

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
RIVER OAKS COUNCIL OF CO-OWNERS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Authorized Representative of River Oaks Council of Co-Owners ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby amends and supplements those certain instruments entitled "Notice of Dedicatory Instruments for River Oaks Council of Co-Owners", "Supplemental Notice of Dedicatory Instruments for River Oaks Council of Co-Owners" and "Supplemental Notice of Dedicatory Instruments for River Oaks Council of Co-Owners" respectively filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. U878011, 20120209015 and 20120437907 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

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

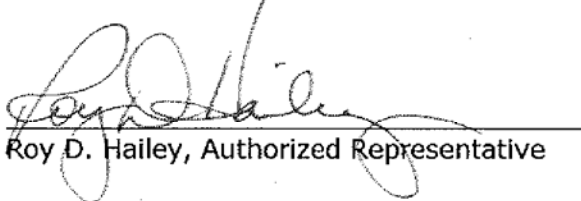
Certificate of Secretary of Resolution of Board of Directors of River Oaks Council of Co-Owners adopting "Rules of River Oaks Council of Co-Owners".

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

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

Executed on this 31st day of December, 2014.

RIVER OAKS COUNCIL OF CO-OWNERS 10R

By: 
Roy D. Hailey, Authorized Representative

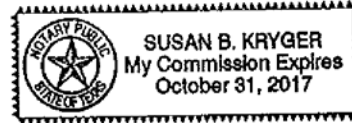
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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31st day of December, 2014 personally appeared Roy D. Hailey, Authorized Representative of River Oaks Council of Co-owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



ER 064 - 74 - 0146

CERTIFICATE OF SECRETARY
of
RESOLUTION OF BOARD OF DIRECTORS
of
RIVER OAKS COUNCIL OF CO-OWNERS
adopting
"RULES OF RIVER OAKS COUNCIL OF CO-OWNERS"

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, ROBERT L. BOYTE, Secretary of River Oaks Council of Co-Owners, a Texas non-profit corporation (the "Council"), do hereby certify at a duly called meeting of the Board of Directors of the Council ("Board of Directors") held on the 18th day of December, 2014 with at least a majority of the directors being present thereat and remaining throughout and being duly authorized to transact business, the following resolutions were duly made and approved:

WHEREAS, on or about August 17, 1978, that certain instrument entitled "River Oaks Gardens Declaration of Condominium" was duly recorded in Volume **1EE** 76, Page 91, *et seq.* of the Condominium Records of Harris County, Texas thereby creating the River oaks Gardens Condominium ("Declaration");

WHEREAS, Article IV (3) of the Articles of Incorporation of the Council provides one of the purposes of the Council is to exercise all the powers and perform all duties of the Council as agent for all members in accordance with the Declaration;

WHEREAS, Article III, Section 3.1 of the Declaration likewise provides the affairs of River Oaks Gardens shall be administered by the Council and further that the "business and affairs of the Council shall be managed by its Board of Directors";

WHEREAS, Article II, Section 2.5 of the Declaration specifically provides as follows:

Section 2.5 Additional Provisions. The Council, by provisions of its By-Laws or by Rules enacted by a majority vote of the Board which are not in conflict with the provisions hereof, may provide such additional rules and regulations for use of the Common Elements and Limited Common Elements, the Units and Parking Spaces as are necessary or desirable in the judgment of the Council for the operation of the Condominium provided such By-Laws and Rules shall be applicable to the Common Elements and the Units as though set forth herein at length.

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WHEREAS, Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "TUCA") provides the board of directors of a condominium unit owner's association (unless otherwise provided in its declaration) has the power to "adopt and amend rules relating to the use, occupancy, leasing, or sale, maintenance, repair, modification, and appearances of the units and common elements to the extent the regulated actions affect common elements or other units".

NOW, THEREFORE, BE IT RESOLVED that the attached "Rules of River Oaks Council of Co-Owners" are hereby adopted, which revoke and supersede in all respects the original "Amended Rules and Regulations concerning Use and Occupancy of River Oaks Gardens Condominiums" as well as the "Architectural Design Standards for River Oaks Gardens" that are an attachment to the "Notice of Dedicatory Instruments for River Oaks Council of Co-Owners" recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. U878011, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

I certify that I am the duly elected, qualified and acting Secretary of the Council and that the foregoing resolutions were approved as set forth above and now appear in the books and records of the Council.

TO CERTIFY WHICH WITNESS MY HAND on this 18th day of December, 2014.

RIVER OAKS COUNCIL OF CO-OWNERS

By: Robert L. Boyte

Printed: ROBERT L. BOYTE

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of December 2014 personally appeared Robert Boyte, Secretary of River Oaks Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



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

RULES OF RIVER OAKS COUNCIL OF CO-OWNERS

The following Rules are intended to clarify and supplement the use restrictions set forth in the River Oaks Gardens Declaration of Condominium (the Declaration). They also implement the authority granted to the Board of Directors of the River Oaks Council of Co-Owners (the Board) by the Declaration to provide such additional rules for the management and administration of the Condominium Regime and the use of the Common Elements, Limited Common Elements, Units and Parking Spaces as the Board deems necessary or desirable for the operation of the Condominium.

The terms used in these Rules shall have the same definition as those used in the Declaration unless otherwise noted.

"Property Manager" shall mean the individual or entity retained by the Board to manage the Condominium.

All Residents (which are defined as Owners, tenants, lessees, or any other person living on the property) must comply with the terms of the Declaration, the By-Laws and these Rules.

General Rules

1. All Units shall be used for residential purposes only; that is, to house persons and their personal belongings. Except for leasing or rental, no Unit shall be used for any commercial, business, or professional purpose including retail or warehousing operations, maintaining a professional library or keeping professional records or accounts. Any business operation which involves regular consultation with clients at a Unit is prohibited.

2. Owners are responsible for the actions of their guests, their tenants and their tenant's guests and will be charged for any damage to the Condominium, the Council's property, the Common Elements or Limited Common Elements caused by the Owner, their guests, invitees, visitors, renters, tenants, or any person present on the property with the consent of the Owner.

3. Residents are prohibited from giving gate keys, codes, combinations remote controls or any other means of access to the Common Elements to any contractor, delivery person, repair person, moving company or any other individual or company performing any service on the Condominium property.

4. All service individuals or companies **MUST** sign in at the Courtesy Office in order to gain access to the Condominium property and must sign out when they leave. Individuals or companies who violate this rule may be barred from the property and/or reported to the police for trespassing. This provision does not apply to emergency repairs to plumbing or air conditioning.

5. No activity is permitted which violates any City, County, State or Federal law, ordinance or regulation.

Insurance

1. Each Owner or renter is responsible for obtaining a "homeowner's", "renter's" or other appropriate insurance policy covering all personal property in a Unit.

2. Under the Declaration, Owner's are responsible for maintaining and repairing damage to the interior surfaces and furnishings of their Unit. Accordingly, insurance policies must include coverage for damage or loss to all improvements, including, but not limited to, interior walls and wall covering, floors and floor covering, windows, doors, appliances, cabinets and all other parts of a Unit that are not Common Elements.

3. Owners are responsible for repairing any damage to another Unit or to the Common Elements or Limited Common Elements caused by anything in their Unit including, but not limited to, appliances, commodes, hot water heaters, or air conditioning units, or by any plumbing, pipes, fixtures, connections or other utilities that serve only that Owner's Unit.

4. Additional provisions regarding Deductibles, Claims Procedures and other matters related to Insurance Policies maintained by the Council can be found in Appendix "A" which is attached to and forms a part of these Rules.

Personal Conduct

1. No Resident shall engage in or permit any activity which disturbs, annoys or creates a nuisance for other Residents. This includes, but is not limited to, excessively loud: noises; voices; stereos; televisions; radios; or musical instruments.

2. Any construction or remodeling activity by contractors before 8:00am or after 6:00pm on weekdays or at any time on weekends is considered a nuisance under these Rules and is absolutely prohibited.

3. Public intoxication, disorderly conduct, physical violence, and obscene or abusive language are not permitted. Residents should report any such conduct to the police for appropriate action.

4. Unlawful public display or discharge of firearms is strictly prohibited.

5. Firecrackers, and/or any other fireworks are strictly prohibited.

6. If a Resident has a complaint about noise or loud, disturbing or objectionable conduct from another Unit or Resident, they should first address the person responsible and ask that they comply with these Rules. If the disruption or noise continues, the Resident should report the disturbance to the appropriate municipal authority and to the Property Manager in writing.

Trash Removal

1. Trash will be picked up in front of each Unit on Monday, Wednesday and Friday mornings, or on such other days as the Board may determine. All trash must be bagged or otherwise placed in a container. TRASH MAY NOT BE PLACED OUTSIDE BEFORE 5:00 a.m. ON THE MORNING OF PICK-UP.

2. No un-bagged waste, including but not limited to, plant material, ashes, refuse, debris or cigarettes shall be deposited or left by any Resident in any Common Area, including but not limited to sidewalks, lawns, flower beds, planting areas, parking lots or the pool area

3. No furniture, appliances, construction debris or other non-household trash may be placed in the dumpsters or in the dumpster enclosures.

Outside Appearance

1. PRIOR WRITTEN APPROVAL OF THE BOARD IS REQUIRED FOR ANY AND ALL CHANGES OF ANY NATURE MADE TO THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS OR THE EXTERIOR OF ANY UNIT, INCLUDING BUT NOT LIMITED TO, DOORS, WINDOWS, WINDOW SCREENS, LIGHT FIXTURES, FENCES, STORAGE SHEDS, PATIOS, BALCONIES, PLANTINGS OR PARKING SPACES.

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2. The Property Manager does not have authority to grant approval without prior Board consent. Failure to obtain written Board approval may result in the Owner being required to remove unapproved changes and/or restore the property to its original condition at the Owner's sole expense.

3. These provisions do not apply to changes made before the effective date of these Rules if they were made in compliance with the Declaration and prior Rules. However, any and all future changes of any nature must fully comply with all the requirements of these Rules

4. In addition to any other remedy provided by law or in these Rules, the Board may file a Notice of Non-Compliance in the property records of Harris County against the Owner responsible for unapproved changes. This Notice will state that the Owner has violated these Rules and is responsible for any and all expenses incurred by the Council to maintain and/or replace the unapproved changes. The notice will constitute a lien on the Owner's unit and will transfer to subsequent Owners until such time as the property is restored to its original condition either by the Owner or by the Council at the Owner's expense. The Owner will be responsible for all legal fees, court costs and filing expenses incurred by the Council as a result of filing this Notice

5. No advertising signs, for rent signs or for sale signs are permitted.

6. No clotheslines, bedding, towels, clothing, trash, mops or other unsightly objects may be visible on any fence, Patio Area or Balcony.

7. No Resident shall install or cause to be installed on the exterior of any building, on the walls of any building, out the windows of any Unit, or on the roof of any building, any wiring for electrical, telephone, television, radio, or cable service or for any other purpose except with the prior written approval of the Board. No radio or television antennas, satellite dishes, or other equipment may be installed on Common Elements.

8. Window fans and window air conditioners are not permitted.

9. Window treatments must be maintained and kept in working order by the Resident. No cardboard, sheets, foil, paper, or similar materials are allowed in any window or door.

10. All broken or cracked windows or torn window screens must be replaced within 10 days of written notice from the Board.

11. Exterior light bulbs must be white.

12. Holiday decorations are permitted provided they are not attached to any Common Element. Decorations are permitted two weeks prior to a holiday but must be removed within one week after the holiday. The only exception to this rule is Christmas decorations, which may be put up after Thanksgiving, but must be removed by the end of the first week of January.

Balconies

1. Balconies are Limited Common Areas subject to the oversight of the Board as set forth in the Declaration and in these Rules.

2. Balconies may not be enclosed, repainted or remodeled.

3. Balconies may not be used for storage and must be kept neat and clean at all times. Only outdoor furniture and plants are allowed on balconies without prior written approval of the Board. Furniture must be in good condition and the plants must be alive. No awning, shade, curtain or umbrella may be placed on a Balcony without the prior written approval of the Board. Lights may not be attached to any portion of a balcony or balcony railing.

4. All potted plants, planters, window boxes or hanging baskets MUST have saucers or other suitable containers beneath them to prevent damage to the Common Elements and Limited Common Elements and to prevent run off to Patio Areas below. Window boxes may not be attached to or hung from Balcony railings.

5. No dirt, trash, debris or other objects of any nature may be swept or thrown from Balconies.

6. No flammable or hazardous materials may be used or stored on Balconies, including but not limited to, torches, lanterns, fire pits, woks, broilers, chimineas, fire rings, barbecue pits or grills.

7. The City of Houston Fire Code prohibits the use of any open flame cooking device (including barbecue pits, woks, grills, broilers, chimineas and fire rings) within 10 feet of combustible buildings, fences, doors, windows, decking, siding, etc. Barbecuing on Balconies is a violation of the City of Houston Fire Code and of these Rules and is strictly forbidden. Violators will be reported to the Fire Department or other appropriate Municipal Authority.

8. The use of electric grills, barbecues or other cooking equipment on Balconies is not permitted.

Patio Areas

1. Patio Areas are Limited Common Areas subject to the oversight of the Board as set forth in the Declaration and in these Rules.

2. Patio Areas may not be used for general storage and must be kept neat and clean at all times. No flammable or hazardous materials may be used or stored in Patio Areas, including but not limited to, torches, lanterns, fire pits, woks, broilers, chimineas, fire rings, barbecue pits or grills.

3. Trees may not be planted or grown in Patio Areas. Only potted plants are permitted. Patio Areas that have trees planted in them as of the effective date of these Rules are exempt from this provision, but existing trees on those Patio Areas may not be replaced and no new trees are allowed. Owners shall not allow trees planted in the Patio Area of their Unit to touch, damage or endanger the Common Elements and are liable for any damage caused by such trees.

4. No activity on or improvements to a Patio Area may damage fencing or the exterior surfaces of Buildings or interfere in any way with drainage patterns or water flow on the Condominium property.

5. The City of Houston Fire Code prohibits the use of any open flame cooking device (including barbecue pits, woks, grills, broilers, chimineas and fire rings) within 10 feet of combustible buildings, fences, doors, windows, decking, siding, etc. Barbecuing on Patio Areas is a violation of the Fire Code and of these Rules and is strictly forbidden. Violators will be reported to the Fire Department or other appropriate Municipal Authority.

6. The use of electric grills, barbecues or other cooking equipment on Patio Areas is not permitted.

Planting

1. No planting or gardening is permitted anywhere in the Common Areas, including the areas in front of each Unit, without the prior written approval of the Board. Unauthorized plantings may be removed and the area replanted at the Resident's expense.

2. Planters, flower boxes and potted plants may not obstruct stairways, walkways, exits or otherwise create a hazard or violate any safety or Fire Code.

3. If a Resident applies for and is granted permission to plant or garden in a portion of the Common Area, that Resident must agree to maintain the area in good condition (weeding, replacing dead plants, etc.) or the Board may rescind its approval and require the Resident to restore the area to its original condition at the Resident's expense.

Pets

1. Only domestic pets are allowed.

2. All pets must have and maintain all vaccinations and/or inoculations required by law.

3. Pets may not be raised, maintained, or bred for commercial purposes.

4. No more than 2 pets may be kept in a Unit.

5. **No pet may exceed 50 pounds in weight. Residents with pets that exceed this limit on the effective date these Rules are adopted are exempt from this provision but may not acquire additional pets or replace their current pet with one exceeding the weight limit set forth in this rule.**

6. All pets **MUST** be leashed when outside of a Unit and must be under the control of the owner at all times.

7. Residents are liable to all other Residents, their families, guests and invitees, for any personal injury or property damage caused by any animal brought or kept on the property by a Resident or by members of their family, tenants or guests. If the animal's owner is a tenant, the Owner of the Unit may also be held liable.

8. Any Resident who keeps a pet on the property shall be deemed to have indemnified the Council, each of its members, agents and other parties from any loss, claim, or liability of any kind or character whatsoever arising by reason of their keeping or maintaining such pet on the Condominium property.

9. Dogs may not be left unattended on Balconies or Patio Areas.

10. No pet shall be allowed to bark excessively or create an unreasonable disturbance. Residents who are disturbed by an animal should first contact the pet owner, and if unsuccessful, report the problem to the Property Manager, **in writing**. Dogs which physically threaten, attack or otherwise harm a Resident should also be reported to the Property Manager and the appropriate Municipal or County authority.

11. Pet owners are responsible for cleaning up after their pets and disposing of waste in the appropriate containers. Any damage caused to Condominium property or plantings by a pet shall be repaired at the pet owner's expense. If the pet owner is a tenant, the Unit Owner may also be held responsible.

Pool

1. **The pool and pool area are restricted to Residents and their guests. Residents must be physically present on the property in order for their guests to use the pool. The only exception to this rule is for guests who are staying at least one night with a Resident. In this case, the Resident must sign the overnight guest in at the Courtesy Office and specify how long the guest will be staying on the property.**

2. **All guests MUST sign in at the Courtesy Office BEFORE using the pool. Guests who do not sign in may be deemed trespassers on the property and may be ordered to leave and/or be reported to the police.**

3. Owners who rent their unit relinquish their rights to use the pool to their tenants.

4. **NO GLASS OF ANY KIND IS PERMITTED IN THE POOL AREA.**

5. **THERE IS NO LIFEGUARD ON DUTY. ALL SWIMMERS SWIM AT THEIR OWN RISK. NO DIVING IS ALLOWED.**

6. No persons with open wounds are allowed in pool.

7. Individuals who wear diapers must wear swim diapers when using the pool.

8. **NO PETS ARE ALLOWED IN THE POOL AREA.**

9. Residents are responsible for the actions and conduct of their guests. **Intoxication, disorderly conduct, nudity, obscene language and other inappropriate conduct are not permitted in the pool area.**

10. Residents **MUST** remove food, dishes, containers, cigarette butts and ashes or other refuse before leaving the pool area. All refuse is to be placed in the appropriate containers. No personal items of any kind, such as floats, towels, glasses, plates, silverware, grills or any other item may be left in the pool area. Items left in the pool area after hours will be removed and disposed of.

11. Pool gates must be kept closed at all times.

12. Standard swim wear is to be worn at all times.

13. Foreign objects may not be placed in the pool.

14. Pool furniture may not be removed from the pool area

15. **ALL CHILDREN UNDER 13 MUST BE ACCOMPANIED AT ALL TIMES BY AN ADULT 18 YEARS OR OLDER.**

17. **Pool hours are 6:00 a.m. to 9:00 p.m. Access to or use of the pool or pool area is not allowed when the pool is closed. Anyone accessing or attempting to access the pool or pool area after hours will be deemed a trespasser and reported to the police.**

18. **RESIDENTS OR GUESTS WHO FAIL OR REFUSE TO COMPLY WITH ANY OF THE RULES FOR USE OF THE POOL AND POOL AREA MAY BE BARRED FROM USE OF THE FACILITIES AT THE BOARD'S DISCRETION.**

Parking/ Motor Vehicles

1. Assigned Parking Spaces belong to the Unit to which they are assigned. The Resident or Unit Owner may allow guests to use their assigned Parking Space.

2. All Residents must register their vehicles at the Courtesy Office by providing the make, model and license plate number of the vehicle.

3. Except for brief periods (less than 30 minutes) Residents **MUST** park in their assigned Parking Space and leave the unassigned Parking Spaces available for guests or Residents with more than one vehicle, but only one assigned Parking Space. Vehicles violating this provision may be towed without notice and at the owner's sole expense.

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4. Owners who wish to "exchange/swap" Parking Spaces with another owner must provide the Board with a signed affidavit setting forth the terms of the agreement for the Council's records.

5. Only vehicles with valid license plates, registration and inspection stickers are allowed on the Condominium property. Vehicles displaying expired license plates and/or inspection or registration stickers, may be towed if they are on the property for more than 24 hours after a notice is placed on the windshield of the vehicle.

6. Except for assigned Parking Spaces, vehicles may not be stored anywhere in the Common Areas or Limited Common Areas. A vehicle is "in storage" if it has been in the same location for a continuous period of fifteen (15) days without prior written approval from the Board.

7. No trucks in excess of three-quarters of a ton, no commercial-type vehicles, campers, trailers, boats or recreational vehicles may be parked on the Condominium property.

8. At no time may vehicles be parked in a manner that blocks or impedes access to fire hydrants, marked fire lanes, walkways, or sidewalks. Vehicles violating this provision may be towed without notice and at the owner's sole expense.

9. Except for emergency repairs such as flat tires or dead batteries, no engine maintenance or mechanical repair to vehicles is permitted anywhere on the Condominium property.

10. Residents shall be liable for any damage to driveways, landscaping or other Common Elements caused by their vehicles or vehicles operated by their guests.

11. All moving trucks, vans or trailers **MUST** park outside the gates, as directed by the courtesy officer. Movers must carry furniture onto the property from that location. Vehicles violating this provision may be towed at the vehicle owner's expense.

12. THE SPEED LIMIT IN ALL PARKING LOTS IS 10 MPH.

13. ANY VEHICLE THAT VIOLATES ANY OF THESE PROVISIONS MAY BE TOWED WITHOUT NOTICE AND AT THE OWNER/OPERATOR'S SOLE EXPENSE.

Construction/Remodeling

1. Owners may paint, repaint, paper or otherwise decorate - **but may not structurally alter** - the interior surfaces (walls, ceilings, cabinets, fixtures) of their Unit without prior Board approval. A structural alteration as used in this rule means any action that alters the framing or structural integrity of a load bearing wall or doorway.

2. **No work on any Unit that involves alteration of the framing of a load bearing wall or doorway may be undertaken without the prior written approval of the Board. Requests for approval of such alterations MUST be accompanied by signed drawings from a Licensed and Registered Architect or Engineer.**

3. **It is the responsibility of the Owner to determine if proposed modifications or alterations will involve the framing of a load bearing wall or doorway. Notwithstanding any Board approval, the Owner will be liable for any and all damage to the Condominium, Common Elements, Limited Common Elements or other Units resulting from modifying or altering the framing of a load bearing wall or doorway.**

4. **No hard flooring of any kind (wood, tile, laminate, etc.) may be installed in any second floor Unit without prior written approval of the Board. In addition to any other condition imposed by the Board, Owners of second floor Units MUST install Board approved soundproofing under any hard flooring surface and MUST also cover no less than 80% of any approved hard flooring with carpet and pad.**

5. All work on a Unit must be undertaken in compliance with all applicable building codes and permitting requirements.

6. **Construction, repairs or remodeling of a Unit are only permitted between 8:00 am and 6:00 pm Monday through Friday. No work is allowed on weekends. Contractors who violate this rule may be barred from the property and reported to the police for trespassing. This provision does not apply to emergency repairs to plumbing or air conditioning.**

7. **All construction debris, refuse or dirt must be removed on a daily basis. Use of the Council's dumpsters is prohibited. Sweeping or washing sawdust, sheetrock dust, joint compound or any other construction dust or dirt or debris down the common drains inside or outside a Unit is strictly forbidden. Unit Owners will be**

responsible for the cost of cleaning or repairing drains damaged or blocked as a result of violating this Rule.

Leasing

1. Each Owner is responsible and legally liable for the conduct of all tenants, residents or guests of his or her Unit. The Council relies upon each Owner to thoroughly and properly screen all tenants. **Owners are prohibited from leasing Units to convicted felons.**

2. Any Owner renting his/her unit to others **MUST** include in his/her lease a provision stating that the terms of that lease are subject to Declaration, By-Laws and these Rules and that failure to comply with any provision of these documents will constitute default under the lease and be grounds for eviction.

3. Owners must make all leases in writing and send a copy of each lease to the Property Manager for the Association's records prior to move-in. Owners whose Units are already leased on the Effective Date of this Rule shall have 30 days after the Effective Date to supply the Property Manager with a copy of the lease.

4. All tenants **MUST** receive a copy of these Rules from the Owner of the leased Unit.

5. If a tenant, their guests or invitees violate any of the terms and conditions of the Declaration, By-Laws and/or Rules, the Board may require that the tenant be evicted by sending a written request to the Owner. The Owner must begin eviction proceedings immediately. The Owner must provide the Board with written proof that eviction proceedings have begun within ten (10) days after receiving notice of the eviction request from the Board.

Violations

1. If any provision of the Declaration or of these Rules is violated, the Board may direct the Property Manager to send written notice of the violation to the Owner of the Unit and, where applicable, to the tenant of the Unit. Notice to the Owner will be sent to the most current mailing address provided to the Board and Property Manager by the Owner. Notice to a tenant will be sent to the Unit.

2. This notice will specify what provisions of the Declaration and/or Rules have been violated and give the Owner and/or Tenant a reasonable time to correct the violation.

3. If the violation continues past the date specified in the notice or if the conduct described in the notice is repeated, the Board may direct the Property Manager to forward the matter to the Council's attorney for appropriate action at the Unit Owner's cost.

4. Any Owner may report a Violation by contacting the Property Manager **IN WRITING** by letter or e-mail. The report must include details of the violation. An Owner who reports a violation **MUST** provide his/her name and Unit number as well as the name (if known) and Unit number (if known) of the violator.

5. **NO ANONYMOUS REPORT OF A VIOLATION WILL BE CONSIDERED. A complaint or report of a violation may not be submitted directly to a member or members of the Board. The Board will not act on a report of a violation unless it is submitted in writing to the Property Manager in the manner and with the information required by this section.**

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APPENDIX "A"

**CERTIFICATE OF SECRETARY
of
RIVER OAKS COUNCIL OF CO-OWNERS
regarding
BOARD RESOLUTION FOR
PROCEDURES RELATIVE TO INSURANCE, INSURANCE
DEDUCTIBLES AND CLAIM ADMINISTRATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the duly elected, qualified and acting Secretary of River Oaks Council of Co-Owners, a Texas non-profit corporation ("Council") does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors of the Council ("Board") at a duly called meeting held on the 18th day of December, 2014:

WHEREAS, on or about August 17, 1978, that certain instrument entitled "River Oaks Gardens Declaration of Condominium" was duly recorded in Volume 76, Page 91, *et seq.* of the Condominium Records of Harris County, Texas thereby creating the River oaks Gardens Condominium ("Declaration");

WHEREAS, Article III, Section 3.1 of the Declaration provides the affairs of River Oaks Gardens shall be administered by the Council and further that the "business and affairs of the Council shall be managed by its Board of Directors";

WHEREAS, Section 82.111(i)(j)(k)(l) of the Texas Property Code ("Code") provides in pertinent part, as follows:

(i) ... Except as otherwise provided by this section, the costs of repair or replacement in excess of insurance proceeds is a common expense, and the board may levy an assessment to pay the expenses in accordance with each owner's common expense liability. ...

(j) If the cost to repair damage to a unit or common element covered by the association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall pay the cost for the repair of the unit or common element.

(k) If the association's insurance provides coverage for the loss and the cost to repair the damage to a unit or common element is more than the amount of the applicable insurance deductible, the dedicatory instruments determine payment for the cost of the association's deductible and costs incurred before insurance proceeds are available. If the dedicatory instruments are silent, the board of directors of the association by resolution shall determine the payment of those costs, or if the board does not approve a resolution, the costs are a common expense. A resolution under this subsection is considered a

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dedicatory instrument and must be recorded in each location in which the declaration is recorded.

(l) If damage to a unit or the 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 insurance proceeds against the owner and the owner's unit.

WHEREAS, the Board of Directors is of the opinion that it is necessary to adopt and enforce a policy in regard to the liability of payment of the deductibles and the administration of insurance claims.

NOW THEREFORE, BE IT RESOLVED, that the following resolution be and is hereby adopted by the Board of Directors on behalf of the members of the Council, which supersedes and replaces all prior Board resolutions on this topic, which are hereby revoked, including, but not limited to, the one filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. P105797 and S137705:

1. DEDUCTIBLES

- 1.1 The amount of the deductibles under the Council's insurance policies change from time-to-time, as approved by the Board.
- 1.2 It is the Owners' responsibility to periodically check with the Council's Managing Agent to determine the amount of the then current deductible to ensure the Owners have sufficient additional insurance or other means to pay the deductible under the procedures set forth below.
- 1.3 In the event the loss or damage covered by the Council's insurance policy is caused wholly or partly due to an act or omission of an Owner or the guest or invitee of an Owner, including tenants and occupants of the Owner's Unit, such Owner and the Owner's Unit shall be liable for:
 - (i) the full amount of any deductible on the Council's insurance policy, and
 - (ii) any other expense in excess of insurance proceeds.
- 1.4 The Owner and the Owner's Unit shall be liable for the current full deductible on the Council's policy in the event that:
 - (i) the loss originates or is caused by the Owner, the Owner's tenants (or other occupants of the Unit), invitees or guests, or from unknown causes within the Unit (regardless of fault or negligence); or
 - (ii) the cause of the loss cannot be determined and is only related to the Owner's Unit (regardless of fault or negligence).

- 1.5 In the event more than one Unit is involved in any insured loss, and the cause of the damage cannot be attributable to any one Unit, Owner or tenant, the deductible will be proportionately distributed among all Owners who have experienced the loss.
- 1.6 The Board shall have the authority to determine whether any loss or damage was:
 - (i) caused by or the result of the act (or negligence) of an Owner or the Owner's tenants, invitees or guests;
 - (ii) caused by or the result of a condition that originated in a Unit; or
 - (iii) caused by or the result of a condition or event exclusively related to a Unit.

2. CLAIMS PROCEDURES

- 2.1 In the event an Owner or tenant of a Unit is insured for any loss to the Unit, other Units or the Common Elements, the Council shall be entitled to require the Owner and/or tenant to claim any loss under such Owner/tenant's policy of insurance.
- 2.2 Owners must file all claims with the Council's Managing Agent, not with the Council's insurance agent. The Council's Managing Agent will not refer the claim to the Council's insurance agent until the Owner provides proof that the claim exceeds the then current deductible.
- 2.3 Only licensed and insured contractors shall be authorized to perform reconstruction or repair work necessitated by insurance claims. All work must be permitted as required by local ordinance.
- 2.4 The Council shall disburse insurance claim proceeds directly to the licensed contractor(s) performing the repair or renovation work. Owners performing repairs must submit all required permits and licenses along with original receipts in order to receive reimbursement for work performed.

3. GENERAL CONDITIONS

- 3.1 Owners and tenants shall comply with all insurance risk management programs promulgated by the Council, if any.
- 3.2 All Owners and tenants should obtain personal general liability, improvements and betterments and content insurance policies, including a loss assessment endorsement. Said coverage should remain in effect for as long as the Owner is a Member of the Council and as long as the tenant resides in the Unit.
- 3.3 Except as otherwise provided herein, costs of repair or replacement in excess of insurance proceeds is a common expense and the Board may levy a Special Assessment to pay

the expenses, as allowed by Section 82.111(i) of the Code and Article VI, Section 6.2 of the Declaration.

I certify that I am the duly elected, qualified and acting Secretary of the Council and that the foregoing resolutions were approved as set forth above and now appear in the books and records of the Council.

TO CERTIFY WHICH WITNESS our hands on this 18th day of December, 2014.

RIVER OAKS COUNCIL OF CO-OWNERS

By: Robert L. Boyte

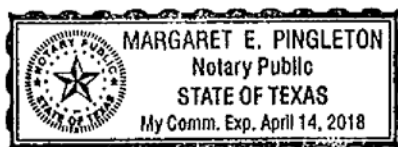
Printed: ROBERT L. BOYTE

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of December 2014 personally appeared Robert Boyte, Secretary of River Oaks Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

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



ER 064 - 74 - 0165

ER 064 - 74 - 0166

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Pages 22
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 96.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS