes that all residents expect that their freedom to express their personal preferences will be respected, as long as such individual preferences do not infringe upon or interfere with the equivalent rights of all residents. Accordingly, the Board's philosophy is to afford all residents their respective freedom of expression inside their residence and to simultaneously take full responsibility for maintaining and (reasonably) improving a pleasant, visual, exterior appearance on behalf of all owners and residents.

1. DEFINITIONS/TERMINOLOGY. Throughout these Rules, the following terms shall have the following meanings:

- (a) Association - River Oaks Townhomes Owners Association, Inc.
- (b) Board - the Board of Directors of the Association
- (c) guest(s) - non-residents who are invitees of an owner or tenant
- (d) owner(s) - the record title holder of one or more units at River Oaks Townhomes, whether a resident or non-resident at the property
- (e) property - Unless otherwise indicated, the River Oaks Townhomes Condominium property

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- (f) resident(s) - all persons (whether owners, tenants, guests, etc.) who reside at the property
- (g) Rules - these Rules and Regulations
- (h) tenant(s) - person(s) with contractual rights to occupy one or more unit(s) at the property

2. **LEASING.** On or before the date that a lease agreement as to any unit becomes effective, the owner of a unit to be leased will provide the Association with (a) the owner's mailing address and telephone number, if different from that previously provided to the Association, (b) the name and telephone number of each of the tenants and (c) the name, address and telephone number of the person managing the unit for the owner, if any. The Association will maintain a form for this purpose at the office of its managing agent. The owner of a unit that is leased is responsible for providing his/her tenant with copies of the Association's governing documents and assuring that his/her tenant complies with covenants, conditions, restrictions, rules and regulations applicable to River Oaks Townhomes.

3. **CONCIERGE SERVICE.** In order for the concierge service to accept deliveries, envelopes, packages or keys for a resident of River Oaks Townhomes, said resident must first complete an Indemnification for Package Acceptance and Release form and/or the Indemnification for Key Release form. The form(s) must be completely filled out, notarized and returned to the front gate concierge before any deliveries, envelopes, packages or keys will be accepted. **NO EXCEPTIONS.** The concierge will provide copies of the form(s) upon request.

Unless prior arrangements have been made, no package may be left at the gate house for more than forty-eight (48) hours (whether an incoming or outgoing package). Notification will be attempted to be provided to each resident of a package left for pick-up at the gatehouse by telephone, notice left on the residents door, or in person. Neither the concierge service nor the Association, its Board or management company is responsible for any package or other item left at the gatehouse by or for any owner or resident. In the event that any package or other item is not claimed or retrieved by a resident after more than 48 hours following notification (as set forth above), the Association shall have the right to return the package or item to the sender.

4. **COMMON AREAS.** No sidewalk, driveway, parking area, public hallway, walkway or stairway, or any other common area shall be obstructed in any manner, nor shall any owner or resident store or place or cause to be stored or placed any object in such areas, including items such as shopping carts, bicycles wagons or children's toys.

Notwithstanding the foregoing, owners and residents may, subject to the restrictions and guidelines set forth below, be permitted to place a limited and reasonable number of potted plant(s), chair(s), bench(es), or other decorative items in the common area immediately adjacent to such owners/residents doorway against the

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exterior wall of the unit (within an area not to extend more than three (3) feet along the exterior wall on either side of such doorway), in accordance with the following specific restrictions and guidelines:

- (i) Chair(s) or bench(es) must be designed for outside use and must be maintained and kept in an attractive condition; potted plants must be in decorative containers only (whether ceramic, clay, or a quality plastic) and must be living, properly maintained in a neat and attractive condition, with pans under the pots; and other decorative item(s) (such as, without limitation, door mats, statues, etc.) must be attractive, and be maintained in a neat and attractive condition, and (all of the foregoing items being referred to as the "permissible items"). "Attractive/attractive condition" as used in this paragraph shall mean that such items shall not detract from the general appearance of the property.
- (ii) The items described in §(i) above may be permitted only if there is an acceptable location for same (in relation to the dimensions and layout of the common area immediately adjacent to the unit doorway), and in some instances, the dimensions and layout of such common area may be impractical for the placement of such item(s) and such items may not be permitted. Further, only a reasonable aggregate number of permissible items described in §(i) may be placed in the common area immediately adjacent to a unit door. The number of such permissible items, if any, may differ from unit to unit (and in some instances may be none), and shall be determined in the sole reasonable discretion of the Board based upon the dimensions and layout of the common area immediately adjacent to such unit door.
- (iii) The color(s) of any permissible items shall be harmonious with the overall appearance of the property and, exclusive of flowers in pots, shall not be bright or prominent in appearance.
- (iv) No permissible items shall ever be placed or kept in such a location which would constitute a fire hazard, impose the risk or injury (whether by slip and fall or otherwise), or block the free and uninterrupted ingress and egress by pedestrians in any hallway, walkway, or stairway. Further, when watering plants in permissible containers in such common area immediately adjacent to such unit doorway, owner or residents shall not allow water to overflow onto the common area so as to create a risk of slip and fall to pedestrians utilizing the hallway or common walkway. The Association, its Board, and its managing agent shall have no liability to such owner/resident or any third party whomsoever for any damages, loss or injury resulting from the placement or use of any such permissible items. By placing such permissible item(s) in the common area immediately adjacent to such doorway, such owner/resident shall be deemed to have agreed to fully indemnify and hold harmless the

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Association, its Board, and its managing agent of and from all claims, loss, damage, or injury resulting from the placement or use of such item(s).

- (v) Where two or more unit doorways are immediately adjacent to one another and share a common entrance area, no owner or resident of such units may place any permissible item outside of his unit door without the prior consent of the immediately adjoining owner or resident who shares the common entrance area.
- (vi) After notice and an opportunity to have a hearing before the Board has been provided pursuant to paragraph 19 hereof, the Board shall have the right to remove or direct the removal of any item(s) which the Board shall determine, in its reasonable sole discretion, is not in compliance with the foregoing guidelines or detracts from the general appearance of the property.

5. **BALCONIES/PATIOS.** Owners and residents may place upon their personal balconies or patios appurtenant to the unit patio furniture and such decorative items as such owner/resident may deem desirable; provided, however, that such items must be designed for outside use and must be maintained and kept in an attractive condition; potted plants must be in decorative containers only (whether ceramic, clay, or a quality plastic) and must be living, properly maintained in a neat and attractive condition, with pans under the pots; and other decorative item(s) (such as, without limitation, statues, etc.) must be attractive and must be maintained in a neat and attractive condition. "Attractive/attractive condition" as used above shall be deemed to mean that such items shall not detract from the general appearance of the property. After notice and any opportunity to have a hearing before the Board has been provided pursuant to paragraph 19 hereof, the Board shall have the right to remove or direct the removal of any such item which the Board shall determine, in its reasonable sole discretion, is not in compliance with the foregoing guidelines, or detracts from the general appearance of the property. Bicycles, clothes, sheets, towels, rugs, and similar items may not be hung in patio areas, on balconies, over railings or fences enclosing a patio area or balcony, or anywhere else within the development. Bicycles should be stored in the bicycle racks provided on the property. Latticework is permitted upon balconies with one condition: **THE LATTICE WORK MUST BE PAINTED WHITE**. There are no exceptions to this rule. All lattice work which has been installed prior to the enactment of this rule must be painted. Failure to comply in a reasonable and timely manner will result the Association following the enforcement procedure set forth hereinbelow. Torn or tattered roll-up shades or blinds must be removed from the balconies or patios.

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6. **PETS.**

- (i) Conditional Permission to keep or maintain pets. Pet(s) shall be conditionally permitted in accordance with the provisions of this paragraph 6. Provided that all of the following rules are met and maintained at all times, each resident shall be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with the following rules (conditional permission). If any of the following rules are violated, the conditional permission to keep or maintain any pet in violation of such rules shall be subject to being revoked by the Board in the Boards' sole and absolute discretion.
- (ii) Restrictions as to pet(s). The following rules shall apply to all residents and their pet(s). Violation of any of the following rules may be the basis for revocation of the conditional permission to keep such pet(s).
- (a) No animals shall be kept except normal and customary household pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, and endangered species are prohibited.
- (b) As to dogs and cats, there shall be allowed only one (1) dog and two (2) cats per unit. Provided, however, that if any resident owns and maintains more than one (1) dog and two (2) cats as of the date of the adoption of these Rules and Regulations in his/her/their unit, such dog(s) and cat(s) shall be deemed grandfathered and shall be permitted to remain at the property for the duration of their lives.
- No other pets in violation of these rules will be deemed grandfathered unless approved in writing by the Board.
- (c) Upon request by the Association, all residents shall provide the Association with a list of the household pets kept or maintained in their unit (i.e. number, species, breed, etc.). Further, the owner of any "grandfathered" pet (grandfathered in accordance with subparagraph (b) above) shall be required to register such pets to be considered grandfathered within thirty (30) days of the date of the adoption of these Rules as a condition precedent to any such grandfathered status.
- (d) No pets may be kept or bred for any commercial purpose.
- (e) No pet shall be kenneled or tethered unattended for any period of time on any balcony, patio, or any part of the limited or general common elements of the property.

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- (f) ALL PETS MUST BE ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF THEIR OWNER WHILE ON THE COMMON GROUNDS. THERE SHALL BE NO EXCEPTIONS (the City of Houston leash law also mandates this). No pet shall be allowed to run loose within the property. Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier.
 - (g) No savage or dangerous animal shall be kept.
 - (h) Each resident who maintains a pet shall be responsible to pick up and dispose of any defecation by such pet on the property. Dogs are to be walked along the east fence line of the property.
 - (i) Except as provided herein, DOGS ARE NOT ALLOWED IN THE SWIMMING POOL OR IN THE POOL ENCLOSURE AREA AT ANY TIME. Provided, however that the residents of Unit No. 209 in Quad I, and the residents of Units 166, 266, 167, 267, 168, 268, 169, 269, 170, 270, 171, 271, 172, 275, 276, 277 and 278 in Quad IV shall be allowed to walk their pets while on a leash, and/or securely carry them, and/or carry them within a pet carrier through the pool enclosure area solely for the purpose of transporting such pet(s) from their unit to the common area(s) outside the pool enclosure area.
 - (j) Residents are not permitted to bathe dogs and/or cats outside or in the common area. All animals must be bathed inside the resident's unit.
 - (k) Cats are not allowed to roam on or about the property. Cat traps may be set out periodically and any stray cat caught in any such trap will be turned over to the City of Houston department of Animal Registration and Care (or its then existing equivalent).
 - (l) Residents who keep or maintain pet(s) in accordance with these rules must be responsible pet owners and not allow their pet(s) to unreasonably interfere with the rights of the other residents.
 - (m) All pet(s) shall have such care and restraint so or not to be obnoxious or offensive on account of noise, odor, or unsanitary condition.
- (iii) Violation of Rules, Revocation of conditional permission. In the event that any resident violates any of the foregoing rules, or fails or refuses to maintain and care for his/her/their pets, or allows their pets to

unreasonably interfere with the rights of the other residents, or such pets are determined to be offensive on account of noise, odor, or pose a threat to other residents, the Board, in its sole discretion, shall have the right to revoke the permission to keep any pet in violation of the rules and these provisions, and the resident shall be obligated to promptly remove and relocate any such animal determined by the Board to be in violation of these provisions. The Association shall have the right to pursue all available legal remedies to cause the owner/resident to remove any such pet, including, without limitation, a mandatory injunction.

- (iv) Any resident who causes any animal to be brought or kept upon the premises of the condominium property shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises.

7. **SIGNS.** No sign, notice or advertisement of any type shall be posted within the common areas of the property, or within the window(s) or on the door(s) of any unit. No "For Sale" signs may be posted or displayed on or in any vehicle within the property. Signage on vehicles is not allowed.

8. **INTERIOR OF UNITS.** Each owner or resident shall keep his/her unit in good order and repair. Water faucets, dishwashers, garbage disposals and similar apparatus shall not be left operating for an unreasonable or unnecessary length of time. Waterbeds are not permitted on the second floor of any unit. No owner or resident shall engage in an activity that unreasonably disturbs surrounding owners or residents. Owners or residents must be particularly conscious of noise between 10:00 p.m. and 8:00 a.m.

9. **GARBAGE.** Garbage must be placed in plastic trash bags and tightly secured. All such trash bags must be placed inside the Association's trash bins, not on the ground next to the trash bins or at other locations. Trash bags may not be placed outside the door of a unit for any period of time. The owner or resident must remove appliances, mattresses, carpeting and similar items that are too large to be placed in a plastic trash bag from the property.

10. **VEHICLE RESTRICTIONS**

- (i) *Vehicle Operation.* Each owner, resident, and/or guest shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the parking area so as to minimize the risk of property damage and personal injury. **To facilitate ease of access in the parking areas, all vehicles must be parked as far forward in each parking space as possible.**

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- (ii) *Permitted Vehicles.* For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) in any parking area or any other area within the property. Without limitation, a vehicle shall be deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or is incapable of being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks), trucks with "dualie" wheels and the like shall not be parked in any parking area or any other area within the property. No noisy or smoky vehicles may be operated on or within the property. No motorcycles without mufflers shall be permitted on or within in the property.
- (iii) *Repairs.* Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- (iv) *Space Use.* Because of limited parking, all parking spaces in the property shall be used for parking purposes only, and may not be used for storage. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space. Further, each resident must utilize the parking space assigned to his/her/their respective Unit first prior to utilizing any visitor or unassigned space.
- (v) *Limitation on number of vehicles per Unit.* Because of the limited parking, no owner or resident may park more vehicles within the property at any time which exceeds the number of assigned parking spaces allocated to such unit plus one (1). Enforcement of this rule shall be subject to being waived as to any owner or resident who has vehicles in excess of the permitted number as of the affective date of these rules.
- (vi) *Assigned Parking Spaces.* Owners and residents shall not permit their family, guests, or invitees to use other owner's assigned parking spaces. Unauthorized vehicle parking in an assigned space are subject to being towed without notice. The removal of a vehicle from an assigned parking space is the sole responsibility of the owner of the unit to which the space is assigned.
- (vii) *No Obstruction.* No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the property. No vehicle may be parked, even

temporarily, in spaces reserved for other owners or residents, in fire lanes, or in any area which may be designated as "No Parking" from time to time.

- (viii) *Nuisances.* Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No owner, resident, or guest shall cause or permit the blowing of a horn of any vehicle in which such Resident or his or her guest or family shall be occupants while approaching or in the parking areas or garage serving the Condominium. No vehicle may be kept on the property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.
- (ix) *Violations.* Any vehicle in violation of these Rules may be stickered, wheel-locked, towed pursuant to the Texas towing statute, or otherwise removed from the property by the Board, at the expense of the vehicle's owner. In addition or in lieu of the foregoing, the Association shall be entitled to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these rules. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

11. **WINDOW COVERINGS.** No paper, foil or any other type reflective material may be placed on or in any windows. Window tinting is not permitted. All interior window coverings (whether draperies, blinds, shutters, shades, or any other type of whatever material including fabric, wood, plastic, vinyl, metal, etc.) must be kept in a neat and attractive condition and must be "neutral" in color on the side of such window covering facing outward. "Neutral" in color shall be deemed to be white, off white, beige, light brown, light grey, or any similar color which does not dominate as color of a primary focus when viewed from the exterior. The Board shall have the right, in their sole reasonable discretion, to make a final determination as to whether a color is considered "neutral" within the context of these rules. If there is any question concerning the acceptability of any such material or color, owners and/or residents are encouraged to seek written approval from the Board prior to the installation of such material or color. Roll-up shades/blinds and awnings on the exterior may be permitted on balconies or patios with the prior approval of the Board of Directors, but only if kept in good repair at all times.

12. **ALTERATIONS, EXTERIORS OF DOORS/WINDOWS, DISPLAY OF ITEMS FROM INTERIOR OF WINDOWS.** No owner or resident shall have the right to modify, alter, repair, decorate, redecorate or improve the exterior of any unit, including the exterior of any door or window or take any action with respect to the interior or exterior of any of the common elements or the limited common elements which are visible to the outside of the unit without the prior written consent of the Board of Directors. Further, no owner shall be allowed to place or display any

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decoration, item, object, artwork, sculpture, or other improvement on the exterior or interior surface of any window, or between any window covering and the interior surface of the exterior windows without the prior written consent of the Board. No artwork, sculpture, painting, decorative hanging (whether wood, plastic, metal, glass, iron) or any other item may be placed or hung on the exterior of any door or window, or in the interior of any window. Provided, however, that seasonal decorations (whether secular, non-secular, patriotic, etc.) may be placed or hung on doors, windows or within windows as long as same are reasonable in size, are temporary in their placement, and do not unreasonably detract from the outward appearance of the property. After notice and an opportunity to have a hearing before the Board has been provided pursuant to paragraph 19 hereof, the Board shall have the right any time to remove or direct the removal of any such item which the Board shall determine, in its reasonable sole discretion, detracts from the general appearance of the property.

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13. **PLANTS.** No plants, bushes or trees may be planted within the development without prior written consent of the Board of Directors. Plants in patios areas or on balconies must be maintained in a neat and attractive condition. Plants **MUST** be planted in clay pots or decorative containers specifically designed for such purpose with a container for drainage placed under the pots.
 14. **BARBEQUE GRILLS/SMOKERS.** No owner, resident, or guest shall operate a stove, oven, or barbeque pit outside a unit if the oven, stove, or barbeque pit is located within ten (10) feet of the unit. Violation(s) of the foregoing rule also is a violation of the Houston Fire Code and may result in a fine not to exceed \$1,000.00. Grills, smokers, or barbeque pits are not to be stored on the common elements. **SHOULD ANY GRILL, SMOKER OR BARBEQUE PIT BE LEFT IN A COMMON AREA, THE GRILL, SMOKER OR BARBEQUE PIT MAY BE REMOVED OR DISCARDED WITHOUT FURTHER NOTICE.**
 15. **SMOKE DETECTORS.** At least one (1) approved smoke detector shall be installed in each occupied unit. One (1) smoke detector shall be installed outside each separate sleeping area in the immediate vicinity of the bedroom. This device shall be maintained in proper working order at all times. The Association, Board, or the managing agent of the Association does not monitor or verify the existence or function of such smoke detectors.
 16. **CONSTRUCTION RULES.** In addition to applicable governmental laws, rules, regulations and ordinances, all owners or residents and their contractors who perform any work on any unit at the property shall be required to abide by the following rules and regulations so that owners and other residents are not unduly disturbed by work-related activities:

HOURS. Working hours are Monday - Friday, 8:00 am - 6:00 pm; Saturday and Sunday, 9:00 am to 5:00 pm. This includes the operation of saws, hammers,

impact hammers, rotary hammer drills, core drills, nail guns and the installation or removal of sheetrock, woodwork, cabinets, delivery/installation/removal of major appliances (washer, dryers, refrigerators, stove, dishwasher, etc.), and the installation or removal of carpeting.

PARKING. Contractors may park in unassigned spaces only and only while on the property performing work. No overnight contractor parking shall be allowed and no construction material (new material or debris) shall be allowed to be placed or stored on any parking space or any area within the common area.

Contractors are not allowed in any unit except the one in which they are working. Workers found wandering about the property should be reported to the Association's managing agent and will be asked to leave.

DAMAGE. Contractors are responsible and liable for any damage to the common areas and will be required to restore the damaged areas to their original condition to the satisfaction of the Association.

NOXIOUS ODORS. The use of paints, chemicals or solvents that cause noxious or unpleasant odors to enter common areas or other residents' units is prohibited.

TRASH. All trash and debris is to be completely removed from the property by contractors. Dumpsters present on the property are **NOT** to be used for construction trash.

APPLIANCES. Contractors shall not use unit appliances for any reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing painting equipment or disposal of any construction materials. In the event of any improper disposal of such construction materials, Contractors shall be liable for any incidental or consequential damages to plumbing or waste lines or systems.

17. **MOVE-IN/MOVE-OUT RULES.** All move-ins/move-outs must occur between the hours of 8:00 a.m. and 6:00 p.m. No dual rear axle trucks or trailers shall be allowed on the property. Residents must make arrangements with moving companies to use smaller trucks for deliveries or moving in/moving out. No trucks may block any driveways or parking space. Any and all damages caused to the common elements (including damage to any landscaping or tree canopies), or any clean-up required as a result of such move-in/move out or delivery shall be the liability of the party causing such damage or need for clean-up. However, if such damage or need for cleaning is caused by a tenant, guest, or invitee, the owner of the unit shall be jointly and severally liable for such expenses. Moving cartons, boxes, crates, and other moving debris shall be promptly removed from the property for off-site disposal and shall not be disposed of in the trash dumpsters located on the property.

18. **SWIMMING POOL RULES.** Swimming Pool Rules are attached hereto as Exhibit I (which Rules may be posted at the Swimming Pool from time to time) and are incorporated herein by reference.

19. **ENFORCEMENT.**

- a) All violations of the Rules of the Association shall be verified by a member of the Board of the Association, the Association's managing agent, or may be substantiated by a written report by one or more owner or residents at the property. Upon verification of a violation of the rules, or based upon a satisfactory written report(s) of owner or residents, the Association shall, through its managing agent, forward written notice of the violation(s) to (i) if the unit is occupied by the owner, to the owner, and (ii) if the unit is occupied by a tenant, to owner and tenant. All notices of violations to be forwarded to the owner shall be sent to the most current mailing address provided to the Association by such owner. The notice shall (1) describe the violation, (2) state a reasonable period of time within which the violation must be cured and avoid a fine or other enforcement action and (3) notify the owner that a fine will be levied against the owner unless the violation is cured within the stated period of time. The owner of the unit shall be responsible for the fine notwithstanding that the violation was caused by a tenant or guest. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rules continues to exist. Not later than the thirtieth (30th) day after the date of such notice, the owner may request a hearing before the Board to contest the fine. Provided however, that, the opportunity to cure the violation and avoid the fine need not be given if the owner was give notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association shall be given written notice to the owner not later than the 30th day after the date of the levy.
- (b) The amount of the fine to be levied against an owner for the violation of a rule shall be fifty dollars (\$50). If a violation continues to exist after the period given in the notice to cure the violation, an additional fine in the amount of five dollars (\$5) shall thereafter be levied against the owner each day that the violation continues to exist. Fines shall be collected in the same manner as assessments.
- (c) Owners shall be liable to the Association for violations of these Rules by the owner, an occupant of the owner's unit (whether tenant, resident, or the owner's/resident's/tenant's family, guests, employees, agents, or invitees), and for all costs incurred by the Association to obtain compliance, including attorneys fees, whether or not suit is filed.

559-92-2336

- (d) In addition to the foregoing, in the event these rules are violated, the Association may bring in action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorneys fees, costs, and expenses incurred in the enforcement of these Rules.
- (e) Provided, however, that the Association shall not direct the removal or remove any item on the exterior of a unit determined by the Board to be in violation of the Rules without first providing at least two notices to the owner of the unit affected (and resident, if different from the owner), and at least one of such notices shall be the notice described in subparagraph (a) above. The other notice required by the subparagraph shall be for whatever time period the Board determines is reasonable under the circumstances.

20. **MEDIATION.**

In the event that there is any dispute with regard to any decision of the Board or the enforcement of any of the Rules set forth herein, either the Association or the owner affected may, by written request, demand that the dispute be submitted to non-binding mediation prior to any enforcement action. The non-binding mediation is a condition precedent to the filing of any court action by the owner. Upon request by any party of a written request for non-binding mediation, the parties affected agree to submit the dispute to non-binding mediation as conducted by the Greater Houston Chapter of the Community Association Institute (CAI) and the Houston Better Business Bureau (BBB) in accordance with the rules established by CAI or the BBB for such mediation. All costs of such mediation shall be divided equally between such parties.

21. If any provision of these rules shall be determined to be invalid, the remainder of the rules shall remain in full force and effect.

22. These rules shall be effective on _____ 2002.

DEC - 4 2002

EXHIBIT "I"
SWIMMING POOL RULES

Bevly B. Hoffman

County Clerk, Harris County, Texas

1. **SWIMMING POOL RULES AND POLICIES.** The swimming pools and other common areas are for use by all owners and residents. Owners and residents will abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board of Directors. Permission must be requested in writing from the Board of Directors to hold parties or meetings at the pool.
2. **POOL GATES.** POOL GATES ARE TO BE CLOSED AT ALL TIMES IN ACCORDANCE WITH THE CITY OF HOUSTON CODE ORDINANCE. Gates must be closed upon entering and exiting the pool area.
3. **POOL HOURS.** Normal pool hours are from 7:00 a.m. to 10:00 p.m. Swimming will be permitted until midnight, if quiet is maintained. No music after 9:00 p.m. is allowed. Battery powered radios only. City of Houston Code and liability insurance prohibit plug-in items and extension cords.
4. **LIFEGUARDS.** THERE ARE NO LIFEGUARDS ON DUTY. No one should swim alone. A parent or an adult resident over the age of eighteen must accompany children under thirteen (13) years of age. All swimming by adults and children of all ages will be done at swimmer's own risk. Management, Board of Directors and Association are not responsible for accidents or injuries.
5. **DIVING.** No Diving – Feet First! Each Time!
6. **CONDUCT.** "Horseplay", running, undue splashing, spitting, indecent language/exposure/behavior and loud music are not allowed. Pets, glass objects, bicycles, and other non-aquatic toys, devices, etc. are prohibited in the pool areas.
7. **HOUSEKEEPING AND CARE OF POOL AREAS.** Housekeeping and care of pool and furniture is to be shared by all users. No pool equipment or furniture may be removed from the pool area. Foreign matter/debris must not be thrown into or about the pool. Decking surface is not heat/burn resistant. Cigarettes stubbed-out on the decking leave permanent yellow/brown stains. Smokers must bring and use ashtrays. Hairpins must be removed before entering the pool. The Association is not responsible for personal items left in the pool area. Found items may be turned in to the management company.
8. **ATTIRE.** Regulation swim suits only; swim trunks for men and bathing suits for women. No topless sun bathing and no skinny-dipping.
9. **PETS.** Pets are not allowed in the pool or pool enclosure at any time.
10. **NON-RESIDENTS AND HAZARDOUS CONDITIONS.** If any owner or resident believes that non-residents are using the pool or that a hazardous condition exists, said owner or resident should contact the managing agent or a Board Member immediately.

559-92-2337

559-92-2338

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

DEC - 4 2002



Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

SECRETARY'S CERTIFICATE

**RIVER OAKS TOWNHOMES OWNERS ASSOCIATION, INC.
a Texas non-profit corporation**

RULES FOR INSTALLING SATELLITE DISHES AND ANTENNAS

The undersigned, being the duly elected, qualified and acting Secretary of RIVER OAKS TOWNHOMES OWNERS ASSOCIATION, INC. (the "Association"), a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on October 17, 2002:

WHEREAS, the Association is responsible for governance and maintenance of the River Oaks Townhomes Condominium as described in the Condominium Declaration (for River Oaks Townhomes, filed in Volume 28, Page 20 of the Condominium Records of Harris County, Texas and all amendments thereto;

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

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

WHEREAS, the Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 preempting certain Association restrictions on the installation, maintenance and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas; and

WHEREAS, for the benefit and protection of the Association, the owners and the residents, the Board deems it necessary to establish guidelines and procedures for the regulation, installation, use and maintenance of permitted antennas within the community;

NOW, THEREFORE, BE IT RESOLVED that the following Rules for Installing Satellite Dishes and Antennas be and hereby are adopted:

1. No antenna or satellite dish of any kind shall be permitted or installed without the prior written approval of the Association. For purposes hereof, an antenna and/or satellite dish shall include any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services, together with masts, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories utilized in the installation of any such antenna or satellite dish.

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2. Notwithstanding the foregoing general prohibition as to antennas or satellite dishes provided in paragraph No. 1, satellite dishes which are designed to receive direct broadcast satellite service which are one meter (39 inches) or less in diameter may be installed in accordance with these Rules. For purposes of these rules, such satellite dishes shall be referred to as "Permitted Satellite Dish(es)". Satellite dishes which are designated to receive satellite signals which are larger than one meter (39 inches) are prohibited.

3. The following provisions shall be applicable to a Permitted Satellite Dish:

- (a) *Location.* Permitted Satellite Dish(es) must be installed wholly within a condominium unit or within the limited common element patio or balcony appurtenant to such condominium unit, as these areas are designated, delineated and defined in the Declaration. Installation of a Permitted Satellite Dish on a limited common element does not convert the limited common element into individually owned property. Only one (1) Permitted Satellite Dish per unit may be installed by an Owner.
- (b) *Installation.*
 - (1) Any resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the Permitted Satellite Dish to be installed, the installer, the proposed location of such installation and the method and manner of installation.
 - (2) No Permitted Satellite Dish may be installed on any of the other the Common Elements (except for those common elements specifically designated as limited common element appurtenant to a respective unit and for the exclusive use of such respective unit).
 - (3) No permitted Satellite Dish may protrude or extend beyond the vertical or horizontal space forming the perimeter of the limited common element balcony or patio for the exclusive use of a respective unit.
 - (4) All installation shall be completed so that same does not damage any common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building.

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559-92-2353

- (5) The Association shall have the right to require reasonable screening of a Permitted Satellite Dish, including but not limited to all cables and wires, so long as the screening does not impair reception.
- (6) A Permitted Satellite Dish must be securely mounted to a base so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. Further, no Permitted Satellite Dish may be attached to a balcony railing except by a bracket that does not require holes to be made in such railing.
- (7) The installation of a Permitted Satellite Dish must be done by a qualified person or company. Any installer other than the unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
- (8) No liens in connection with the installation or maintenance of any Permitted Satellite Dish shall be filed against the common elements of the Condominium.
- (9) Installation of a Permitted Satellite Dish shall only occur between the hours of 8:00 a.m. and 6:00 p.m, Monday through Saturday.

(c) *Damages, Safety.*

- (1) Permitted Satellite Dish(es) shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions.
- (2) Permitted Satellite Dish(es) shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
- (3) Prior to the installation of any Permitted Satellite Dish, the Owner must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner shall expressly agree to:
 - (i) be responsible for all damages or loss caused by the installation or use of the Permitted Satellite Dish;

- (ii) indemnify and hold harmless the Association for all such damage or loss; and
- (iii) provide the Association with a certificate of insurance showing that the Owner has the appropriate amount of liability insurance to cover any such damage or loss.

(d) *Maintenance.*

(1) Owners who install or maintain Permitted Satellite Dish(es) are responsible for all associated costs, including but not limited to costs to:

- (i) place (or replace), repair, maintain and move or remove the Permitted Satellite Dish;
- (ii) repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the Permitted Satellite Dish;
- (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the Permitted Satellite Dish;
- (iv) reimburse other Owners, residents or the Association for damages caused by the installation, maintenance or use of the Permitted Satellite Dish; and
- (v) restore the Permitted Satellite Dish installation site(s) to their original condition.

(2) If a Permitted Satellite Dish is installed on limited common elements which are maintained by the Association and same requires normal maintenance, the Owner(s) are responsible for the cost of the temporary removal of the Permitted Satellite Dish(es) and reinstallation. If maintenance requires the temporary removal of Permitted Satellite Dish, the Association shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating Permitted Satellite Dish(es) associated with their units before maintenance begins and replacing Permitted Satellite Dish(es) afterwards, if an Owner so desires. If the Permitted Satellite Dish is not removed by the Owner in the required time, then the Association may remove the Permitted Satellite Dish(es) at the Owner's expense. The Association is not liable for any damage to Permitted Satellite Dish caused by Association removal.

559-92-2354


559-92-2355

(e) *General.*

- (1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any Permitted Satellite Dish.
- (2) No Permitted Satellite Dish shall ever be used for the transmission of any signal whatsoever and same satellite dish shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.
- (3) No Permitted Satellite Dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

4. Should these rules be violated, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any; may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

5. If any provision of these Rules is determined to be invalid, the remainder of these Rules shall remain in full force and effect.

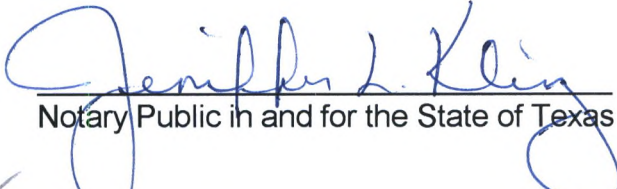

 _____, Secretary
 of River Oaks Townhomes Owners
 Association, Inc., a Texas non-profit
 corporation

*for
well*

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of November, 2002, by Randy Carr, Secretary of River Oaks Townhomes Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.




 Notary Public in and for the State of Texas

✓ RECORD & RETURN TO:
 RICHARD C. LINDEN
 FRANK ELMORE LINDEN, ATTORNEY
 508 MAINS SUITE 2600 HOUSTON TX 77002

EXHIBIT "A"
RIVER OAKS TOWNHOMES OWNERS ASSOCIATION, INC.
SATELLITE DISH AGREEMENT

Owner: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner, acknowledge receipt of the "Rules for Installing Satellite Dishes and Antenna" established by the River Oaks Townhomes Owners Association, Inc., a Texas non-profit corporation (the "Association") for the installation of satellite dish antennas at the River Oaks Townhomes Condominium, in Houston, Harris County, Texas. With regard to such Rules, I agree as follows:

1. That I will comply with and abide by such Rules.
2. That I understand and agree that I have or will install and operate the satellite dish at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation, and removal of my satellite dish, and that I will be responsible for, and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of River Oaks Townhomes Condominium, personnel of the Association, common property, other owners' property or other residents' property. In such regard, I hereby agree to **INDEMNIFY AND HOLD HARMLESS** the Association (and its directors, officers, managers, employees, agents, etc.) of and from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys fees, any causes of action (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the satellite dish.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation, and removal of my satellite dish causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my satellite dish at the property and provide proof to the Association of such liability insurance.

Owner: _____

FILE FOR RECORD
8:00 AM

DEC - 4 2002

Witness: _____

[Signature]
County Clerk, Harris County, Texas

559-92-2356

559-92-2357

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

DEC - 4 2002



Dorely B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

*Beverly B. Hoffman*COUNTY CLERK
HARRIS COUNTY

CERTIFICATE OF CORPORATE RESOLUTION
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(ASSOCIATION POLICY AS TO VOTING RIGHTS OF
UNIT OWNERS DELINQUENT IN THE PAYMENT OF ASSESSMENTS)

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on January 12, 2009, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to applicable provisions of Chapter 82 of the Texas Property Code and that certain Condominium Declaration for River Oaks Townhomes, recorded in Volume 28, Page 20, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), the Association is responsible for administering River Oaks Townhomes and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, Section 82.102(a)(18) of the Texas Uniform Condominium Act ("TUCA") provides that the Association acting through its Board of Directors may suspend the voting privileges of an owner delinquent for more than thirty (30) days in the payment of assessments; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the long standing and existing policy of the Association, which provides that if a unit owner is delinquent in the payment of assessments for more than thirty (30) days, then said unit owner is not eligible to vote at any regular or special meeting of the Association as long as such delinquency exists;

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

ASSOCIATION POLICY AS TO VOTING RIGHTS OF
UNIT OWNERS DELINQUENT IN THE PAYMENT OF ASSESSMENTS

In accordance with applicable law, it is the existing and continuing policy of the Association that the voting rights of unit owners who are delinquent in the payment of assessments for more than thirty (30) days are suspended and said delinquent unit owners are not eligible to vote at any regular or special meeting of the members of the Association as long as such delinquency exists.

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

Executed as of the date shown herein below.

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

X Lois Alderman

Lois Alderman, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18 day of January, 2010, by Lois Alderman, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral
Notary Public - State of Texas



ANY PROVISIONS 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

FILED

2/4/2010

8:00 AM

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Beverly B. Kaufman

2/4/2010

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\$10.00

COUNTY CLERK
HARRIS COUNTY

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



FEB 04 2010

Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

207248

FILM CODE _____

RIVER OAKS TOWNHOMES OWNER'S
ASSOCIATION, INC. CERTIFICATE
OF CORPORATE RESOLUTION FOR
ASSOCIATION POLICY AS TO
VOTING RIGHTS OF UNIT OWNERS
DELINQUENT IN THE PAYMENT
OF ASSESSMENTS

THIS IS PAGE 1 OF 1 PAGES

SCANNER KM-4850w

RECORDER'S MEMORANDUM

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

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(DISPLAYED FLAGS AND FLAGPOLES)**

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on November 16, 2011, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for River Oaks Townhomes" recorded in Volume 28, Page 20 in the Condominium Records of Harris County, Texas and any and all amendments thereto (referred to herein as the "Declaration"), the Association is responsible for the administration and operation of River Oaks Townhomes (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing displayed flags and flagpoles consistent with the provisions of Section 202.011 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

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

**ASSOCIATION POLICY AS TO
DISPLAYED FLAGS AND FLAGPOLES**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may display flags and install flagpoles subject to the following guidelines.

- A. Flags may not be displayed and flagpoles shall not be installed on property that is:
 - 1. owned by the Association (i.e., common areas); or
 - 2. owned in common by the members of the Association (i.e., common elements).

- B. Each owner may install or erect not more than one (1) flagpole on their limited common element patio or balcony area that is not more than twenty (20) feet in height. Flagpoles must be located in the limited common element patio area or limited common element balcony area appurtenant to the unit, and may not extend into the common element airspace above and around said patio area or balcony area. All flagpoles shall be freestanding and shall not be

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attached to the buildings, railings or fences.

- C. Displayed flags shall not be more than three (3) feet by five (5) feet in size.
- D. Owners and residents shall take all necessary steps and precautions to abate noise caused by an external halyard on a flagpole.
- E. Owners and residents shall take all necessary steps and precautions to abate any nuisance caused by the illumination of displayed flags. All lights used to illuminate displayed flags shall be of a size, location and intensity that do not constitute a nuisance or disturbance to other residents at the Property. Such lights shall be located so same do not shine directly into the windows and doors of other units or into the sight line of passing vehicular traffic. Flags shall be displayed from dawn to dusk only.
- F. The 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 may be displayed.
- G. The flag of the United States of America must be displayed in accordance with 2. U.S.C. Section 5-10.
- H. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- I. A freestanding flagpole shall be constructed of permanent, long-lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling.
- J. The display of a flag or the location and construction of the supporting flagpole shall comply with all applicable zoning ordinances, easements, and setback requirements filed of record.
- K. A displayed flag shall be maintained in good condition. Any deteriorated flag shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- L. The flagpole on which a displayed flag is flown shall be maintained in good condition. Any deteriorated or structurally unsafe flagpole shall be repaired, replaced or removed upon thirty (30) days written notice from the Association.
- M. All installations shall be completed so that they do not materially damage the Common Elements, any other owner's individually owned

property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.

- N. If displayed flags or flagpoles are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of displayed flags and flagpoles. Displayed flags and flagpoles must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
- O. If maintenance requires the temporary removal of displayed flags and flagpoles, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating displayed flags and flagpoles before maintenance begins and replacing displayed flags and flagpoles afterward. If displayed flags and flagpoles are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the displayed flags and flagpoles.
- P. If these policies are violated or if displayed flags and flagpoles installation poses a serious, immediate safety hazard, the Association, after at least ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.
- Q. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Karen Waugh, Secretary

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 3rd day of January 2012, by Loren Waugh, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
Notary Public - State of Texas



FILED FOR RECORD
8:00 AM

JAN 11 2012

Stan Stewart
County Clerk, Harris County, Texas

✓

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

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.

JAN 11 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 080-57-0070

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(RAINWATER HARVESTING SYSTEMS)**

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on November 16, 2011, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for River Oaks Townhomes" recorded in Volume 28, Page 20 in the Condominium Records of Harris County, Texas and any and all amendments thereto (referred to herein as the "Declaration"), the Association is responsible for the administration and operation of River Oaks Townhomes (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing rainwater harvesting systems consistent with the provisions of Section 202.007 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

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

**ASSOCIATION POLICY AS TO
RAINWATER HARVESTING SYSTEMS**

In accordance with the provisions of the Texas Property Code, each owner and/or resident may install rain barrels or a rainwater harvesting system subject to the following guidelines.

- A. Rain barrels and rainwater harvesting systems shall not be installed on property that is:
 - 1. owned by the Association (i.e., common areas);
 - 2. owned in common by the members of the Association (i.e., common elements); or
 - 3. located between the front of the owner's home and an adjoining or adjacent street.
- B. Rain barrels and rainwater harvesting systems must be of a color consistent with the color scheme of the owner's unit.
- C. Rain barrels and rainwater harvesting systems shall not display any language or content that is not typically displayed on said rain barrel

RP 080-57-0071

6
NOTICE
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or rainwater harvesting system as it is manufactured.

- D. Rain barrels larger than 5 gallons are prohibited. The Association has limited the size of rain barrels to 5 gallons due to safety concerns about the excessive weight of a full rain barrel located on the balcony area and its affect on the structural integrity of the buildings.
- E. Rain barrels and rainwater harvesting systems shall be located in a place shielded from view of other units, from streets or from outside the Property to the maximum extent possible. Rain barrels and rainwater harvesting systems shall be located in the limited common element patio area or the limited common element balcony area appurtenant to the owner's unit. Rain barrels and rainwater harvesting systems shall be freestanding, and shall not be attached to the buildings, railings or fences.
- F. All installations shall be completed so that they do not materially damage the Common Elements, any other owner's individually owned property or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building, including but not limited to balcony areas.
- G. Owners shall not permit their rain barrels and rainwater harvesting systems to fall into disrepair or to become a safety hazard. Owners shall be responsible for rain barrel and rainwater harvesting system maintenance repair and replacement and the correction of any safety hazard.
- H. Rain barrels and rainwater harvesting systems must have lids or covers to prevent and/or minimize mosquito infestations.
- I. Rain barrels and rainwater harvesting systems shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.
- J. Rain barrels and rainwater harvesting systems shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Property. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Property.
- K. Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's unit.

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- L. Rain barrels and rainwater harvesting systems shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with the operation and use of the rain barrel or rainwater harvesting system.
 - M. If rain barrels and rainwater harvesting systems are visible from the street or other units, camouflaging said rain barrels and rainwater harvesting systems through inexpensive screening or plants is required, provided that such screening does not interfere with operation and use; provided however, that said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.
 - N. If rain barrels and rainwater harvesting systems are installed on property that is maintained by the Association, the Owners retain the responsibility for the maintenance of the rain barrels and rainwater harvesting systems. Rain barrels and rainwater harvesting systems must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners and residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
 - O. If maintenance requires the temporary removal of rain barrels and rainwater harvesting systems, the Association shall provide Owners with at least ten (10) days written notice. The Owners shall be responsible for removing or relocating rain barrels and rainwater harvesting systems before maintenance begins and replacing rain barrels and rainwater harvesting systems afterward. If rain barrels and rainwater harvesting systems are not removed within the required time, the Association may do so, without liability, and at the Owner's sole cost and expense. The Association is not liable for any damage caused by the Association's removal of the rain barrels and rainwater harvesting systems.
 - P. Any Owner desiring to install a rain barrel and rainwater harvesting system must complete and submit a notification form (in the form attached hereto and marked as Exhibit "A") to the Board of Directors of the Association in care of the Association's Managing Agent or such other place as the Board of Directors may direct by notice to all Owners. The notification form shall be submitted prior to the actual installation of the rain barrel and rainwater harvesting system. The notification form shall be used to ensure compliance with all safety objectives of these policies.
 - Q. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after such notification has been delivered.

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- R. If the installation is other than routine (i.e. it fails to comply with one or more of the above policies) for any reasons, installation may not proceed until the Owner has met with the Board of Directors to discuss installation methods. Such meeting shall be scheduled at a mutually convenient time and place, but in no event shall such meeting be held later than the tenth (10th) business day following receipt of the completed notification form by the Board of Directors unless the Owner consents in writing to a later time for such meeting.
- S. This notification procedure shall apply only to the installation of rain barrels and rainwater harvesting systems. All other alterations and improvements requiring the advance written approval of the Association's Board of Directors shall still require approval in accordance with the terms of the Declaration.
- T. If these policies are violated or if rain barrel and rainwater harvesting system installation poses a serious, immediate safety hazard, the Association, after at least ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these policies.
- U. If any of these policies are determined to be invalid, the remainder of these policies shall remain in full force and effect.

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Karen Waugh
Karen Waugh, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 5th day of January 2012 by Karen Waugh, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral
Notary Public - State of Texas

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

RP 080-57-0075

FILED FOR RECORD
8:00 AM

JAN 11 2012

St. St. St.
County Clerk, Harris County, Texas

RECORDER'S MEMORANDUM:

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

**EXHIBIT "A"
AGREEMENT**

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

Owner/Resident: _____

JAN 11 2012

Unit No./Address: _____



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Date: _____

I, the undersigned owner/resident acknowledge receipt of the "Policy as to Rainwater Harvesting Systems" (the "Policies") established by River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association") for the installation, maintenance and use of rain barrels and rainwater harvesting systems at River Oaks Townhomes. With regard to such Policies, I agree as follows:

1. That I will comply with and abide by such Policies.
2. That I understand and agree that I have or will install and operate the rain barrel and rainwater harvesting system at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting for the installation, operation and removal of my rain barrel and rainwater harvesting system, and that I will be responsible for and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of River Oaks Townhomes, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation and removal of the rain barrel and rainwater harvesting system.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my rain barrel and rainwater harvesting system causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my rain barrel and rainwater harvesting system at the Property and provide proof of such liability insurance to the Association.

OWNER/RESIDENT

WITNESS

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

RP 080-57-0076

2
NOTICE
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**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(RELIGIOUS DISPLAYS)**

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on November 16, 2011, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for River Oaks Townhomes" recorded in Volume 28, Page 20 in the Condominium Records of Harris County, Texas and any and all amendments thereto (referred to herein as the "Declaration"), the Association is responsible for the administration and operation of River Oaks Townhomes (the "Property") and the restrictive covenants set forth therein; and *lee*

WHEREAS, by this resolution, the Board of Directors wishes to adopt a policy governing religious displays consistent with the provisions of Section 202.018 of the TEXAS PROPERTY CODE, and to provide disclosure of such policy to current and future owners of units at the Property as to same.

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

**ASSOCIATION POLICY AS TO
RELIGIOUS DISPLAYS**

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

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

1. threatens the public health or safety;
2. Violates a law;
3. Contains language, graphics, or any display that is patently offensive to a passerby;
4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than twenty-five (25) square inches.

RP 080-57-0077

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

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Karen Wrayh, Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 5th day of January 2012 by Karen Wrayh, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
Notary Public - State of Texas



FILED FOR RECORD
8:00 AM

JAN 11 2012

Stan Stewart
County Clerk, Harris County, Texas

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

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

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.

JAN 11 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 080-57-0078

1
NOTICE
B

**CERTIFICATE OF CORPORATE RESOLUTION
OF BOARD OF DIRECTORS OF
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(GUIDELINES REGARDING SOLAR ENERGY DEVICES)**

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify at the regular meeting of the Board of Directors of the Association (the "Board of Directors") held on November 16, 2011, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for River Oaks Townhomes" recorded in Volume 28, Page 20 in the Condominium Records of Harris County, Texas and any and all amendments thereto (referred to herein as the "Declaration"), the Association is responsible for the administration and operation of River Oaks Townhomes (the "Property") and the restrictive covenants set forth therein; and

lee

WHEREAS, pursuant to the Declaration and Section 82.102(6) of the TEXAS PROPERTY CODE, the Association acting through its Board of Directors, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Property;

WHEREAS, the Board of Directors wishes to adopt reasonable restrictions governing the installation, maintenance and use of solar energy devices consistent with the provisions of Section 202.010 of the TEXAS PROPERTY CODE.

NOW THEREFORE, be it resolved that the Board of Directors, on behalf of the members of the Association, duly adopt the following guidelines (the "Guidelines") regarding solar energy devices for the Property, which shall be binding upon all owners and their grantees, lessees, tenants, occupants successors, heirs and assigns who currently or in the future may possess an interest in the Property, and which shall supersede any previously adopted rules on the same subject matter.

SECTION I - DEFINITIONS

1. **SOLAR ENERGY DEVICE.** The term "solar energy device" means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. 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 as set forth in Section 171.107 of the TEXAS TAX CODE.
2. **DECLARATION.** Condominium Declaration for River Oaks Townhomes recorded in Volume 28, Page 20 in the Condominium Records of Harris County, Texas and any and all amendments thereto.
3. **PROPERTY.** Condominium regime commonly known as River Oaks Townhomes

RP 080-57-0059

located in Houston, Harris County, Texas.

4. OWNER. A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which is the record owner of fee simple title to one or more of the units at River Oaks Townhomes. For purposes of these Guidelines only, "Owner" includes a tenant, lessee or other person or entity occupying a unit with the permission and consent of the Owner thereof.

SECTION II - INSTALLATION RULES

1. Owners may install solar energy devices according to the following Guidelines provided that these Guidelines do not unreasonably delay the installation, maintenance or use of such solar energy devices, and do not unreasonably increase the cost of installation, maintenance or use of such solar energy devices.
2. The following provisions shall be applicable to a solar energy device:
 - (a) *Location.* Solar energy devices must be installed wholly within a condominium unit or within the limited common element patio and/or balcony appurtenant to such condominium unit, as these areas are designated, delineated and defined in the Declaration. Installation of a solar energy device on a limited common element does not convert the limited common element into individually owned property. Solar energy devices may not be installed on common elements.
 - (b) *Installation.*
 - (1) Any resident or Owner desiring to install a solar energy device must comply with the minimum conditions provided in these Guidelines and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the solar energy device to be installed, the installer, the proposed location of such installation and the method and manner of installation.
 - (2) No solar energy device may be installed on any of the other Common Elements (except for those common elements specifically designated as limited common element appurtenant to a respective unit and for the exclusive use of such respective unit, such as a patio or balcony).
 - (3) No permitted solar energy devices may protrude or extend beyond the vertical or horizontal space forming the perimeter of the limited common element patio or balcony for the exclusive use of a respective unit. A solar energy device shall not protrude into the common element airspace.
 - (4) All installation shall be completed so that same does not damage any

common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building. Solar energy devices shall not be attached to the buildings, railings or fences.

- (5) The Association shall have the right to require reasonable screening of a solar energy device, including but not limited to all cables and wires, so long as the screening does not impair operation.
- (6) The installation of a solar energy device must be done by a qualified person or company. Any installer other than the unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
- (7) No liens in connection with the installation or maintenance of any solar energy device shall be filed against the common elements of the Property.
- (8) Installation of a solar energy device shall only occur between the hours of 8:00 a.m. and 5:00 p.m, Monday through Saturday.

(c) *Damages, Safety.*

- (1) Solar energy device shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions.
- (2) Solar energy devices shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the property.
- (3) Prior to the installation of any solar energy device, the Owner must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner shall expressly agree to:
 - (i) be responsible for all damages or loss caused by the installation or use of the solar energy device;
 - (ii) indemnify and hold harmless the Association for all such damage or loss; and
 - (iii) provide the Association with a certificate of insurance showing that the Owner has the appropriate amount of liability insurance to cover any such damage or loss.

(d) *Maintenance.*

- (1) Owners who install or maintain solar energy devices are responsible for all associated costs, including but not limited to costs to:
 - (i) place (or replace), repair, maintain and move or remove the solar energy devices;
 - (ii) repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the solar energy devices;
 - (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the solar energy devices;
 - (iv) reimburse other Owners, residents or the Association for damages caused by the installation, maintenance or use of the solar energy devices; and
 - (v) restore the solar energy device site(s) to their original condition.
- (2) If a solar energy device is installed on limited common elements which are maintained by the Association and same requires normal maintenance, the Owner(s) are responsible for the cost of the temporary removal of the solar energy devices and reinstallation. If maintenance requires the temporary removal of solar energy devices, the Association shall provide Owners with ten (10) days written notice. Owners shall be responsible for removing or relocating solar energy devices associated with their units before maintenance begins and replacing solar energy devices afterwards, if an Owner so desires. If the solar energy device is not removed by the Owner in the required time, then the Association may remove the solar energy devices at the Owner's expense. The Association is not liable for any damage to solar energy devices caused by Association removal.

(e) *General.*

- (1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any solar energy devices.
- (2) No solar energy devices shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

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4. Should these Guidelines be violated, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any; may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
5. Solar energy devices located in a fenced yard or patio must not be taller than the fence line.
6. Solar energy devices that have been adjudicated by a court to be a threat to public health or safety are prohibited. Solar energy devices that have been adjudicated by a court to violate a law are prohibited.
7. If any provision of these Guidelines is determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Karen Waugh
Karen Waugh, Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of January, 2012 by Karen Waugh, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
 Notary Public in and for the State of Texas



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

✓✓

RP 080-57-0064

FILED FOR RECORD
8:00 AM

JAN 11 2012

Stan Stewart
County Clerk, Harris County, Texas

EXHIBIT "A"
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
SOLAR ENERGY DEVICE AGREEMENT

Owner: _____

Unit No./Address: _____

Date: _____

I, the undersigned owner, acknowledge receipt of the "Guidelines for Installing Solar Energy Devices" established by River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association") for the installation of solar energy devices at River Oaks Townhomes, in Houston, Harris County, Texas. With regard to such Guidelines, I agree as follows:

1. That I will comply with and abide by such Guidelines.
2. That I understand and agree that I have or will install and operate the solar energy device at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation, and removal of my solar energy device, and that I will be responsible for, and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of River Oaks Townhomes, personnel of the Association, common property, other owners' property or other residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) of and from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys fees, any causes of action (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the solar energy device.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation, and removal of my solar energy device causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my solar energy device at the property and provide proof to the Association of such liability insurance.

Owner: _____

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.

Witness: _____ JAN 11 2012 _____



Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 080-57-0065

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**CERTIFICATE OF CORPORATE RESOLUTION
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(ASSOCIATION POLICY AS TO DRYER VENT CLEANING)**

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on April 18, 2013, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain Condominium Declaration for River Oaks Townhomes, recorded in Volume 28, Page 20, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively referred to herein as the "Declaration"), the Association is responsible for administering River Oaks Townhomes and the covenants, conditions, and restrictions set forth in the Declaration; and

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WHEREAS, pursuant to the Declaration, and applicable provisions of Chapter 82 of the Texas Property Code, the Association acting through its Board of Directors has the authority to adopt and amend rules regulating the use, occupancy, maintenance, and repair of the common elements and units, to the extent the regulated actions affect common elements and other units; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the existing policy of the Association, as to the responsibility for dryer vent cleaning, as same may affect common elements and other units;

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

ASSOCIATION POLICY AS TO DRYER VENT CLEANING

Pursuant to the provisions of the Declaration, each condominium unit owner is responsible for the maintenance, repair, and replacement of all ducts, lines, systems, and fixtures that service only the owner's individually owned condominium unit. Such responsibility for maintenance, repair and replacement includes, but is not limited to, the dryer vent that services a single condominium unit. Each condominium unit owner must clean the dryer vent that serves said owner's condominium unit at least once every three (3) years. Each owner shall provide to the Association written documentation evidencing that the dryer vent has been cleaned in accordance with the foregoing schedule.

Failure to clean the dryer vent in accordance with the foregoing schedule

RP 086-97-1328

shall be a violation of the rules of the Association, and shall be enforceable in accordance with the provisions of the Declaration and rules of the Association. Failure to provide the required written documentation to the Association shall be a violation of the rules of the Association, and shall be enforceable in accordance with the provisions of the Declaration and rules of the Association.

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

Executed as of the date shown herein below.

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

100

x *Karen Waugh*
Karen Waugh, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this *29th* day of *April*, 2013, by *Karen Waugh*, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral
Notary Public - State of Texas



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

Ret

RP 086-97-1329

RP 086-97-1330

FILED FOR RECORD
8:00 AM

MAY - 8 2013

Stan Stewart
County Clerk, Harris County, Texas

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

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

MAY - 8 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2
Notice
P

SECRETARY'S CERTIFICATE
River Oaks Townhomes Owners Association, Inc.
A Texas Non-Profit Corporation

Resolution Regarding Payment Agreements

The undersigned, being the duly elected, qualified and acting Secretary of River Oaks Townhomes Owners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on Feb 20th, 2014.

WHEREAS, the Association is responsible for governance and maintenance of RIVER OAKS TOWNHOMES OWNERS ASSOCIATION, INC. as described in that certain "Condominium Declarations River Oaks Townhomes", filed for record under County Clerk's File No. E880809, Volume 28, Page 23, et seq., of the Condominium Records of Harris County, Texas, and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"); and

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

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

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

AND WHEREAS, the Board of Directors of River Oaks Townhomes Owners Association, Inc., wish to make this policy a matter of record,

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

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

RP 090-90-1088

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

Karen Waugh
 Karen Waugh, Secretary for
 River Oaks Townhomes Owners Association, Inc.
 a Texas Non-Profit Corporation

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Feb. 20, 2014
 Date

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 20th day of February, 2014, by Karen Waugh, Secretary of River Oaks Townhomes Owners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral
 Notary Public in and for the State of Texas

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



RP 090-90-1089

RP 090--90--1090

FILED FOR RECORD
8:00 AM

MAR 20 2014

Stan Stewart
County Clerk, Harris County, Texas

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

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

MAR 20 2014



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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**SECRETARY'S CERTIFICATE OF
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.**
(LEASING RULES)

The undersigned, being the duly elected, qualified, and acting Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for River Oaks Townhomes" recorded in Volume 28, Page 20 of the Condominium Records of Harris County, Texas and any and all amendments thereto (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on Thursday, August 18th, 2016, with at least a majority of the Board of Directors being present, the Leasing Rules attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 18th day of August, 2016.

**RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION,
INC., a Texas non-profit corporation**

By: Karen Waugh
Karen Waugh, Secretary

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day of August 2016, by Karen Waugh, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Kelly Futral
Notary Public - State of Texas

RECORD AND RETURN TO:

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

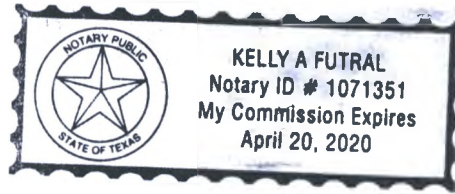


EXHIBIT "A"

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC. LEASING RULES

THESE LEASING RULES SHALL BE DEEMED INCORPORATED INTO AND FORM A PART OF THE EXISTING RULES AND REGULATIONS OF RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., AS DESCRIBED IN AND AS FULLY SET FORTH AND ATTACHED TO THAT CERTAIN "SECRETARY'S CERTIFICATE" RECORDED ON DECEMBER 4, 2002, UNDER HARRIS COUNTY CLERK'S FILE NO. W263763 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

LEASING RULES

1. Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas, for properties comparable to River Oaks Townhomes at the time such lease application is made/lease entered into. In the event that any Owner fails or refuses to undertake the review and research as to such matters, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas, leasing similar property would have considered unfavorable and grounds for rejection of lease approval. Further, in the event that an Owner undertakes the review and research as to such matters, and such review and research discloses matters which a reasonable and prudent landlord in Houston, Harris County, Texas, leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research. The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any prospective tenant/occupant of any Unit in the property.
2. All leases must be in writing, and subject to the terms of the Declaration, By-Laws, and Rules and Regulations of the Association. In the event that any

tenant/occupant violates any restrictive covenant, term, or condition contained in the Declaration, By-Laws, or Rules or Regulations, such default shall constitute a default under the lease and the Owner of such Unit shall, within ten (10) days following written demand by the Association, declare the Lease to be in default, and commence forcible entry and detainer (eviction) proceedings against the tenant/occupant as a result of such default.

3. Not later than the thirtieth (30th) day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:
 - a. A copy of the fully completed and executed lease (information deemed personal such as social security numbers, business terms, rent amount, etc. may be redacted);
 - b. As required by Section 82.114(e)(3) of the TEXAS PROPERTY CODE, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease; and
 - c. As required by Section 82.114(e)(4) of the TEXAS PROPERTY CODE, if not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner.

Owners who fail or refuse to provide the documentation and information required by this Paragraph 3 within the time required shall be subject to the levy of an initial fine in the amount of Two Hundred Dollars (\$200.00), with a subsequent fine of One Hundred Dollars (\$100.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by this Paragraph 3 on two (2) or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One Hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information to the Association.

4. Each Owner shall provide the Association with at least ten (10) day written notice prior to any new tenant/occupant moving into a Unit under a lease; and a ten (10) day written notice prior to any tenant moving out of a Unit under a lease. Such notice shall be provided to the Association in care of the Association's managing agent.
5. Each Owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Unit, or the tenant's/occupant's family, guests, employees, contractors, agents, or invitees.
6. Each Owner shall be liable to the Association for violations of the Declaration, By-

Laws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, or any of the tenant's/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.

7. Units shall not be leased for hotel or transient purposes.
8. Units shall not be leased for any term of less than six (6) months.
9. No Owner shall lease less than an entire Unit.
10. Owners in violation of these Leasing Rules shall be subject to fines in accordance with the Enforcement provisions set forth in the Rules and Regulations of the Association which may be lawfully amended from time to time. In addition to the foregoing, in the event these Leasing Rules are violated the Association may bring an action at law for declaratory and/or injunctive relief with any court of competent jurisdiction, or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of these Leasing Rules.
11. The "Effective Date" of these Leasing Rules shall be the date same are duly recorded in the Official Public Records of Harris County, Texas. Any and all leases with a lease term that began on or prior to the Effective Date shall be "grandfathered" and not subject to the provisions and requirements of these Leasing Rules. Any and all leases with a lease term that commences after the Effective Date of these Leasing Rules shall be subject to all of the provisions and requirements of these Leasing Rules.

FILED FOR RECORD
8:00 AM

AUG 29 2016

Stan Stewart
County Clerk, Harris County, Texas

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

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

AUG 29 2016



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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**CERTIFICATE OF CORPORATE RESOLUTION
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(INSURANCE DEDUCTIBLE)**

THIS CERTIFICATE OF CORPORATE RESOLUTION HEREBY AMENDS AND REPLACES IN ITS ENTIRETY THAT CERTAIN INSURANCE DEDUCTIBLE RESOLUTION DATED NOVEMBER 15, 2007, FILED UNDER HARRIS COUNTY CLERK'S FILE NO. 20070713654.

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on Thursday, August 18, 2016, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to applicable provisions of Chapter 81 and Chapter 82 of the TEXAS PROPERTY CODE, and that certain "Condominium Declaration for River Oaks Townhomes" recorded in Volume 28, Page 20 of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible for administering the River Oaks Townhomes condominium regime and the covenants, conditions, and restrictions set forth in the Declaration; and

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

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

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

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

WHEREAS, Section 82.111(c) of TUCA provides that if the insurance required by 82.111(a) and (b) of TUCA is not reasonably available, that generally the Association shall

cause notice of that fact to be delivered or mailed to all unit owners and lienholders; and

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

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

component or item within or forming a part of the owner's unit, whether constituting a fixture (plumbing, electrical, etc.), or appliance, or any item of personal property; or (ii) the failure or malfunction of any item or component for which the unit owner is responsible to maintain, repair, or replace under the Declaration, By-Laws, Rules, or applicable law, all irrespective of any negligence; or

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

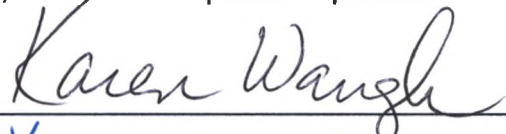
In situations other than those described above, the Association will pay the applicable policy deductible, as a common expense. In accordance with the Association's dedicatory instruments, such common expense may be levied by the Association as an assessment (i.e., special assessment, insurance loss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

3. If the cost to repair damage to a unit or common elements covered by the Association's insurance is **less than the amount of the Association's applicable insurance deductible**, then except as provided by Paragraph 4 hereof, in accordance with the provisions of Section 82.111(j) of TUCA, the party who would be responsible for the repair in the absence of insurance shall pay the cost of the repair of the unit or common elements.
4. Notwithstanding anything to the contrary in Paragraphs 2 and 3 hereof, and consistent with applicable provisions of Paragraph 2 hereof: (i) in accordance with the provisions of Section 82.111(l) of TUCA, if the damage to a unit or common elements is due wholly or partly to an act or omission of any unit owner or a guest or invitee of the unit owner, the Association may assess the deductible expense and any other expense in excess of the insurance proceeds against the unit owner and the owner's unit; (ii) a unit owner may also be subject to additional liability pursuant Article 6, Section 4 of the Declaration; and (iii) a unit owner may also be subject to additional liability pursuant to the provisions of the dedicatory instruments of the Association.
5. The determination of whether a loss is one described in Paragraph 2 or Paragraph 4 above shall be made in the reasonable and sole discretion of the Board of Directors, whose decision shall be final. Sums determined to be payable by the unit owner to the Association as above required shall be payable within ten (10) days after written demand therefore addressed to the unit owner and sent by certified mail/return receipt request to the unit owner's last known mailing address according the records of the Association, or by personal delivery.

6. Nothing herein shall be construed as to treat the Association's insurance policies as other than primary, or to in any way diminish or modify the coverage provided by the Association's insurance policies. Nothing herein shall be construed or intended to, nor shall same create, any contract for the benefit of any third party or insurer, either voluntarily or by estoppel. Nothing herein shall be construed to extend either insurance coverage or the Association's obligation, with respect to maintenance, repairs, or replacement to a unit and a unit owner's personal property and improvements as set forth in the Declaration, By-Laws, Rules, or applicable law. Nothing herein shall affect the right of a unit owner or insurer to recover sums paid on account of the loss caused as described in Paragraph 2 and Paragraph 3 above from a person or entity other than the unit owner whose wrongful or negligent acts may have caused such loss, or to recover such sums from the unit owner whose acts or omissions may have caused such loss if permitted by applicable law. Nothing herein shall create or constitute any limitation on the liability of a unit owner for any loss or damage caused by the negligence, willful misconduct, or wrongful acts of such unit owner which are not covered by the Association's insurance. Further, nothing herein shall prevent modification of this policy at any time, prospectively but not retroactively, by action of the Board of Directors.

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

**RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION,
INC., a Texas non-profit corporation**

x 
Karen Waugh, Secretary

STATE OF TEXAS

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COUNTY OF HARRIS

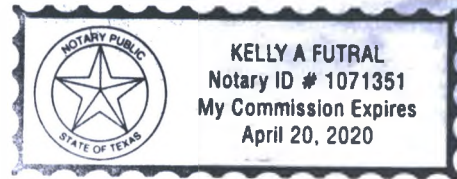
This instrument was acknowledged before me on this 18 day of August, 2016, by Karen W. [Signature], Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral

Notary Public - State of Texas

RECORD AND RETURN TO: ✓✓

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



FILED FOR RECORD
8:00 AM

AUG 29 2016

Stan Stewart
County Clerk, Harris County, Texas

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

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

AUG 29 2016



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF
CORPORATE RESOLUTION
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(ASSOCIATION POLICY AS TO ELECTRIC VEHICLES)**

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on September 21, 2017, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declarations (for) River Oaks Townhomes" recorded in Volume 28, Page 20, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), the Association is responsible for administering the River Oaks Townhomes condominium regime, and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the Declaration and applicable law the Association is authorized to adopt, amend, and enforce reasonable rules regulating the use, occupancy, maintenance, repair, modification, and appearance of the units and common elements, to the extent the regulated actions affect common elements or other units; and

WHEREAS, the Board of Directors has deemed it desirable and necessary to adopt a policy regarding electric vehicles, as same will have a direct impact on the common elements of the Association; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the policy of the Association as to electric vehicles, and to provide disclosure of such policy to prospective future owners of condominium units at River Oaks Townhomes; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Association hereby adopts the following resolution, and formal notice is hereby given to all current owners of condominium units at River Oaks Townhomes as to the policy of the Association, and to all prospective, future owners of condominium units at River Oaks Townhomes of the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO
ELECTRIC VEHICLES**

Condominium unit owners and/or residents may charge electric vehicles at River Oaks Townhomes, but a dedicated electric plug that is separately metered must be installed in the Limited Common Element parking area appurtenant to the condominium unit owner's unit, and must be installed by the condominium unit owner at the condominium unit owner's sole cost and expense.

Prior to installation of a dedicated plug, the condominium unit owner must submit written plans and specifications prepared by a master electrician as to the installation of the dedicated plug to charge the electric vehicle. The dedicated plug must be separately metered. The condominium unit owner shall be responsible for all costs related to the installation, operation and removal of the dedicated plug, and the payment of the electricity used by the dedicated plug. The cost of the electricity used by the dedicated plug to charge an electric vehicle shall not be a common expense of the Association. All installations of a dedicated plug must be completed by a master electrician. All installations of a dedicated plug require the prior written approval of the Board of Directors. All installations of a dedicated plug must be done in accordance with applicable laws and permitting requirements, and must be inspected as may be required by the local governmental entities. No such installations of a dedicated plug shall be commenced without the prior written approval of the Board of Directors.

Prior to the installation of a dedicated plug, the condominium unit owner must execute and submit to the Association an agreement, in form and content attached as Exhibit "A", whereby such condominium unit owner shall expressly agree to:

- (i) be responsible for all damages or loss caused by the installation, use or removal of the dedicated plug;
- (ii) indemnify and hold harmless the Association for all such damage or loss; and
- (iii) provide the Association with a certificate of insurance showing that the condominium unit owner and/or resident of the condominium unit has the appropriate amount of liability insurance to cover any such damage or loss.

Prior to the installation of a dedicated plug, the condominium unit owner shall pay to the Association a Five Hundred and No/100 Dollars (\$500.00) deposit. If the condominium unit owner or the resident of the condominium unit no longer has, operates or charges an electric vehicle at River Oaks Townhomes, then the dedicated plug must be removed and the location of the dedicated plug must be restored to its original condition. If the dedicated plug is removed and the location of the dedicated plug is restored to its original condition to the satisfaction of the Board of Directors, then the deposit shall be refunded to the condominium unit owner. If the dedicated plug is not removed by the condominium unit owner when he moves and/or no longer occupies a condominium unit a River Oaks Townhomes or if the condominium unit owner removes the dedicated plug but fails to restore the location to its original condition to the satisfaction of the Board of Directors, then the deposit shall be used to pay any costs incurred by the Association to remove the dedicated plug and/or restore the location of the dedicated

plug to its original condition. Any amount of the deposit remaining after the costs incurred by the Association are paid shall be refunded to the condominium unit owner. All removals of a dedicated plug must be completed by a master electrician. No such removals of a dedicated plug shall be commenced without the prior written approval of the Board of Directors.

A condominium unit owner shall be responsible for the acts and omissions of the resident of the owner's unit, as well as the owner's and the resident's family members, guests, tenants, invitees, electricians and contractors. If a condominium unit owner and/or a resident installs a dedicated plug without the prior written approval of the Board of Directors, or if a condominium unit owner and/or a resident charges an electric vehicle using a non-dedicated plug, then the condominium unit owner and/or resident shall be deemed to be in violation of this Policy, and shall be subject to the enforcement provisions of the dedicatory instruments of the Association, as same may be amended from time to time, including but not limited to fines or other legal action as determined to be reasonable and necessary by the Board of Directors in its sole discretion. The condominium unit owner shall be liable for any and all attorney fees and costs incurred by the Association with regard to the enforcement of this Policy.

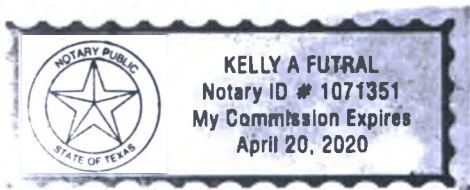
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

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x Karen Waugh
Karen Waugh, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21 day of September, 2017, by Karen Waugh, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of such corporation.



Kelly Futral
Notary Public - State of Texas

RECORD AND RETURN TO:

Frank, Elmore, Lievens,

Chesney & Turet, L.L.P.

Attn: K. Slaughter

9225 Katy Freeway, Suite 250

Houston, Texas 77024

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EXHIBIT "A"
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
ELECTRIC VEHICLE DEDICATED PLUG AGREEMENT

Condominium Unit Owner: _____

Unit No./Address: _____

Date: _____

I and/or we, the undersigned condominium unit owner(s), acknowledge receipt of the "Association Policy as to Electric Vehicles" (the "Policy") established by the River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association") for the installation, operation and removal of a dedicated plug at the River Oaks Townhomes, in Houston, Harris County, Texas. The purpose of the dedicated plug shall be to charge an electric vehicle. With regard to such Policy, I/we agree as follows:

1. That I/we will comply with and abide by the terms and conditions of the Policy.
2. That I/we understand and agree that I/we have and/or will install, operate and remove the dedicated plug in the Limited Common Element parking area appurtenant to my condominium unit at my own risk, and that I/we will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation, and removal of the dedicated plug, and that I/we will be responsible for, and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of River Oaks Townhomes, personnel of the Association, common elements, condominium units, other owners' property or other residents' property. In such regard, I/we hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) of and from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys fees, any causes of action (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the dedicated plug and the charging of the electric vehicle.
3. To additionally ensure that I/we am/are able to pay damages in the event that the installation, operation, and removal of the dedicated plug causes any injury or damage to persons or property, I/we acknowledge and agree (i) to purchase and maintain liability insurance for as long as I/we have the dedicated plug at River Oaks Townhomes and provide proof to the Association of such liability insurance; or (ii) to require the resident of my condominium unit to purchase and maintain liability insurance for as long as they have the dedicated plug at River Oaks Townhomes and provide proof to the Association of such liability insurance. I/we further agree that I/we shall remain liable and responsible for any and all injury or damage related to the installation, operation, and removal of the dedicated plug whether or not my/our insurance or the resident's insurance covers said injuries or damages.

Owner: _____

Owner: _____

Witness: _____

FILED FOR RECORD

10:56:50 AM

Friday, September 29, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Friday, September 29, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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Notice
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**CERTIFICATE OF
CORPORATE RESOLUTION
RIVER OAKS TOWNHOMES
OWNERS' ASSOCIATION, INC.**

(REVOCATION OF RESOLUTION REGARDING APPLICATION OF FUNDS)

THIS CERTIFICATE OF CORPORATE RESOLUTION HEREBY REVOKES IN ITS ENTIRETY THAT CERTAIN SECRETARY'S CERTIFICATE (RESOLUTION REGARDING APPLICATION OF FUNDS) DATED FEBRUARY 28, 2002, AND RECORDED ON APRIL 25, 2002 UNDER HARRIS COUNTY CLERK'S FILE NO. V753864.

The undersigned Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a duly called and constituted meeting of the Board of Directors of the Association held on August 15th, 2019, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

RESOLVED, the "Resolution Regarding Application of Funds" previously adopted by the Board of Directors of the Association and recorded under Harris County Clerk's File No. V753864 is hereby revoked and withdrawn in its entirety and shall have no further force and effect.

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

**RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION,
INC.,** a Texas non-profit corporation

x Karen Waugh
Karen Waugh, Secretary

LOR
100.

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 15th day of August, 2019, by Karen Waugh, Secretary of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

Kelly Futral

Notary Public - State of Texas

RECORD AND RETURN TO:

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



RECORDER'S MEMORANDUM:

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

FILED FOR RECORD

8:00:00 AM

Tuesday, January 7, 2020



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, January 7, 2020



COUNTY CLERK
HARRIS COUNTY, TEXAS



**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(DOCUMENT RETENTION)**

The undersigned Officer of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 16, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declarations (for) River Oaks Townhomes" recorded in Volume 28, Page 20, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of River Oaks Townhomes (the "Property") and the restrictive covenants set forth therein; and

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

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

**ASSOCIATION POLICY AS TO
DOCUMENT RETENTION**

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

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

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

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

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Ross Selvaggi

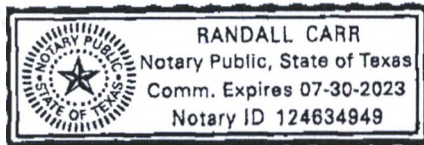
Printed Name: ROSS SELVAGGI

Title: V.P.

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18th day of August 2021, by Ross Selvaggi, Vice President of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public - State of Texas

RP-2021-495276

RP-2021-495276
Pages 3
08/30/2021 04:32 PM
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.



Tenesha Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-495276

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(RECORD PRODUCTION AND COPYING)**

The undersigned Officer of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on August 16, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declarations (for) River Oaks Townhomes" recorded in Volume 28, Page 20, et seq., of the Condominium Records of Harris County, Texas, and any and all amendments thereto (the "Declaration"), the Association is responsible for the administration and operation of River Oaks Townhomes (the "Property") and the restrictive covenants set forth therein; and

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

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

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

I. BOOKS AND RECORDS.

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

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

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

II. WRITTEN REQUEST AND NOTICES.

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

RP-2021-495277

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

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

III. COSTS AND EXPENSES.

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

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

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OVERHEAD 20% of total labor charge
 (if copy request is more than 50 pages)

MATERIALS Actual cost of labels, boxes, folders,
 envelopes and other supplies used locate,
 compile, and reproduce books and records

POSTAGE Actual cost

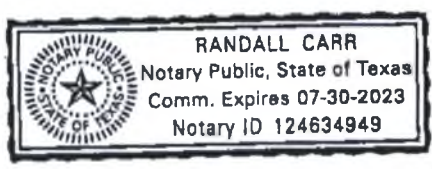
B. An owner must pay, in advance, the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30th) business day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

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Ross Selvaggi
 Printed Name: ROSS SELVAGGI
 Title: VP

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18th day of August 2021, by Ross Selvaggi, Vice President of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]
 Notary Public - State of Texas

RP-2021-495277

RP-2021-495277
Pages 5
08/30/2021 04:32 PM
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

**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC.
(LATE FEES)**

The undersigned President of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on April 12, 2022, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration (for) River Oaks Townhomes" recorded in Volume 28, Page 20 in the Condominium Records of Harris County, Texas, and any and all amendments thereto (collectively referred to herein as the "Declaration"), the Association is responsible for administering the common elements of River Oaks Townhomes (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, pursuant to Section 82.102(a)(12) of the TEXAS PROPERTY CODE, the Association acting through its Board of Directors may impose late charges for late payments of assessments; and

WHEREAS, pursuant to Section 82.102(a)(13) of the TEXAS PROPERTY CODE, the Association acting through its Board of Directors may adopt and amend rules regulating the collection of delinquent assessments and the application of payments; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the longstanding and existing policy of the Association, as to late fees, and to provide disclosure of such policy to prospective future owners of condominium units at the Property as to same;

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

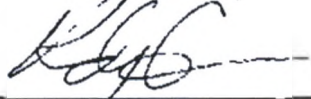
ASSOCIATION POLICY AS TO LATE FEES

In accordance with the longstanding policy of the Association and pursuant to the authority granted by the TEXAS PROPERTY CODE, regardless of any provision of the Declaration or other dedicatory instruments to the contrary, it is the existing and continuing policy of the Association to charge a late fee in the amount of Twenty Dollars (\$20.00) if payment is not received by the tenth (10th) day of the month.

The foregoing policy was adopted and implemented by a previous Board of Directors of the Association more than twenty (20) years ago. Pursuant to such policy, the Association has charged a late fee of Twenty Dollars (\$20.00) since at least January 2002.

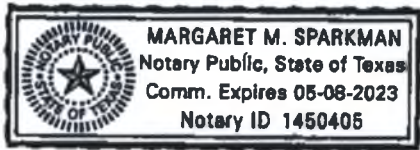
The foregoing resolution ratifies and confirms the longstanding and continuing policy of the Association.

RIVER OAKS TOWNHOMES OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: 
Randy Carr, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 12th day of April 2022, by Randy Carr, President of River Oaks Townhomes Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Margaret M Sparkman
Notary Public - State of Texas

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RP-2022-212624
Pages 3
04/22/2022 11:37 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