

**SECRETARY'S CERTIFICATE OF  
POST OAK LANE TOWNHOMES OWNERS ASSOCIATION, PHASE II**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

**KNOW ALL MEN BY THESE PRESENTS:**

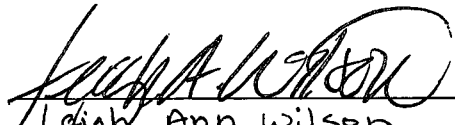
The undersigned, being the duly elected, qualified, and acting Secretary of Post Oak Lane Townhomes Owners Association, Phase II, a Texas non-profit corporation (the "Association"), the corporation set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II" recorded in Volume 16, Page 15 in the Condominium Records of Harris County, Texas and any and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true, correct and genuine copies of the following described original documents attached hereto as indicated herein below:

1.     *Articles of Incorporation* attached hereto as Exhibit "A";
2.     *By-Laws* attached hereto as Exhibit "B";
3.     *Amendment to the By-Laws* attached hereto as Exhibit "C";
4.     *Rules and Regulations* attached hereto as Exhibit "D"; and
5.     *Policy Statements (Property Insurance Policy/Guidelines; Responsibilities of the Association and the Residents with regard to maintenance of the Property; Maintenance; Alteration of the Common Elements; Landscaping of the Common Elements; Cable Television; Pool Rules)* attached hereto as Exhibit "E".

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8:00 AM

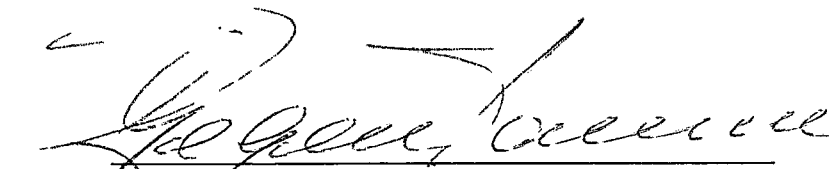
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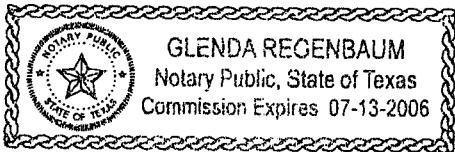
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at  
Houston, Texas, this 9 day of Feb., 2006.

  
\_\_\_\_\_  
Leigh Ann Wilson, Secretary of  
Post Oak Lane Townhomes Owners Association,  
Phase II, a Texas non-profit corporation

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 09<sup>th</sup> day of  
February, 2006, by Leigh Ann Wilson, Secretary of Post Oak Lane  
Townhomes Owners Association, Phase II, a Texas non-profit corporation, on behalf of  
said corporation.

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



# EXHIBIT "D"

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

CONDOMINIUM RECORDS OF COUNTY CLERK

194182

FILM CODE \_\_\_\_\_

POST OAK TOWNHOMES OWNERS  
ASSOCIATION PHASE II -  
SECRETARYS CERTIFICATE

THIS IS PAGE 7 OF 15 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

**POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II**

**363-567 North Post Oak Lane, Houston, Texas 77024**

**RULES AND  
REGULATIONS**

**POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II**

363-567 North Post Oak Lane, Houston, Texas 77024

**THE FOLLOWING RULES AND REGULATIONS OF  
THIS ASSOCIATION WERE ADOPTED BY THE  
COUNCIL OF CO-OWNERS ON  
FEBRUARY 20, 1990  
THIS DOCUMENT NOW SUPERCEDES THE  
ORIGINAL RULES AND REGULATIONS  
PREPARED BY L.B. NELSON IN 1973**

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

CONDOMINIUM RECORDS OF COUNTY CLERK

194183

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POST OAK TOWNHOMES OWNERS  
ASSOCIATION PHASE II -  
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THIS IS PAGE 8 OF 15 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

RULES AND REGULATIONS

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## RULES AND REGULATIONS

### POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II

The Council of Co-Owners of Post Oak Lane Townhome Owners Association, Phase II, has adopted the following Rules and Regulations. Terms used in these regulations shall have the meaning as defined in the Declaration of Covenants, Conditions and Restrictions for such Association unless such term or terms are more specifically defined in these Rules and Regulations, which, in case of conflict, the definition given to such term or terms in these Rules and Regulations shall control as applied in these Rules and Regulations only. Wherever in these Rules and Regulations there is a reference to "Co-Owner(s)", such term shall apply for purposes of these Rules and Regulations to the Co-Owner of any Townhome, to his/her tenants, if any, in residence, and to any guests, invitees or licensees of said Co-Owners or tenant of such Co-Owner.

#### COMPLIANCE WITH RULES AND REGULATIONS

The Co-Owners shall at all times comply with all the Rules and Regulations hereinafter set forth governing the project, and any alterations or changes in the Rules and Regulations which the Board of Governors or the Council of Co-Owners may adopt from time to time.

#### PAYMENT OF ASSESSMENTS

All payments are due and payable on a timely basis at the office of the Manager or such other place(s) as the Board shall

designate. All payments must be made by check or money order. No cash will be accepted at the office. Payment shall be due no later than the first of every month.

#### ASSIGNED PARKING

Covered parking spaces are for automobiles only. All persons must abide by all parking regulations as posted or otherwise indicated by the Board and/or local authorities. For purposes of this section, motorcycles and bicycles are considered automobiles. No motor vehicles may be parked so as to block sidewalks or driveways or encroach upon fire lanes or lawns or landscaping. Parking by residents in parking spaces other than those assigned to their unit is strictly prohibited without prior written notification to the Board and agreement by the Co-Owner to whom the respective parking space has been assigned. No repair or mechanical servicing of automobiles or other vehicles is permitted in covered parking areas except in cases of emergencies. No vehicles shall be left standing in a parking space for an unreasonable period of time in a non-operative condition. All unassigned parking spaces including the Private Road are designated for visitor parking, and residents' vehicles shall not be parked in spaces so designated for visitors. No vehicle shall be parked in driveways. Visitors may park in designated visitor spaces with such frequency and for such duration as is deemed reasonable by the Board. Visitor parking areas are not available for use by



the Co-Owners for parking or storing boats, trailers, camping units, or any personal vehicles. The Board may make reassignments of existing assigned parking spaces with the consent of the current assignee.

With respect to the foregoing Rules and Regulations, the Board may insure the proper use of said areas in such legal manner it deems necessary and violators may be towed away at their sole risk and expense.

#### STORAGE FACILITIES

Any Co-Owner, at his sole risk and without liability or responsibility on the part of the Board or the Council, may use his assigned storage space for its intended purpose. Carports are for the use of automobiles only, and shall not be used as storage for any other item of property.

#### PERSONAL PROPERTY

All personal property placed in any portion of the buildings or any appurtenance thereto or in any automobile or other motor vehicle while it is on the property shall be at the sole risk of the Co-Owner, and the Board or Council shall in no event be liable for the loss, destruction, theft or damage to such property. The Board and Council will only be accountable for losses or damages caused by Board members, or Council employees, when entering a unit for purposes necessary to protect the Common Elements and/or other Co-Owner units unless the loss or damage is caused

by the negligence of the Co-Owner of the respective unit.

#### DELIVERIES AND PERSONAL SERVICES

The Board or Council and its employees and agents are not authorized to accept packages, keys, or articles or services of any kind or description from or for the benefit of the Co-Owners. If the foregoing occurs, it shall be at the sole risk of the Co-Owner.

#### SOLICITORS

Solicitors of any kind are not permitted on premises without the prior written consent of the Board and notice to Co-Owners.

#### RADIO OR TELEVISION ANTENNAS

No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the prior written consent of the Board.

#### SIGNS

A Co-Owner may identify his townhome with a name plate of the type and size and in the location and manner approved in writing by the Board.

#### LAUNDRY AND CLOTHING

No laundry, clothing, rugs, mops, brooms, or other items are to be hung on or upon the exterior of any building. No clothes lines, clothes racks or any other device may be used to hang or support any such items so as to be visible from the exterior of a building.

### WINDOWS

No Co-Owner shall throw nor permit anything to be thrown out of the windows of the premises or down the building exteriors or interior stairs or hallways. The dusting of or shaking of mops, brooms or other articles or cleaning materials out of windows or exterior doors of the townhome unit or building is prohibited.

### CARE OF TOWNHOME UNIT

Each Co-Owner shall keep his/her unit in a good state of preservation and cleanliness, and shall not sweep or throw, permit to be swept or thrown, or allow to fall therefrom, or from the doors, balconies, patios, porches or windows thereof, any dirt, other substance or thing. Co-Owners are requested to guard against the unnecessary or wasteful use of water and other utilities.

### GARBAGE AND TRASH

All garbage and trash must be placed with care in the provided trash receptacles in plastic bags and none shall be placed on the floor of covered parking areas. Co-Owners are not permitted to place any containers or bags of any kind in common halls or common elements for collection.

### NOXIOUS ODORS AND DISTURBING NOISES

Co-Owners shall not make or permit to be made any disturbing noises or noxious odors or do or permit any act which will unreasonably interfere with the rights, comforts or conveniences of

any other Co-Owners.

#### AWNINGS AND OTHER PROJECTIONS

No awnings, blinds, burglar bars, air conditioners or other projections, shall be attached to the outside or other parts of the buildings except as approved in writing by the Board.

#### USE OF COMMON ELEMENTS

Common Elements of buildings such as common entry halls, covered parking and water and sewer apparatus shall be used only for the purpose intended. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the Co-Owner causing such damage. Portable barbeque units must be stored inside patio walls. No entrances or any other portions of the common areas, nor the exterior surfaces of fences or other enclosures surrounding the balconies, patios or porches shall be decorated by any Co-Owner in any manner without the prior written consent of the Board. All damages to the building or Common Elements caused by the moving or carrying of any article therein shall be paid for by the Co-Owner responsible for the presence of such article.

No Co-Owner shall interfere in any manner with any portion of the plumbing, heating or electrical apparatus which is part of the Common Elements and not part of the Co-Owner's townhome unit.

To insure safety, Co-Owners shall not be allowed to use for recreation the entrances or stairways of the buildings, nor any

streets or driveways within the property.

#### LANDSCAPING

Co-Owners are reminded that the landscaping is provided for the enjoyment of all. Co-Owners shall not permit alteration of, damage to, theft or destruction or abuse of these facilities.

#### REPAIR OF BUILDINGS

No work of any kind is to be done to or upon the exterior of buildings or the interior boundary walls thereof by Co-Owners except as approved or required by the Board in writing. No modification of boundary walls or interior load-bearing walls may be made except as approved in writing by the Board. Cosmetic changes such as painting, papering or paneling by Co-Owners are acceptable. Co-Owners shall not enter upon or attempt to enter upon the roof of the building without approval of a Board member.

#### WATERBEDS

The Co-Owners are not permitted to use or install waterbeds on the premises.

#### UNLAWFUL ACTS

Co-Owners shall not use or permit their premises or appurtenant Common Elements to be used for any unlawful purpose, or do or permit any unlawful act in or upon such premises.

#### SINGLE FAMILY RESTRICTION

Each townhome unit shall be used only as a residence and for individual single family residential purposes. For the purpose

of this provision, a Townhome shall be deemed to be used for single family residential purposes when it is used to house a family and its belongings, without regard to whether the family is the owner of the Townhome or occupies the Townhome pursuant to a rental or leasing arrangement. Each rental or leasing agreement shall include notification to the occupant that all occupants are subject to the terms of the Rules and Regulations as promulgated by the Board of Governors. Each Co-Owner shall be responsible for providing a copy of the Rules and Regulations with each rental or leasing agreement. Except for the leasing or rental of any townhome unit, no Townhome shall be used for any commercial, business or professional purpose nor for organizational assembly purposes. The use of any Townhome as a hotel or for transient purposes is strictly prohibited. The use of a Townhome for the maintenance of a personal or professional library; for the keeping of personal, business or professional records or accounts; or for the handling of personal, business or professional telephone calls or correspondence shall not be deemed to be in violation of this provision; but regular consultation with clients at a Townhome is prohibited.

HAZARDOUS ACTS

Co-Owners shall not permit any act or thing deemed hazardous or that will increase the rate of fire or other insurance on the premises. Co-Owners shall not keep gasoline or other explosive

or highly flammable material on the premises, carports or storage areas. This includes but is not limited to placing plants or any other objects or impediments on or around any interior or exterior staircases or walkways.

#### CATS, DOGS AND OTHER PETS

Cats, dogs, and other pets may be kept only if they are not a nuisance and do not cause any annoyance of any kind to other Co-Owners. If at any time the Board, in its sole discretion, determines that maintenance of such pets on the premises is causing an annoyance of any kind, said pet shall immediately be removed from the Townhome. All pets shall at all times be under the Co-Owners control and on a leash, abide by the city's leash law and reside within the confines of the Co-Owner's Townhome. Only small house pets may be permitted. For the purposes of this provision, a house pet shall be considered small if it is a maximum of eighteen (18) inches in height, measured at the shoulders, and/or weighing not more than thirty (30) pounds. No more than two house pets per Townhome will be permitted. Each Co-Owner who keeps a pet in a Townhome shall be solely responsible for any loss or damage of any kind or character whatsoever arising from or as a result of having such pet in the Townhome or the Common Elements.

#### RECREATIONAL FACILITIES

All persons using any of the recreational facilities do so

only at their own and sole responsibility and risk. The Board or Council does not assume any responsibility for any accident or injury in connection with such use.

#### USE OF SWIMMING POOLS

The following rules and regulations apply to the use of the Swimming Pools:

1. Co-Owners will be admitted on a no charge basis. Each family will be allowed guests at any time if there is sufficient room in the pool at the time. Guests must be accompanied by a host Co-Owner.
2. The pools will be open from 7:30 a.m. to 10:00 p.m. daily.
3. The pools may be closed at any time without notice due to either breakdown, weather conditions, or other operational difficulties and at the discretion of the Board, its employees and agents.
4. Co-Owners may use the facilities with the understanding that they comply with all Rules and Regulations promulgated by governmental authorities and the Board or Council.
5. Co-owners will be held responsible for all actions of his tenants, invitees or licensees.
6. Children under the age of thirteen (13) must be accompanied by an adult who must remain with the children during the entire time they are in the pool area.
7. The cost of any property damage will be charged to the responsible party.
8. Greaseless type suntan lotion must be used instead of oil type.
9. Tubes, water wings, floats, play equipment, etc., are strictly prohibited except such equipment necessary to protect non-swimmers.
10. No glassware of any kind will be permitted in pool enclosure.



11. Papers, cigarettes, cigars and refuse must be deposited in receptacles. No eating, drinking or smoking is allowed while in the pool. Cooking is not permitted within the pool enclosure.
12. No pets will be allowed within the fenced areas surrounding the pool.
13. Admission will be denied to anyone with skin abrasions, colds, coughs, inflamed eyes, infectious conditions, or anyone wearing bandages.
14. Wheeled vehicles will not be allowed in pool area.
15. No abusive or profane language or breach of the peace will be tolerated.
16. No more than ten (10) persons may be in the pool at any one time.

#### REVOCATION BY BOARD

Any consent or approval given under these Rules and Regulations by the Board shall be revocable in writing at any time.

#### COMPLAINTS

Complaints regarding the service of the buildings or grounds or regarding the actions of other Co-Owners shall be made in writing to the Board. The Board shall not formally respond to any oral complaints.

#### DISCLAIMER OF LIABILITY

Neither the Board nor the Council nor any of its individual members, shall have any liability or responsibility for any loss, damages, cost or expense that results directly or indirectly from these Rules & Regulations, or the enforcement thereof, and such liability is expressly released and waived.

AMENDMENT

The foregoing Rules are subject to amendment by action of the Board of Governors.

APPROVED BY THE COUNCIL OF CO-OWNERS ON THE 20th DAY OF FEBRUARY, ~~1989~~. 1990

Eugene M. White  
Eugene M. White, President

ATTESTED TO:

D. E. [Signature]

\_\_\_\_\_, Secretary

3-2-90  
Date

# EXHIBIT "E"

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

CONDOMINIUM RECORDS OF COUNTY CLERK

194186

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POST OAK TOWNHOMES OWNERS  
ASSOCIATION PHASE II -  
SECRETARYS CERTIFICATE

THIS IS PAGE 11 OF 15 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II

**POLICY  
STATEMENTS**

The following notices to Co-Owners dealing with specific matters have been prepared over a period of time and are Policy Statements of the Association. They explain in an informal manner how our organization deals with some specific topics, such as:

1. Property Insurance Policy/Guidelines
2. Responsibilities of the Association and the Residents with regard to maintenance of the property
3. Maintenance
4. Alterations of the Common Elements
5. Landscaping of the Common Elements
6. Cable Television
7. Pool Rules

These communications will be added to and revised from time to time as conditions require.

January 1999

## POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II

### POLICY STATEMENT

#### POLICY/GUIDELINES RELATING TO ASSOCIATION PROPERTY INSURANCE:

1. The Board recognizes the CC&R definition of a townhome as that space within the unfinished interior surfaces of the perimeter, walls, ceilings, and floors of the residence premises. When a casualty loss occurs, the Association's property insurance covers the repair of damage to these walls, ceilings, and floors.
2. Everything within the space defined above is the responsibility of the Co-Owner and/or their tenant in the case of a rental. (This includes appliances, blinds, books, built-ins, cabinetry, carpet, draperies, fixtures, floor tile or other flooring, furniture, mirrors, shower doors, shutters, toilets, track lighting, wall coverings, wood paneling, etc...) Such property should be insured by the Co-Owner through Texas Homeowner Insurance (HO-B-CON). The Board urges each Co-Owner to review their Homeowner policies to be certain they have adequate coverage for their property.
3. The Association property insurance covers only that property: (a) owned by the Association (common elements); or (b) in which the Association has an insurable interest, or (c) which the Association is under a legal obligation to insure by virtue of an enforceable written agreement (the CC&Rs) entered into prior to the loss.
4. In addition to the coverage defined in 1., above, the Association insurance will cover interior walls (in the same manner as perimeter walls) since these walls may be load-bearing and/or may contain utilities which are part of the common elements. The Association insurance will also cover stairwell structure (but not carpeting) and interior doors.
5. It is the responsibility of each individual Co-Owner or Tenant to set the deductible for their Homeowner Insurance.
6. The Board will review any casualty loss that appears to involve a failure of a common element (e.g., roof leaks, water damage from pipe in ceiling, sewer back-ups, etc.). If the Board finds no negligence on the part of the Co-Owner (or tenant), it may vote a resolution authorizing the Treasurer to reimburse the Co-Owner and/or tenant, as deemed appropriate, up to \$100.00 to be used to help offset the Homeowner's or Renter's Insurance deductible.
7. The Association property insurance has a \$5,000 deductible (per incident). The loss will be absorbed by the Association. Such losses may have to be recovered through special assessment to all Co-Owners or by increasing maintenance fees in the following year.

8. Proceeds from Association property insurance are to be paid to the named insured, and not to the Co-Owner. If the Board passes funds to a Co-Owner for the purpose of making repairs, it retains the authority to require that such funds are used for that purpose.
9. All claims of loss should be reported by the Co-Owner or tenant to the Maintenance Supervisor (if on the property) and a member of the Board; the Board member should immediately notify the insurance agency by phone and follow up with a written notice.
10. The Association property insurance will not pay for retro-fitting or upgrades required by law in rebuilding, unless such endorsement is added to our policy.

THE BOARD OF GOVERNORS

Revised 11-17-98

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

CONDOMINIUM RECORDS OF COUNTY CLERK

194187

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POST OAK TOWNHOMES OWNERS  
ASSOCIATION PHASE II -  
SECRETARYS CERTIFICATE

THIS IS PAGE 12 OF 15 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

**POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II**

363-567 North Post Oak Lane, Houston, Texas 77024

The following lists designate the areas of responsibility for the care and maintenance of certain systems within our Townhome properties, regardless of whether the care and maintenance is needed as a consequence of ordinary wear and tear or is the result of an accident. **THIS LISTING IS CONSISTENT WITH THE PROVISIONS OF OUR COVENANTS, CONDITIONS AND RESTRICTIONS**

ASSOCIATION	HOMEOWNER
<b>HEATING AND AIR-CONDITIONING</b>	<b>HEATING AND AIR-CONDITIONING</b>
1. None	1. All costs in connection with this facility, including replacement of units, to include any damage. (See Roof, Page 3)
<b>PLUMBING</b>	<b>PLUMBING</b>
<ol style="list-style-type: none"> <li>1. Unstopping main sewer line clogs.</li> <li>2. Repairing leaks to all plumbing lines located within all walls to the first joint inside the boundary originally installed. (Does not include leaks caused by blockages).</li> <li>3. Keeping courtyard and other common area drains clear.</li> <li>4. Keeping all common area exterior plumbing in repair, to include maintenance facilities and boiler room.</li> <li>5. Responding to emergency overflows that are a homeowner's responsibility until he can engage a plumber.</li> <li>6. Repair and replacement of all gas lines and meters.</li> </ol>	<ol style="list-style-type: none"> <li>1. Repairing running, leaky or noisy commodes.</li> <li>2. Commode, drain stoppages and overflows and subsequent clean up when only your unit is affected. <u>Note:</u> Stoppages caused by items put into sewage system by residents are not the responsibility of the Association</li> <li>3. Repairing and replacing parts such as commode seats, faucets, aerators, shower heads, sink stoppers and strainers.</li> <li>4. Leaking faucets, pipes, etc., within the unit unless occurring within a wall.</li> <li>5. Keeping private patios free and clear of debris to enhance drainage.</li> </ol>
<b>APPLIANCES</b>	<b>APPLIANCES</b>
1. None	<ol style="list-style-type: none"> <li>1. Repair and replacement of all appliances and replacement parts, including burners, bulbs, switches, timers and fans.</li> <li>2. Repair and replacement of heating and air conditioning units.</li> <li>3. Repair and cleaning of all dryer vents.</li> </ol>
<b>PEST CONTROL</b>	<b>PEST CONTROL</b>
<ol style="list-style-type: none"> <li>1. Treatment of subterranean and dry wood termites, carpenter ants, also rats and mice.</li> <li>2. Repair of damage caused by pests listed in Item 1.</li> </ol>	1. Treatment for roaches, silver fish inside the unit.
<b>WINDOWS</b>	<b>WINDOWS</b>
<ol style="list-style-type: none"> <li>1. Caulking windows as needed.</li> <li>2. Repair and replacement of window panes (if not broken by owner or tenant through carelessness).</li> <li>3. Repairing damaged window screens.</li> </ol>	<ol style="list-style-type: none"> <li>1. Homeowner has responsibility for cleaning all windows.</li> <li>2. Repair and/or replacement of casement window cranks, crank mechanisms and window latches.</li> </ol>

ASSOCIATION	HOMEOWNER
<p style="text-align: center;"><b>LIGHTING AND ELECTRICAL</b></p> <ol style="list-style-type: none"> <li>1. Responding to all emergencies until a homeowner can engage an electrician.</li> <li>2. Repairing the main electrical lines servicing multiple units.</li> <li>3. Repair and replacement of all outside lighting, including quadruplex hallways.</li> <li>4. Maintaining at all times, breakers and photo cells.</li> </ol>	<p style="text-align: center;"><b>LIGHTING AND ELECTRICAL</b></p> <ol style="list-style-type: none"> <li>1. Providing and replacing all bulbs within the owner's unit, including patio and/or balcony.</li> <li>2. Reporting all quadruplex and exterior entrance lights that are burned out.</li> <li>3. Replacing or repairing defective ballast starters plugs, fans, fixtures, and sockets in the unit.</li> </ol>
<p style="text-align: center;"><b>CARPENTRY AND EXTERIOR MAINTENANCE</b></p> <ol style="list-style-type: none"> <li>1. Maintenance and repair of all exterior wood trim, siding, railings and all exterior doors.</li> <li>2. Painting of all exterior trim, siding and doors (stained, antiqued or other special treatment excluded).</li> <li>3. Maintenance of all common area wrought iron fencing and decorative trim located in front of units.</li> <li>4. Replacement of exterior doors and unit numbers.</li> <li>5. Repair and replacement of weather stripping.</li> <li>6. Perimeter fencing, patio fencing, balconies, railings, and fire stairs.</li> <li>7. Mail boxes in all quadruplexes</li> <li>8. Repair and replacement of all storage cabinets located in the carport areas.</li> <li>9. Repair and replacement of all carports.</li> </ol>	<p style="text-align: center;"><b>CARPENTRY AND EXTERIOR MAINTENANCE</b></p> <ol style="list-style-type: none"> <li>1. Replacement of individual mailbox. (This excludes mailboxes in quadruplexes).</li> <li>2. Interior maintenance of owner's private balcony and patio.</li> <li>3. Repair and replacement of doorbells.</li> <li>4. Repair or replacement of all locks and door hardware. (Excludes unit numbers).</li> <li>5. Repair and painting of burglar bars on windows and doors.</li> <li>6. Staining or antiquing, or some other special treatment on all exterior doors.</li> <li>7. Repair and/or replacement of sliding door screens.</li> </ol>
<p style="text-align: center;"><b>POOLS AND GROUNDS</b></p> <ol style="list-style-type: none"> <li>1. Keeping grass, shrubs, trees and bushes mowed, trimmed, pruned, mulched and fertilized.</li> <li>2. Keeping walkways, carports, driveways, decks and concrete areas clean and in repair.</li> <li>3. Keeping pools clean and properly treated with chemicals.</li> <li>4. Trash pickup as per contract.</li> <li>5. Clearing all gutters and downspout drains of debris.</li> <li>6. Hose and hand watering as needed.</li> <li>7. Maintain all yellow traffic control and parking striping.</li> </ol>	<p style="text-align: center;"><b>POOLS AND GROUNDS</b></p> <ol style="list-style-type: none"> <li>1. Disposing of all packing crates, moving cartons, old tires, brick, concrete, and all trash that cannot be disposed of in our normal trash pickup.</li> <li>2. Private patio and rear balcony maintenance and care to include pruning and care of trees.</li> <li>3. Removal of vines that pose potential damage to patio fences, gates or carports.</li> <li>4. Removal of weeds and debris when it becomes a breeding place for snakes, rats, etc.</li> </ol>
<p style="text-align: center;"><b>INTERIOR DECORATION</b></p> <ol style="list-style-type: none"> <li>1. Maintenance of all common areas to include the boiler room, security office, and storage, supply and equipment rooms.</li> <li>2. Vestibules of the quadruplex dwelling units</li> </ol>	<p style="text-align: center;"><b>INTERIOR DECORATION</b></p> <ol style="list-style-type: none"> <li>1. Repair, and replacement of the interior of your unit, including draperies, carpet, paint, wall-paper, vinyl or other flooring, tiles, and lighting or other electrical fixtures.</li> <li>2. Private patio maintenance and care.</li> </ol>



ASSOCIATION	HOMEOWNER
ROOF AND GUTTERING	ROOF AND GUTTERING
1. Repair and replacement of roofs, guttering, scupper drains, downspouts, and roof vents.	1. Removal from the roof of any unused, replaced, or exchanged air conditioning equipment which is no longer in service, including full responsibility for any damage to the roof by your air conditioning contractor.

SPECIAL NOTICE: Co-owners and residents are reminded that no alterations, modifications, or repainting can be made to the exterior portions of the buildings – or to the common elements – without specific written approval of the Board of Governors. As set forth in a letter to all co-owners dated February 17, 1992, the above areas of responsibility are meant as guidelines for the use of co-owners and residents in caring for their own units and for requesting service to the common elements. Any damage as a result of neglect and intentional misuse and abuse on the part of owners, residents, and their guests, will not be the responsibility of the Association.

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

194188  
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POST OAK TOWNHOMES OWNERS  
 ASSOCIATION PHASE II -  
 SECRETARYS CERTIFICATE

THIS IS PAGE 13 OF 15 PAGES  
 REDUCTION 16X CAMERA DESIGNATION MRG1

# POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II

## POLICY STATEMENT - MAINTENANCE

Adopted by The Board of Governors on September 15, 1998

In order to acquaint all Co-Owners with the current policy on maintenance matters and to advise all of the procedures in effect from October 1998, this memo is provided.

When living in a condominium environment, rules are necessary to provide a level playing field — meaning the rules apply to all Co-Owners equally. The Board recognizes individual preferences as much as possible as long as the preference does not impinge or encroach on another Co-Owner's rights. It takes the complete cooperation of all Co-Owners to provide a congenial atmosphere on the premises.

### BASIC PROCEDURES

1. In all cases, a written request to add to or modify the common elements of a Co-Owner's premises must be sent to the Architectural Control Committee indicating what changes are proposed with an accompanying drawing, prior to beginning construction.
2. The Committee considers the request and either approves or disapproves it, after deciding whether or not the changes are reasonable and compatible with the CC&Rs and the general decor.
3. The approval letter shall include any conditions or modifications the Co-Owner agrees to accept. Also included is an agreement by the Co-Owner to maintain the addition in acceptable condition.
4. The approved request is sent to the Board for its acceptance before construction can begin.

### MAINTENANCE REVIEW

The Architectural Control Committee will conduct a review of all the patio covers for conformity with the conditions set out when construction was approved by the Committee and you signed as Exhibit 1. Current state of maintenance will also be reviewed especially as to attractiveness as well as conformity. No plastic is acceptable.

After the inspection the Board will issue a report as to the condition of the cover and what steps need to be taken to bring it up to acceptable standards.

The Co-Owner will have 30 days from the date of the report to make the required changes. If not corrected the Board will have the changes made and bill the Co-Owner for all costs.

THE BOARD OF GOVERNORS

September 15, 1998

## POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II

### POLICY STATEMENT

#### ALTERATIONS TO THE COMMON ELEMENTS

The COVENANTS, CONDITIONS AND RESTRICTIONS by which this Association was created states that "Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board". (Please see Exhibit "A" attached). These same documents also provide the Board with the authority for enforcement.

Some years ago, an ARCHITECTURAL CONTROL COMMITTEE, composed of resident owners, was established to review and recommend action on written requests from owners who wished to make an alteration to the Common Elements. The need for this review is to assure:

1. An acceptable standard of construction by a capable and insured contractor.
2. Compliance with City building codes.
3. Designation of responsibility for the future maintenance of the alteration.
4. Maintain an appearance consistent with the established architectural theme.

Now that these units are over twenty-five years old, established residents are expressing an interest in updating and renovating their residences. Also, many new owners are having their units altered or refurbished before they move in. Unfortunately, the Association is not always advised when a unit is sold. There is no notice of who the new owner may be, and the new owner frequently does not read the CC&R's normally given to the buyer prior to closing. Suddenly unauthorized construction is underway.

In order to carry out its mandated responsibilities, the Board reminds all Co-Owners that NO ALTERATION OF THE COMMON ELEMENTS CAN BEGIN WITHOUT PRIOR WRITTEN APPROVAL. If unauthorized work is begun, the Board will be forced to stop the work until the required approval is obtained.

Your request for the required approval is to be submitted to the Board member responsible for overseeing the maintenance of the property, who will bring your request before the Architectural Control Committee. The Committee will be available to provide helpful information on acceptable styles, specifications and materials.

Attached for your information are:

Exhibit A: Definition of Common Elements

Exhibit B: Prior Authorization Required Before Work May Begin

## EXHIBIT "A"

### DEFINITION OF COMMON ELEMENTS

Excerpted from the Post Oak Lane Townhomes, Phase II Covenants, Conditions and Restrictions as amended - Paragraph 1. Definitions - (f) "Common Elements" - (1) through (7):

- (f) "Common Elements" shall mean all of the Property except for the Townhomes, and, without limiting the generality of the foregoing, shall include the following:
- (1) The Land;
  - (2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
  - (3) All roofs, yard and gardens, except as otherwise provided or stipulated;
  - (4) All premises for the lodging of janitors or persons in charge of the buildings, except as otherwise provided or stipulated;
  - (5) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, swimming pools, carports and the like;
  - (6) In general, all devices or installations existing for common use including all installations between the walls, ceilings and under the floors to the first joint inside the boundary originally installed or subsequently installed as a result of Board authorization; and
  - (7) All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the Property.

## **EXHIBIT "B"**

### **PRIOR AUTHORIZATION REQUIRED BEFORE WORK CAN BEGIN**

Installation of exterior burglar bars.

Installation of patio covers, awnings or similar items.

Conversion of sliding doors to french style doors

Modification of any plumbing or electrical apparatus within the Common Elements.

Structural changes to any boundary or load-bearing walls.

Any structural or cosmetic alteration to the exterior of any unit.

Installation of greenhouse type windows that protrude from the building.

Installation of dark tinted solar type entire window units.

### **PROHIBITED ITEMS**

No exterior TV or radio antennas or satellite dishes.

No exterior mounted alarm systems.

No patio decking or associated stairways are to extend outside of the fenced boundaries of the patio.

*NOTE: The above listed items do not represent a complete list of approved or prohibited items. They are shown here merely as examples of items to be considered.*



POST OAK LANE TOWNHOME  
OWNERS ASSOCIATION  
-PHASE II

363-567 NORTH POST OAK LANE, HOUSTON, TEXAS 77024

January 15, 1999

TO ALL RESIDENTS AND OWNERS

In regards to the landscaping of our property, please be reminded of the policies of our Association:

The Association has the responsibility for the care of all the lawns, shrubs and trees in the common areas, while the residents have control of and must care for their individual patio areas.

We ask that you recognize and respect this separation of responsibility and refrain from unauthorized planting in the common areas.

Some residents have expressed an interest in placing decorative pots of plants at the front of individual entrances. For the sake of coordination, you must contact the landscaping committee for approval before placing such planters.

For those who live in upstairs units, pots and flower boxes may be placed on your balconies, provided adequate size "saucers" are used in order to prevent overflow onto downstairs areas.

PLEASE DO NOT PLACE POTS OR ANYTHING ELSE ON THE STAIRWAYS OR ON THE STAIR LANDINGS! It is inconvenient, it could be dangerous and it is a violation of the FIRE CODE.

As our buildings have aged and require more care, so have many of our plants and shrubs reached their life span potential and need to be replaced.

This year the Grounds Committee will be meeting with professional landscape architects and designers to generate a long-term plan to maintain our beautiful grounds.

As always, the BUDGET is of great consideration and our goal is to respect our pocketbooks while protecting our investment by maintaining the attractive surroundings in which we live.

Naomi Joyner, Chair  
POLTOA Landscaping Committee  
713-681-2852

## POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II

### CABLE TELEVISION

This Association has a contract with Warner Amex Cable Television, Inc. to provide full cable TV service to all the residences within our complex. This memorandum is to advise you of the basic arrangement that exists and to set forth the division of responsibility between the Association and the individual owners.

### RESPONSIBILITIES OF THE ASSOCIATION

The cable system is the property of Warner Amex Cable TV and was installed on our premises at no cost to us. The Association is responsible for the prudent protection of those facilities and must bear all costs resulting from any abuse to the system or loss of equipment.

Our service contract provides for the installation of two service lines, with channel selectors attached, in each residence. Programming is supplied on 26 channels, including all Houston stations. This basic service package is supplied to everyone and the Association pays the full cost.

The Association is not responsible for any supplemental services or programming fees.

### RESPONSIBILITIES OF EACH OWNER

Each owner is directly responsible for the service lines and equipment within his residence.

If equipment (cable line or channel selector) is damaged, the owner is responsible for the cost of repair.

If more than two service lines are desired, the owner is responsible for contacting the Cable company and arranging for the additional service. All installation costs and continuing fees associated with added lines must be paid by the owner directly to the Cable company.

Additional channels of premium entertainment are offered by the Cable TV Company at an extra cost. Each owner is free to select any or all of these, but is responsible for making the arrangements and paying the extra fees directly to the Cable TV company.

Each resident is responsible for reporting problems to the Cable TV Company. Only their people are authorized to work on the system. We cannot help you.

## POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II

### RULES AND REGULATIONS FOR USE OF SWIMMING POOLS

1. The pools will be open from 7:30 a.m. to 10:00 p.m. daily.
2. The pools may be closed at any time without notice due to either breakdown, weather conditions, or other operational difficulties and at the discretion of the Board, its employees and agents.
3. Co-Owners will be held responsible for all actions of his tenants, invitees or licensees.
4. Children under the age of thirteen (13) must be accompanied by an adult who must remain with the children during the entire time they are in the pool area.
5. The cost of any property damage will be charged to the responsible party.
6. Greaseless type suntan lotion must be used instead of oil type.
7. Tubes, water wings, floats, play equipment, etc., are strictly prohibited except such equipment necessary to protect non-swimmers.
8. No glassware of any kind will be permitted in pool enclosure.
9. Papers, cigarettes, cigars and refuse must be deposited in receptacles. No eating, drinking or smoking is allowed while in the pool. Cooking is not permitted within the pool enclosure.
10. No pets will be allowed within the fenced areas surrounding the pool.
11. Admission will be denied to anyone with skin abrasions, colds, coughs, inflamed eyes, infectious conditions, or anyone wearing bandages.
12. Wheeled vehicles will not be allowed in the pool area.
13. No abusive or profane language or breach of the peace will be tolerated.
14. No more than ten (10) persons may be in the pool at any one time.



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

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POST OAK TOWNHOMES OWNERS  
ASSOCIATION PHASE II -  
SECRETARYS CERTIFICATE

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

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

Feb. 17, 2006



*Dorothy L. Kaufman*

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.

**SECRETARY'S CERTIFICATE  
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II  
A Texas Non-Profit Corporation**

**Resolution Regarding Application of Funds**

The undersigned, being the duly elected, qualified and acting Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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 Governors (the "Board") at a duly called meeting held on October 13, 2008.

10/20/2008

*See*

COI

HAI

WHEREAS, the Association is responsible for governance and maintenance of Post Oak Lane Townhome Owners Association, Phase II as described in the "Declaration of Covenants, Conditions and Restrictions" filed under County Clerk's File Number E0330332, Volume 16, Page 15, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

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

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

WHEREAS, there is a need for a policy with regard to application of funds for Post Oak Lane Townhome Owners Association, Phase II,

AND WHEREAS, the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, wishes to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Governors on behalf of Post Oak Lane Townhome Owners Association, Phase II sets the policy as follows:

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

\$10.00

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

LED

2:04 PM

*[Handwritten signature]*

CLERK  
COUNTY

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary for  
Post Oak Lane Townhome  
Owners Association, Phase II  
a Texas Non-Profit Corporation

*October 13<sup>th</sup>, 2008*  
\_\_\_\_\_  
Date

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This instrument was acknowledged before me on the 13<sup>th</sup> day of October, 2008, by Thomas Gardner, Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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:

POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074

Resolution Regarding Application of Funds  
for  
Post Oak Lane Townhome Owners Association, Phase II

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

204188

FILM CODE \_\_\_\_\_

POST OAK LANE TOWNHOME  
OWNERS ASSOCIATION, PHASE 11  
RESOLUTION REGARDING APPLICATION  
OF FUNDS

THIS IS PAGE 1 OF 1 PAGES

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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



Oct. 20, 2008

*Beverly B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY TEXAS

**RECORDER'S MEMORANDUM:**

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POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II

03/21/02 101785017 V675456

\$13.00

111

POLICY RESOLUTION: ACCESS TO ASSOCIATION RECORDS

*Res*  
*13*  
*K*

WHEREAS the Post Oak Lane Townhome Owners Association Phase II keeps correct and complete books and records of account and Minutes of the proceedings of its members and Board of Governors;

AND WHEREAS the Co-owners shall have the right, during reasonable business hours, to inspect the books and records of the Association;

AND WHEREAS it is desirable to impose certain reasonable restrictions to maintain control;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection of the records of the Association:

1. A notice of intent to inspect must be submitted in writing to the Board of Governors or its duly authorized managing agent at least two business days prior to the planned inspection.
2. The notice must specify with particularity, which records are to be inspected.
3. The notice must specify the purpose of the inspection.
4. All records shall be inspected at Association Management, Inc, the Managing Agent of Post Oak Lane Townhome Owners Association - Phase II, 9575 Katy Freeway Suite 130, Houston Texas 77024 between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.
5. Records may only be inspected in the presence of a representative of the Managing Agent or someone authorized by the Board. Co-Owners making such inspections shall reimburse the Association \$25.00 for each hour or part thereof of the inspection.
6. The Managing Agent shall provide access to the records but shall not be required to perform calculations or provide additional research or opinions with respect to the validity of the records. Questions regarding the financial records shall be directed to the Association's independent auditor and the Co-Owner making such request shall make direct payment to the auditor at the auditor's prevailing hourly rate.
7. The person(s) requesting access shall not disrupt the ordinary business activities of the registered office or its employees during the course of inspection.
8. No records may be removed from the office without the express written consent of the Board of Governors.

558-05-1894

9. When applicable, all costs of inspection shall be borne by the person(s) requesting access. In the event the person reviewing the records is desirous of making photocopies, all costs of copying will be incurred by the person requesting same.

10. Limitations of Access:

Consistent with an individual's right to privacy and applicable law, the following records will not be made available without the express written consent of the Board of Governors.

- a. Minutes of Executive Sessions;
- b. Minutes of Administrative Hearings pertaining to the imposition of punitive measures;
- c. Where disclosure would violate a constitutional or statutory provision or applicable public policy;
- d. Where disclosure could result in a discernable harm to the Association or any of its members;
- e. Personnel records;
- f. Inter-office memoranda (paper, electronic or any other form);
- g. Litigation files;
- h. Preliminary data, information or investigations which have not been formally approved by the Board of Governors, such as contractor bid prospects;
- i. Where disclosure may result in an invasion of personal privacy, breach of confidence or privileged information;
- j. Where disclosure would unreasonably interfere with or disrupt the operation of the Association; and,
- k. Where access results in a private harm or damage that outweighs the right to access.

11. The Association is under no obligation to provide any additional information other than that required by law. If the Board of Governors determines that the stated purpose for inspection is improper, the inspection request will be denied.



12. The foregoing policies and procedures are adopted pursuant to the Texas Non-Profit Corporation Act and Art. 1396-2.23, 2.23A and the Texas Property Code, Sec. 82.114.

ATTEST:

12/19/01  
Date

[Signature]  
President - John Kersher

12.19.01  
Date

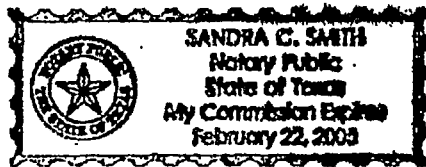
[Signature]  
Secretary - Naomi Joyner

STATE OF TEXAS

COUNTY OF HARRIS

This Certificate was acknowledged before me on December 19, 2001  
by JOHN KERSHER, the PRESIDENT of POZY OAK  
LANE TOWNHOME OWNERS ASSOCIATION PHASE II  
(Condominium Association)

*for  
roll*



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

FILE FOR RECORD  
8:00 AM

MAR 21 2002

[Signature]  
County Clerk, Harris County, Texas

After recording please return to:  
AMI  
9575 Katy Freeway, Suite 130  
Houston, Texas 77024

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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

MAR 21 2002



[Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

558-05-1096

V675454

POST OAK LANE TOWNHOME OWNERS ASSOCIATION - PHASE II:

03/21/02 · 101783015 V675454

\$11.00

ADMINISTRATIVE RESOLUTION: DELINQUENT ASSESSMENTS

WHEREAS Article 10 of the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhome Owners Association - Phase II provides for the payment of the Maintenance Expense Charges;

AND WHEREAS Article 11 of the Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhome Owners Association - Phase II provides for Default in Payment of Assessments;

AND WHEREAS there is a need to establish orderly procedures for the collection of Assessments which remain unpaid past their due dates;

AND WHEREAS it is the intent of the Board to establish steps for the collection of delinquent Assessments;

NOW THEREFORE, BE IT RESOLVED THAT the procedures for collection of delinquent Maintenance Expense Charges be as follows:

1. The annual Assessment shall be payable in twelve (12) equal monthly installments each of which shall be due on the first day of each month during the fiscal year.
2. Any Assessments that are not paid by the 20th day of each month shall be deemed delinquent and a late fee of 10% (ten percent) or \$25.00 (twenty-five dollars), whichever is the greater, shall be assessed.
3. After the twenty- (20) day period referred to above a notice of delinquency shall be mailed to Co-owner, which notice shall specify the amount of the delinquent payment(s) and the late fees payable.
4. In the event of the amount owing by an Co-owner being equal to or exceeding an amount equal to two months assessments, the notice of delinquency shall include a demand for payment of the full amount owing within twenty (20) days failing which, the Association will instruct its attorneys to foreclose its lien as consistent with the Declaration and Texas law.
5. In the event of the Association's attorneys being instructed, all the costs and expenses for and other reasonable attorneys fees shall be payable by the Co-owner.
6. This resolution is in addition to and shall in no way whatsoever detract from the rights of the Association as specified in Article 11 of the Declaration.
7. The Association shall be authorized to vary any of the above procedures as deemed necessary in the circumstances of a particular situation.
8. This policy shall supersede the previous policy resolution dealing with Delinquent Assessments.

553-85-1898

adopted by the Board.

ATTESTED:

Naomi Joyner  
Secretary - Naomi Joyner

Date: 10.4.2001

APPROVED AS CORRECT:

J.K.  
President - John Kersher

Date: 10/4/2001

STATE OF TEXAS

COUNTY OF HARRIS

This Certificate was acknowledged before me on October 4, 2000, by

JOHN KERSHNER, the PRESIDENT of PHX

DAK LANE TOWNHOME OWNERS ASSOCIATION  
(Condominium Association)

*for  
no ll*

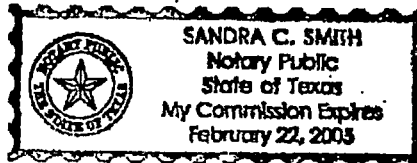
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS:  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the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

Sandra C. Smith  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

MAR 21 2002



Beverly B. Kayne  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



FILE FOR RECORD  
8:00 AM

MAR 21 2002

Beverly B. Kayne  
County Clerk, Harris County, Texas

After recording please return to:  
AMI  
9575 Katy Freeway, Suite 130  
Houston, Texas 77024

RECORDER'S MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED

150-05-1091

3  
Notice  
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**SECRETARY'S CERTIFICATE OF**  
**Post Oak Lane Townhome Owners Association, Phase II**

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation, the corporation set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions for Post oak Lane Townhome Owners Association, Phase II" filed for record under County Clerks File No. E033032 of the Condominium Records of Harris County, Texas, and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true and correct copies of the following described documents attached hereto:

(A). Window replacement guidelines

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, the 19 day of November, 2013.

*Farelyn Mann*  
Farelyn Mann, Secretary of  
Post Oak Lane Townhome Owners Assoc., Phase II  
a Texas non-profit Corporation

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122

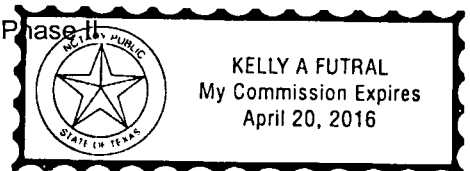
THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19<sup>th</sup> day of November, 2013, by Farelyn Mann, Post Oak Lane Townhome Owners Association, Phase II, 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: Post Oak Lane Townhome Owners Association, Phase II  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074

JJ




RP 089-68-2200

**RESOLUTION OF BOARD OF GOVERNORS**  
*POST OAK TOWNHOME OWNERS ASSOCIATION - PHASE II*

After much discussion and deliberation of the recommendations of the Window Committee concerning the policies in place and those proposed for replacement by the vendors and installers proposed, the Board of Governors has adopted the attached guidelines to detail and clarify its window policy. The board also adopted the deadline of September 30, 2008, for any replacement costs which the homeowner expects the Association to bear. (This deadline was announced at the annual meeting of homeowners held at The Forum on March 11, 2008.)

Attest:

  
3/26/2008  
Donald R. Vernon  
Jeanette Marie  
Rebecca M. Fickente

RP 089-68-2201

**POLTOA Replacement Windows  
Specifications  
March 11, 2008**

**Material**

1. Aluminum (R-100, Custom Windows)
2. Low-e glass
3. Double-paneled
4. No tints

**Finish**

1. Mill finish – aluminum color on all windows, except
2. White powder coat on rear sliding windows on 2<sup>nd</sup> floor of townhomes and 3<sup>rd</sup> floor of quads

**Design conversion**

<b>CURRENT</b>	<b>PROPOSED</b>
1. Single-hung, divided lites	Single-hung, divided lites, grid same size as original
2. Casement, divided lites	Single-hung, divided lites, grid same size as original
3. Casement, diamond lites	Single-hung, no lites
4. Picture window, diamond lites	Picture or single-hung, no lites

**Vendors**

1. Window manufacturer – Custom Windows, [www.custom-windows.net](http://www.custom-windows.net)  
Mike Shoemaker, owner
2. Installer - Blackmon Contracting, Inc., Craig Blackmon

**Warranties**

1. Custom Windows – lifetime for frame, function and fogging between glass. No glass breakage

**Acceptable Upgrades to Windows (At An Additional Cost)**

1. Thermal-break (T-110, Custom Windows)
2. Storm windows on sliders
3. Double-hung
4. No argon or other gas fill

***Replacement Procedure***

1. Requests to install new windows are to be submitted for ARC approval through the management company
2. Windows and installation will be paid for by the co-owner
3. All new windows must be purchased from and installed by the above vendors
4. Sliding doors and French doors are not windows – these must have ARC approval, as stated in previous policy, and are replaced at owner's expense
5. Should the manufacturer and/or installer go out of business, it will be the responsibility of the Board of Governors to select new vendors

RP 089-68-2203

FILED FOR RECORD  
8:00 AM

NOV 27 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

NOV 27 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2  
notice  
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**SECRETARY'S CERTIFICATE**  
**Post Oak Lane Townhome Owners Association, Phase II**  
**A Texas Non-Profit Corporation**

**Resolution Regarding Payment Agreements**

The undersigned, being the duly elected, qualified and acting Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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 May 20, 2014.

WHEREAS, the Association is responsible for governance and maintenance of Post Oak Lane Townhome Owners Association, Phase II as described in the "Declaration of Covenants, Conditions and Restrictions" filed under County Clerk's File Number E0330332, Volume 16, Page 15, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"); and

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

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

WHEREAS, there is a need for a policy with regard to payment agreements administered by Management on behalf of Post Oak Lane Townhome Owners Association, Phase II,

AND WHEREAS, the Board of Directors of Post Oak Lane Townhome Owners Association, Phase II, wish to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Post Oak Lane Townhome Owners Association, Phase II 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.

HP 092-49-0074



RP 092-49-0075

- 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.

*Farolyn Mann*  
 Farolyn Mann, Secretary for  
 Post Oak Lane Townhome Owners  
 Association, Phase II  
 a Texas Non-Profit Corporation

1 OR  
1 ll

Date *July 15, 2014*

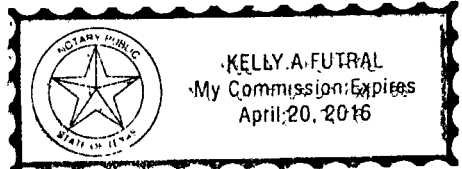
THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the *15* day of *July*, 2014, by *Farolyn Mann*, Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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: Post Oak Lane Townhome Owners Association, Phase II  
 c/o Creative Management Company  
 8323 Southwest Freeway, Suite #330  
 Houston, TX 77074



HP 092-49-0876

FILED FOR RECORD  
8:00 AM

AUG 19 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

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AUG 19 2014



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2-  
Notice  
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**SECRETARY'S CERTIFICATE  
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II  
A Texas Non-Profit Corporation**

**Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions**  
*(this policy replaces in its entirety the policy filed under file number 2008041080 on February 3, 2009)*

The undersigned, being the duly elected, qualified and acting Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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 Governors (the "Board") at a duly called meeting held on July 15, 2014.

WHEREAS, the Association is responsible for governance and maintenance of Post Oak Lane Townhome Owners Association, Phase II as described in the "Declaration of Covenants, Conditions and Restrictions for Post Oaks Lane Townhomes, Phase II", filed under County Clerk's File Number E033032, Volume 16, Page 15, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration").

kel

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 to amend the policy with regard to assessments for violation of the rules and regulations and deed restrictions of Post Oak Lane Townhome Owners Association, Phase II; and the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, provided a draft copy of the policy to all owners and invited comment from all owners,

AND WHEREAS, the Board of Governors of Post Oak Lane Townhome Owners Association, Phase II, wishes to make this policy a matter of record,

NOW THEREFORE, BE IT RESOLVED, the Board of Governors on behalf of Post Oak Lane Townhome Owners Association, Phase II sets the policy as follows:

The First Notice will be sent to the unit owner stating the nature of the violation and advising the owner that he has the right to request a hearing before the Board of Governors. Said request for a hearing must be received in writing within 30 days from the date of the letter. It will also advise him that a violation assessment in the amount of \$300.00 per notice will be imposed if the violation is not cured. If said violation is not cured within 30 days, the unit owner will be sent a Second Notice;

*Resolution Regarding Assessments for Violation of Rules & Regulations and Deed Restrictions  
Post Oak Lane Townhome Owners Association, Phase II*

RP 092-49-0884

The Second Notice, and each notice thereafter, will impose a violation assessment in the amount of \$300.00 for each infraction of the Deed Restrictions for Post Oak Lane Townhome Owners Association, Phase II;

Should the violation not be cured after processing the Second Notice and assessing a violation assessment, the Unit and Violation will be discussed among the Members of the Board at a Board of Governors Meeting in order to determine the next step to be taken in deed restriction enforcement.

If said violation is not cured upon imposing the initial violation fine, the Association will follow through with any remedy available to have the violation corrected, this will include, but not be limited to, employing an attorney to file a lawsuit against the owner.

Payment for all costs incurred will become the responsibility of the owner.

*Farolyn Mann*  
Farolyn Mann, Secretary for  
Post Oak Lane Townhome  
Owners Association, Phase II  
a Texas Non-Profit Corporation  
*July 15, 2014*  
Date

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THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 15 day of July, 2014, by Farolyn Mann, Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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: Post Oak Lane Townhome Owners Association, Phase II  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074

✓✓



RP 092-49-0005

RP 092-49-0006

FILED FOR RECORD  
8:00 AM

AUG 19 2014

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
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THE STATE OF TEXAS  
COUNTY OF HARRIS

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County, Texas

AUG 19 2014



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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Notice  
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SECRETARY'S CERTIFICATE OF  
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II  
(SUPPLEMENTAL RULES AND REGULATIONS)

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The undersigned, being the duly elected, qualified, and acting Secretary of Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation (the "Association"), the corporation set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II" recorded in Volume 16, Page 15, et seq., of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as the "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 May 17, 2016, with at least a majority of the Board of Directors being present, the Supplemental Rules and Regulations attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 17 day of May, 2016.

POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II, a Texas non-profit corporation

By: Farolyn Mann  
Farolyn Mann, Secretary

EXHIBIT "A"

**SUPPLEMENTAL RULES AND REGULATIONS OF  
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II**

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THESE SUPPLEMENTAL RULES AND REGULATIONS SUPPLEMENT THOSE CERTAIN RULES AND REGULATIONS DATED FEBRUARY 20, 1990, AND FILED ON FEBRUARY 17, 2006, AS EXHIBIT "D" UNDER HARRIS COUNTY CLERK'S FILE NO. Z098868 (REFERRED TO HEREIN AS THE "RULES"). THE RULES SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS SPECIFICALLY SET FORTH HEREIN BELOW.

---

The Rules are hereby amended by adding the following provision titled "Parking":

**PARKING**

No vehicles that extend past the edge of the roof of the carport spaces shall be permitted to park in the carport spaces located at the back of the buildings. All vehicles that are too long to fit in the designated parking spaces must be parked outside of the property. The Board of Directors shall, in its sole discretion, determine if a vehicle complies with the foregoing requirements.

A vehicle shall not be parked so far forward in parking space that the vehicle impedes access to patios, stairs, or any other methods of ingress or egress.

FILED FOR RECORD  
8:00 AM

MAY 25 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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas

MAY 25 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



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**CERTIFICATE OF CORPORATE RESOLUTION  
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II  
(INSURANCE DEDUCTIBLE)**

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THIS CERTIFICATE OF CORPORATE RESOLUTION (INSURANCE DEDUCTIBLE) HEREBY AMENDS AND REPLACES IN ITS ENTIRETY THAT CERTAIN CERTIFICATE OF CORPORATE RESOLUTION (INSURANCE DEDUCTIBLE) RECORDED ON MAY 27, 2009, UNDER HARRIS COUNTY CLERK'S FILM CODE NO. 206038 OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS.

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The undersigned Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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 December 13, 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 "Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II" recorded in Volume 16, Page 15, et seq., of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), the Association is responsible for administering the Post Oak Lane, Phase II 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; and (ii) 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 to 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.

POST OAK LANE TOWNHOME OWNERS  
ASSOCIATION, PHASE II, a Texas non-profit  
corporation

x *Faithy Mann*, Secretary  
Faithy Mann, Secretary

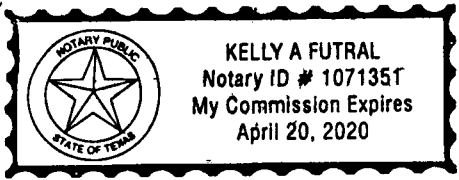
STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this 13<sup>th</sup> day of December, 2016 by Errolyn Moon, Secretary of Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation, on behalf of such corporation.

19N  
1EE 5I



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

8:00:00 AM

Monday, December 19, 2016

*Star Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Monday, December 19, 2016



*Star Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II  
(DOCUMENT RETENTION)**

The undersigned Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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 Sept. 8, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II" recorded in Volume 16, Page 15 in 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 Post Oak Lane Townhomes, Phase II (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

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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.

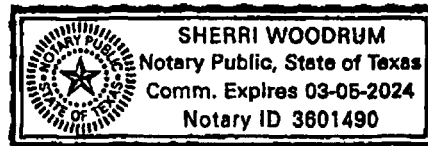
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II, a Texas non-profit corporation

By: *Leigh Wilson*  
LEIGH WILSON, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on this 23 day of Sept. 2021, by *Leigh Wilson*, Secretary of Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation, on behalf of said corporation.

*Sherrri Woodrum*  
Notary Public - State of Texas



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

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2021-646736

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
POST OAK LANE TOWNHOME OWNERS ASSOCIATION, PHASE II  
(RECORD PRODUCTION AND COPYING)**

The undersigned Secretary of Post Oak Lane Townhome Owners Association, Phase II, 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 Sept 18, 2021, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II" recorded in Volume 16, Page 15 in 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 Post Oak Lane Townhomes, Phase II (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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) business day after the date notice under this section is given.
- C. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours. The requesting party shall identify the books and records for the 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 (30<sup>th</sup>) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) business day after the date the final invoice is sent to the owner, may be added to the owner's account with the 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 (30<sup>th</sup>) 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.

**POST OAK LANE TOWNHOME OWNERS  
ASSOCIATION, PHASE II, a Texas non-profit  
corporation**

By: *Leigh A. Wilson*  
**LEIGH WILSON, Secretary**

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this 23 day of Sept. 2021, by *Leigh A. Wilson*, Secretary of Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation, on behalf of said corporation.

*Sherril Woodrum*  
Notary Public - State of Texas



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Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Tenesia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

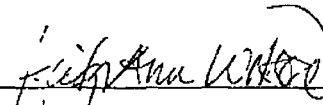
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**SECRETARY'S CERTIFICATE OF  
POST OAK LANE TOWNHOME  
OWNERS ASSOCIATION, PHASE II  
(WINDOW SPECIFICATIONS AND WINDOW MANUFACTURERS)**

The undersigned, being the duly elected, qualified, and acting Secretary of Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation (the "Association"), the corporation set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions for Post Oak Lane Townhomes, Phase II" recorded in Volume 16, Page 15, et seq., of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as the "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 Sept 8, 2021, with at least a majority of the Board of Directors being present, the Window Specifications and Window Manufacturers 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 23 day of Sept, 2021.

**POST OAK LANE TOWNHOME OWNERS  
ASSOCIATION, PHASE II, a Texas non-profit  
corporation**

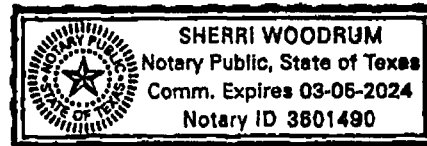
By:   
LEIGH WILSON, Secretary

RP-2021-646738

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 23 day of Sept. 2021, by [Signature], Secretary of Post Oak Lane Townhome Owners Association, Phase II, a Texas non-profit corporation, on behalf of said corporation.

[Signature]  
Notary Public - State of Texas



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# POST OAK LANE TOWNHOME OWNERS ASSN.- PHASE II

## Window Specification

1. Windows must meet current Energy Star and IECC standards (see attachment).
  - a. Minimum double pane. Triple pane is also allowed.
  - b. Low Solar Gain, low-E glass.
  - c. Improved frame construction such as warm edge or thermally improved.
  - d. Both metallic and non-metallic (fiberglass, vinyl, composite) windows are allowed, as long as they meet energy performance criteria.
2. Windows must be installed to manufacturer's requirements. In addition, they need to be built and installed to latest FGIA (formerly AAMA) certified standards, including 2400-XX (nail-on windows) and 2410-XX (flush-fin windows), as applicable. Note that these standards are a minimum requirement, with additional guidelines possibly required based on manufacturer's recommendations.
3. Only narrow frame or slimline profile style windows may be used.
4. Window style and grid patterns must be similar to window being replaced, specifically for quad units in buildings A, B, C, and E. However, for units in other buildings, alternate styles, such as a substitution for the diamond pane style windows, are optional and may be accepted (apply for a variance).
5. Standard window color shall be white, specifically for quad units in buildings A, B, C, and E. However, for units in other buildings, alternate colors are optional and may be accepted (apply for a variance).
6. Standard window construction shall be single-hung, per current construction. However, double-hung windows are optional.

## Window Manufacturers

The following window manufacturers have a product line of windows which meet the above criteria.

- Jeld-Wen
- Milgard (now owned by MI Windows)
- Simonton
- Ply-Gem
- Window World

Note that other window manufacturers may be accepted, as long as they meet the window specifications as detailed above.

EXHIBIT "A"

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*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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