

Riverbrook Community Improvement Association

Nuisance Guidelines clarification of Restrictive Covenants

All members of the Riverbrook Community Improvement Association dba Riverbrook Forest Hills Property Owners Association (the Association) shall find the following guidelines set forth from the Restrictive Covenants for Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills Square, Riverbrook Forest Hills Green, Riverbrook Forest Hills A (the Community). The Association Board of Directors presents the following situations to be considered clarification of nuisances to the Community.

STORAGE OF AUTOMOBILES, TRAILERS, BOATS AND OTHER VEHICLES

No boats of any type, trailers of any type, campers, mobile homes, and/or commercial vehicles of any character may be permanently parked or stored on any driveway or street. Any such vehicle, parked or stored for a period in excess of twelve (12) cumulative hours during any 7-day period, shall be deemed to have been parked or stored in a permanent manner. Such vehicle may, however, be parked and stored in garages or behind a fence.

Motor vehicles that are inoperable, (herein defined to mean not in a running order), or that have expired tags and/or inspection stickers may not be parked or stored on any driveway or street for any period of time. Such vehicles may, however, be parked or stored in garages or behind a fence.

The streets in our Community are public access streets governed by the laws of the Public Safety Commission. As such, we are all expected to obey the laws about not driving ATVs, 4-wheelers, go-carts, golf carts, or any other off roadway vehicles on our Community's streets.

MAINTENANCE OF OUR COMMUNITY'S APPEARANCE

The exterior of our homes must be kept in good repair. Paint shall not be faded or peeling. Roofs shall be kept free of debris and replaced as deemed necessary. Gutters shall be securely attached to the home. Garage doors shall be kept intact and in good working order.

Windows shall not be broken, cracked, and/or taped. No foil shall be placed on windows. UV-blocking film may be used as long as it is in a neat manner – no bubbles or creases. No paper or sheeted cloth covering shall remain in windows.

Mailboxes shall be kept in good repair.

Driveways shall be kept free from debris and trash.

Barbeque pits/smokers shall be stored behind your fence when not in use.

Firewood shall be stored neatly behind the front lot building line.

Animal houses shall be stored behind your fence.

Holiday lights and/or decorations shall not be displayed more than two (2) weeks before the holiday and shall be removed no later than two (2) weeks after the holiday.

Trees and shrubs shall be kept trimmed and maintained in good order. Yards shall be maintained on a regular basis to present a neat appearance.

No lot is a dumping ground for rubbish. Trash, garbage, and other waste are to be kept in metal or plastic bins out of public view, until designated trash days. They are to be out of view the same day, when emptied.

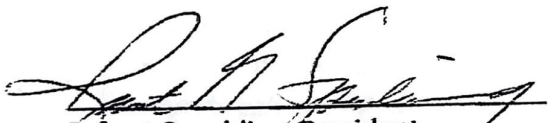
No commercial signs, billboards, or advertisements of any kind shall be displayed in public view on any lot, or any reason, unless the Architectural Committee approves of such signs. The exceptions are: real estate for sale signs which must be removed immediately after the sale of the property, and garage sale signs which must be removed after the end of the sale.

No fence or wall may be erected nearer to the front property line than the front building line. Fences or walls must be maintained and kept in a neat manner. Missing pickets, boards, or bricks must be repaired immediately.


Livestock

No livestock or poultry of any kind shall be raised, bred, or kept for commercial purposes. Cats, dogs and other common domestic pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. No more than two (2) of any type of animal shall be kept. All pets shall be kept in a humane manner. All pets are to be kept in such a manner as to not cause them to be noisy to the degree that it disturbs your neighbors. All pets shall be kept under restraint in public view.

Adopted this 30th day of April, 2009, by a quorum of property owners at the Second Quarter, 2009, Riverbrook Forest Hills Property Owners Association meeting.


Robert Spaulding, President
Riverbrook Community Improvement
Association dba Riverbrook Forest Hills
Property Owners Association

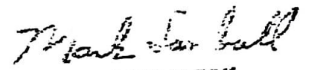
Attested:


Anne Wilkerson, Secretary
Riverbrook Community Improvement
Association dba Riverbrook Forest Hills
Property Owners Association

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify 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 at
Montgomery County, Texas.

FILED FOR RECORD

09 JUN 19 PM 4:42


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

JUN 19 2009




County Clerk
Montgomery County, Texas

**RIVERBROOK COMMUNITY IMPROVEMENT ASSOCIATION dba
RIVERBROOK FOREST HILLS PROPERTY OWNER'S ASSOCIATION**

DEED RESTRICTION ENFORCEMENT POLICY

PURPOSE

To adopt a policy which addresses the uniform enforcement of deed restrictions by Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green.

SCOPE

This policy applies to all members of Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green and all lots, which are subject to the Declaration of Covenants, Conditions and Restrictions for Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green, a subdivision in Montgomery County, Texas, and any Amendments thereto:

REFERENCES

Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green.

The Riverbrook Community Improvement Association By-Laws.

All other governing documents for Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green, including but not limited to any published rules, regulations, guidelines and resolutions.

Texas Property Code Chapter 209 – Residential Property owner's Protection Act.

Definitions

Deed Restriction: The Architectural Control provisions, maintenance and repair provisions, and use restrictions provisions in the Conditions and Restrictions of Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green.

Inspector: A person officially appointed to make inspections and report to designated members of the Riverbrook Forest Hills Board of Directors, the Architectural Control Committee members, or their assigns . The Inspector could include a property management company.

Maintenance: To repair or replace to an operational, functional and aesthetically pleasing condition.

Violation: An act or condition, or lack of maintenance, willful or not, by property owners or tenants, that causes a property or its improvements to be in non-compliance with the Deed Restrictions of Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green.

Policy

The policy for enforcement of Deed Restrictions by the Riverbrook Community Association (the 'Association') is as follows:

Owner's Address:

Each owner shall notify the Association in writing, at all times, of their current mailing address. Inspector or his designee has the authority to automatically order a title search, at the owner's expense, whenever mail sent to the owner by the inspector or their designee is returned by the post office as undeliverable. The inspector can do the same if they believe the ownership of the affected property has changed. Any costs incurred by the Association in determining or attempting to determine ownership of the property and locating the owner of the property shall become charges due against the owner's lot. Deed Restriction violation enforcement shall not cease solely because notices are returned by the post office.

Notification:

Following a Deed Restriction inspection and violation verification, a resident in violation of the Deed Restrictions shall receive notification of the violation as follows:

First Letter:

Upon inspection of the violation, a letter shall be sent via regular mail to notify owner and tenant (if applicable) of the violation of the Deed Restrictions and to request correction of the violation within 30 days of the date of the letter.

Owner and tenant (if applicable) shall be advised to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if further information is needed.

Second Letter:

Upon inspection a second letter shall be sent, certified return receipt requested, and regular mail, to notify owner and tenant (if applicable) of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This certified letter will include:

- 1. A description of the violation**
- 2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation and that attorney fees and costs will be charged if the violation continues.**
- 3. A notice to the owner that they may request a hearing on or before the 30th day after the date the owner receives the notice.**
- 4. A notice of a \$25.00 (if a homeowner) and a \$35 (if an absentee property owner) charge will be assessed to the owner's account if the violation still exists on the next inspection.**
- 5. Language to indicate that, if a hearing is not requested and the violation is not cured by the 30th day, all attorney's fees, related expenses and cost incurred by the Association shall be charged to the owner's account.**

Third Letter:

Upon subsequent inspection, a letter shall be sent regular mail to notify owner and tenant (if applicable) of the failure to correct the violation and to request correction of the violation.

The owner will be advised that a \$25.00 charge will be assessed to their account if the violation exists after the designated date in the letter, if a hearing has not been requested.

The letter will further advise that it is the intent of the Association to turn the violation over to the Association's attorney, if not corrected, and that all attorney's fees and costs incurred will be charged to the owner's account.

Owner and tenant (if applicable) will be advised to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if further information is needed.

Owner and tenant (if applicable) will be given the opportunity to be heard at the next regular meeting of the Board of Directors for the Riverbrook Forest Hills Property owners Association.

Board of Directors Hearing:

The Board will make a determination as to whether the violating owner is to be turned over to the Association's attorney following either the hearing requested by the owner or the deadline expiration to request such a hearing. The Board of Directors of Riverbrook Forest Hills Property Owners Association has the discretion to consider special circumstances applying to the owner and tenant (if applicable).

If a Hearing has been requested, the Board of Directors must make arrangements for it to be held no later than 30 days after the date that the Board or the property management company received the written request.

The owner must be notified of the date, time, and place for the hearing no later than 10 days prior to the hearing date.

Either party may request a 10-day postponement and additional postponements may be made by mutual agreement.

Fourth Letter:

Upon subsequent inspection, the letter will notify the owner of the decision of the Board of Directors as to what action will be taken to remedy the violation. There will be a charge of \$35.00 applied to the owner's account. A statement of charges will be mailed to the last known address as reflected on the Association's records.

Demand Letter:

If the violation is referred to the Association's attorney for a demand letter, the violation will remain on the inspection list until final resolution of the violation. A photograph may be taken of the violation on any inspection thereafter, if required by the Association's attorney.

Once the Board of Directors has referred the violation to an attorney, no further correspondence or communication is to be made to the Board of Directors or the property management company.

Any and all attorney fees association with the Demand for violation correction and collection of the associated fees shall be imposed on the owner's account and immediately becomes eligible for collection.

Recurring Violator:

The Board of Directors has the discretion to impose a fine immediately upon written notice of a similar violation within six (6) months of the original violation, so long as the owner received the third notice letter. The recurring violator is not entitled to an opportunity to avoid the fine by curing the violation. The fine for recurring violations shall be no less than \$50.00.


Forced Maintenance:

As authorized by the Riverbrook subdivision, Riverbrook Sherbrook, Riverbrook Forest Hills, Riverbrook Forest Hills A, Riverbrook Forest Hills Square B and Riverbrook Forest Hills Green Deed Restrictions, the Association reserves the right to cure the violations, after appropriate notice, and to charge to owner for the cost of such work.

Law Suit Filing:

The Notice and Hearing provisions stated herein do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

Adopted this 30th day of April, 2009.


Robert Spaulding, President
Riverbrook Community Improvement
Association dba Riverbrook Forest Hills
Property Owners Association


Anne Wilkerson, Secretary
Riverbrook Community Improvement
Association dba Riverbrook Forest Hills
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