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**AMENDED AND RESTATED RULES AND POLICIES OF  
RIVER OAKS COUNCIL OF CO-OWNERS**

**Approved at meeting of the Board of Directors (“Council”)  
On January 24, 2019**

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**AMENDED AND RESTATED RULES AND POLICIES OF  
RIVER OAKS COUNCIL OF CO-OWNERS**

The following Rules and Policies (“Rules”) are intended to consolidate, clarify and supplement the use restrictions set forth in the River Oaks Gardens Declaration of Condominium (“Declaration”).<sup>1</sup> They also implement the authority granted to the Board of Directors of the River Oaks Council of Co-Owners (“Board” or “Council”) 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 defined herein.

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

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

**I. GENERAL RULES<sup>2</sup>**

1. All Units shall be used for residential purposes only; that is, to house persons and their personal belongings. Except for leasing or rental of a Unit for a period of at least 12 months in accordance with Article VIII, Section 8.04 of the Declaration, no Unit may be used for any commercial, business or professional purposes including, by way of example and not in limitation, 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, animals 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,

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<sup>1</sup>Executed 08/14/78; filed 08/17/78 (F729394)

<sup>2</sup>Initially Adopted 12/31/14 (20140582709)

5. No activity is permitted which violates any City, County, State or Federal law, ordinance, regulation, or any other rules or regulations as may be adopted by the Board.

## **II. INSURANCE**

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

2. According to the Declaration, Owners 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 coverings, floors and floor coverings, 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 rules regarding Deductibles, Claims Procedures and other matters related to Insurance Policies maintained by the Council can be found in Section XVIII of these Rules.

## **III. 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 instrument.

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 absolute/ 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.

#### **IV. 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 6:00 A.M. ON THE MORNING OF PICK-UP.
2. Residents shall not deposit or otherwise leave un-bagged waste, including but not limited to plant material, ashes, refuse, debris or cigarettes 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 is allowed in the dumpsters or in the dumpster enclosures.

#### **V. OUTSIDE APPEARANCE**

1. WITHOUT EXCEPTION, PRIOR WRITTEN APPROVAL FROM THE BOARD IS REQUIRED BEFORE ANY CHANGES OF ANY KIND OR NATURE CAN BE 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.
2. The Property Manager does not have authority to grant approval of proposed changes to the Common Elements, Limited Common Elements or the Exterior of any Unit without prior written consent from the Board. Failure to obtain the prior written consent of the Board may result in the Owner being required to remove unapproved changes and/or restore the affected property to its original condition at the Owner's sole expense.
3. These Rules 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 real property records of Harris County against an Owner responsible for making unapproved changes to a Unit and/or any associated Common or Limited Common Elements. This Notice shall describe the nature and scope of the Owner's violation(s), and describe any and all expenses incurred by the Council to maintain and/or abate the unapproved changes and return the Owner's unit or any associated Common or Limited Common Elements to their pre-modified condition, for which the Owner shall be responsible. 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. Clotheslines, bedding, towels, clothing, trash, mops or other unsightly objects shall not 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. Each Owner is responsible for ensuring that their (or their Tenant’s) chosen utility or cable service provider complies with the requirements of these Rules. The Board reserves the right to remove any installations that do not comply with these Rules and assess the cost for doing so against the Owner as a special assessment.
8. 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. The exterior color of any window, glass door or patio door, drapes/blinds, shades or other window coverings must be white or an acceptable neutral color as determined by the Board of Directors.
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. Decorative white landscape lighting may, with prior approval from the Board, be used on patios or balconies.
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 winter holiday decorations, which may be put up after Thanksgiving, but must be removed by January 10th.
13. A Resident must maintain, repair and replace the enclosed patio area of the Unit including, but not limited to, storage sheds, and their doors, located within the enclosed patio area and/or servicing only the Resident’s Unit in accordance with the standards deemed appropriate in the Board of Directors’ sole discretion. A storage shed, and its door, located within the enclosed patio area and servicing more than one (1) Unit will be maintained by the Association.

## **VI. 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 shall not be enclosed, repainted or remodeled.

3. Balconies shall 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 shall 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 box planters may be attached to balcony railings with the prior approval from the Board, provided that window box planters, if approved, must be maintained in good condition. The Board, in its sole discretion, has the authority to determine whether a window box planter is being maintained in good condition, provided further that, window box planters, if approved, may not be kept or placed on staircase railings or steps.

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, chimeneas, 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, chimeneas 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.

## **VII. 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, chimeneas, 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 original 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 properly existing trees planted in the Patio Area of their Unit to touch, damage or endanger the Common Elements and an Owner is 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, chimeneas 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.

### **VIII. 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.

### **IX. PETS**

1. Only domestic pets or service animals 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 eighteen (18) inches in height and may not exceed forty-eight (48) pounds in weight. Provided that, this restriction does not apply to Residents that own pets that exceed eighteen (18) inches in height and forty-eight (48) pounds in weight and in compliance with the Rules prior to 12/31/2014 – the date amendments to the Rules became effective by recordation in the Official Public Records of Real Property of Harris County, Texas. Provided further that such Residents may not acquire an additional pet that exceeds eighteen (18) inches in height and forty-eight (48) pounds in weight after the amendments to the Rules became effective.



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.

## **X. 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, meaning items that are not intended to be used as flotation devices in a pool, 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.
16. Pool hours are from 5:00 a.m. to 10:30 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.
17. 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.

#### **XI. 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 provided that no vehicle may be parked in an unassigned Parking Space for more than seventy-two (72) consecutive hours.

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 an expired registration sticker 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 and the Owner or Resident may be fined in accordance with the "Schedule of Fees and Fines" Applicable hereto. No inoperable vehicle may be parked or kept on the Condominium property. For the purposes of these Rules, an "inoperable vehicle" means any vehicle that: (a) is not in operating condition, or (b) does not have license plates and/or a current registration sticker; or (c) is prohibited for any reason from being operated on the streets and highways of the State of Texas. If the Owner or Resident notifies the Board or its designee of his/her intent to obtain a renewed registration upon receiving its first Notice of Violation, then the Board may give the Owner or Resident up to three (3) days grace period before taking further action.

6. No vehicle may be stored anywhere on the Condominium property, including assigned Parking Spaces. For the purposes of this Section 6, a "stored" vehicle means any vehicle that remains parked in the same place for a period of more than thirty (30) consecutive days without prior written approval from the Board. An inoperable vehicle as defined in Section 5, above, may not be parked, kept or stored on the Condominium property for any amount of time.

7. No trucks in excess of three-quarters of a ton, no commercial-type vehicles, campers, trailers, boats or recreational vehicles (e.g., RVs, ATVs, etc.) 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 at the owner's sole expense and the Owner or Resident may be fined in accordance with the "Schedule of Fees and Fines" applicable hereto.

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 and the Owner or Resident may be fined in accordance with the "Schedule of Fees and Fines" applicable hereto.

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

13. ANY VEHICLE THAT VIOLATES ANY OF THESE RULES MAY BE TOWED WITHOUT NOTICE AT THE OWNER/OPERATOR'S SOLE EXPENSE AND THE OWNER OR RESIDENT MAY BE FINED IN ACCORDANCE WITH THE "SCHEDULE OF FEES AND FINES" APPLICABLE HERETO.

14. Any vehicle operated or parked within the perimeter fence that, because of its condition or because of a modified exhaust system, creates noise, odor or oil emissions must be maintained and operated in a way that minimizes noise, odor and oil emissions. Otherwise, the vehicle is prohibited from operating or parking within the perimeter fence of the Property. The Board has the sole and absolute discretion to determine if a vehicle is in violation of this Section 14.

## **XII. 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 and/or Owner's architect(s) and/or engineer(s) shall 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, and the Owner shall indemnify and hold harmless the Association from any third-party claims relating to same in violation of this Section XII.

4. No hard flooring of any kind including, which by way of example and not in any way a limitation to wood, tile or laminate, may be installed in any Unit located on the second floor of the Buildings (hereinafter referred to as "Second Floor Units") without the prior written approval of the Board. Eighty percent (80%) of the flooring on the Second Floor Units must be covered by furniture, fixtures and/or area rugs. Residents of Second Floor Units must install soundproof flooring materials for the purpose of reducing the sound leakage to adjacent Units, provided that, Residents of Second Floor Units must receive prior written approval from the Board prior to installing soundproof flooring materials. The Board has the right to adopt a flooring policy related to soundproof flooring materials.

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.

### **XIII. LEASING<sup>3</sup>**

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 the Declaration, By-Laws and these Rules and that failure to comply with any provision of Condominium's governing 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 original 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 Owners MUST provide a copy of these Rules to each of every Tenant who leases their Unit and provide the Association written confirmation of same upon request from the Board or its designated agent.

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.

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<sup>3</sup> Adopted on 12/31/2014; amended 07/31/17; see also "Fourth Amendment to the Declaration" affecting Article VIII, Sec. 8.4 thereof, as may be amended.

*[SUBJECT TO ADOPTION OF PROPOSED FOURTH AMENDMENT TO DECLARATION]*

**A. LEASING CONDITIONS**

**SECTION 1:** Article VIII, Section 8.4 entitled “Terms of Lease” is hereby amended to read as follows:

**[INSERT APPROVED DECLARATION AMENDMENT HERE]**

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#### **XIV. SATELLITE DISHES<sup>4</sup>**

##### **I. DEFINITIONS**

Antenna: any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast (TVBS), and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets Federal Communications Commission (FCC) standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.

Mast: a structure to which an antenna is attached to raise the antenna to a height necessary to receive signals. Transmission-only antenna: any antenna used solely to transmit radio, television, cellular, or other signals.

Owner: any unit owner in the Association. For the purpose of this rule only, "Owner" includes a tenant who has the written permission of the unit Owner to install antennas.

Telecommunications signals: signals received by DBS, television broadcast, and MDS antennas.

Exclusive use area: limited common area which is adjoining or adjacent to the owner's unit designated for the exclusive use by the owner as defined in the Declaration.

##### **II. GENERAL**

No antenna used to transmit or receive video, radio or shortwave broadcast signals of any kind may be placed, installed or operated by any individual within the community without prior application to and written approval of the Board.

A Covered Antenna of any type may be installed totally within an individually-owned building or unit so long as the Covered Antenna is not visible from outside the building and the installation complies with all applicable health, safety and building codes and licensing requirements.

##### **III. RULES FOR THE INSTALLATION, USE AND MAINTENANCE OF COVERED ANTENNAS**

###### Antenna Size and Type:

- Antennas designed to receive direct broadcast satellite service which are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.

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<sup>4</sup> Adopted 06/09/97 (S486757)

- Antennas one meter or less designed to receive multipoint distribution service may be installed. MDS antennas larger than one meter are prohibited.
- Installation of transmission-only antennas are prohibited unless approved by the Board of Directors.

Location:

- Antennas must be installed only in the owner's unit or on an individually-owned or exclusive-use area, as defined in the Association's governing documents and each owner's deed. Installation of Covered Antennas on a limited common element which is exclusively used by the owner does not convert the limited common element to individual property.
- If the signal received by an indoor or attic TVBS antenna is sufficient to view off-the-air programming, installation of an outdoor antenna is prohibited. If an exterior installation is necessary, the use of the least obtrusive antenna possible (such as the 18-inch circular dish antenna) is required. Any installation of an outdoor TVBS antenna shall conform to all rules set forth in this Resolution. No antenna may be installed in the underside of the roof.
- Covered Antennas must not encroach upon any common areas, any other owner's individual unit or limited common area, or the air space of another owner's limited common area.
- If there is more than one location where an acceptable quality signal can be received, the Covered Antenna must be placed in the location that is least visible to persons not on the owner's property. Preferred locations include rear yards, rear decks, side yard locations adjacent to gas meters or mechanical equipment, and screened among shrubbery.
- If the only location where an acceptable quality signal can be received is a highly visible location, then the Covered Antenna must be appropriately camouflaged or screened, to the extent signal quality is not diminished so extensively that reception is unreasonably impaired, by paint or other means which do not unreasonably delay or increase the cost of the installation. The Board may require disguising the Covered Antenna (e.g., as a rock or umbrella), camouflaging the Covered Antenna by painting or reducing visibility by screening. The Board has the right but not the obligation to pay the cost of reasonable additional screening of any visible Covered Antenna, to the extent such screening does not unreasonably impair signal quality or unreasonably delay installation.

Installation of Covered Antennas and Masts:

- Covered Antennas shall be no larger than is absolutely necessary for reception of an acceptable quality signal.
- Covered Antennas may not be visible above the patio or balcony fence.
- All installations shall be completed so that they do not damage the common areas, limited common areas, or individual units, or void any warranties of the Association or other owners, or in any way impair the integrity of the building.



- Any installer other than the owner shall carry adequate general liability and workers compensation insurance to prevent both damage to common areas and potential safety hazards.
- Covered Antennas and masts must be safely and securely affixed so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, including damage from wind velocity.
- No masts may be installed on the Association's common elements.
- Devices which permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
- Devices which permit the transmission of telecommunications signals through a wall without cutting or drilling a hole through the wall;
- Existing wiring for transmitting telecommunications signals and cable services signals.
- Covered Antennas and masts shall be permanently and effectively grounded.
- Cabling and grounding wire shall be installed in the least visible manner possible. When a Covered Antenna is located on the ground, cabling and wiring shall be installed underground whenever possible. Exterior Covered Antenna wiring shall be minimally visible and blend into the material to which it is attached.

Maintenance:

- Owners who install or maintain Covered Antennas are responsible for all associated costs, including but not limited to costs to:
  - place (or replace), repair, maintain and move or remove Covered Antennas;
  - repair damages to the common property, the unit or other units, and any other property caused by the installation, maintenance or use of Covered Antennas;
  - pay medical expenses incurred by persons injured by installation, maintenance or use of Covered Antennas;
  - reimburse residents or the Association for damages caused by the installation, maintenance or use of the Covered Antenna;
  - restore Covered Antenna installation sites to their original condition.
- Owners shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Covered Antenna maintenance, repair and replacement, and the correction of any safety hazard.

- If Covered Antennas should become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association shall remove the Covered Antenna at the owner's expense.
- Owners shall be responsible for repainting or replacement of the exterior surface if the Covered Antenna deteriorates.

Safety:

- Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions.
- Covered Antennas may not be placed where they may come into contact with electrical power lines.
- Covered Antennas shall not obstruct access to or exit from any doorway or window of a unit, walkway, ingress or egress from any area, utility service areas, or any other areas necessary for the safe operation of the Association.

Number of Covered Antennas:

- No more than one Covered Antenna for each type of service may be installed by an owner.

Covered Antenna Removal:

- When removing a Covered Antenna, an owner shall restore the location of the Covered Antenna to its original condition.

Association Maintenance of Locations upon which Covered Antennas are Installed:

- If Covered Antennas are installed on property which is maintained by the Association, the owners retain responsibility for Covered Antenna maintenance. Covered Antennas must not be installed in a manner which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.
- If maintenance requires the temporary removal of Covered Antennas, the Association shall provide owners with seven (7) days written notice. Owners shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterwards, if an owner so desires. If the Covered Antennas are not removed in the required time, then the Association may do so at the owner's expense. The Association is not liable for any damage to Covered Antennas caused by Association removal.

#### **IV. NOTIFICATION PROCESS**

Any Owner desiring to install a Covered Antenna must complete a signed notification form and submit it to the Board of Directors of the River Oaks Council of Co-Owners. Submission may be by (i) by email, copied to all Board Members and the Property Manager; (ii) fax in care of the Property Manager; (iii) mail in care of the Property Manager.

If the installation conforms to all of the preceding restrictions, the installation may begin immediately. If the installation varies from the above regulations, the owner and Board of Directors must establish a mutually convenient time to meet to discuss installation methods.

#### **V. DETERMINATION OF SUFFICIENCY OF RECEPTION**

To the extent required, the Association shall employ a knowledgeable, independent consultant to determine the acceptability of broadcast signals received in various locations on any owner's property and recommend a placement that (1) ensures adequate signal (if feasible), and (2) maximizes the safety of the installation and (3) minimizes the visibility of the Covered Antenna.

#### **VI. ENFORCEMENT**

Should these rules be violated, the Association, after due notice and an opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. In the event the court or FCC determines that a violation has occurred, a fine in accordance with the Schedule of Fees and Fines may be imposed by the Association. If the violation is not corrected within ten (10) days, additional fines in accordance with the Schedule of Fees and Fines may be imposed for each day that the violation continues. To the extent permitted by law and the Association's governing documents, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.

**NOTICE:** This is a synopsis adapted from the "Certificate of Resolution of the River Oaks Council of Co-Owners Rules for Installing Satellite Dishes and Antennas" dated February 20, 1997 and filed with the Harris County Clerk on June 9, 1997. Please see the actual document for complete details.

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**XV. SUBFLOORS<sup>5</sup>**

1. Council shall be responsible for repairing significant cracks or structural defects in all subfloors in all Units regardless of the style of the unit.

2. Under no circumstances shall such repairs include “floating” or “leveling” of a subfloor in preparation for the installation of any floor covering, including but not limited to tile, hardwood, laminate or carpet.

3. The rules set forth in this section do not apply to repairs made by any Owner or the Council prior to June 6, 2012 – the date upon which the Resolution of the Board of Directors regarding Responsibility for Subfloors was approved.

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**XVI. COLLECTION PROCEDURES<sup>6</sup>**

**1. ROUTINE COLLECTIONS**

A. All monthly installments of annual assessments shall be due and payable in advance on the first day of the month ("Due Date"); all special assessments shall be due and payable on the first day of the next month following delivery to the owner of notice of such special assessment, or such other dates as elected by the owner and approved by the Board of Directors if an extended payment period is provided as an alternative (also the "Due Date").

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

C. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the Due Date.

**2. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS**

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

B. If an owner defaults in paying the sum assessed against his/her unit ten (10) days after the Due Date, or defaults in remitting full payment on the balance due, the owner shall be charged interest at the rate of ten percent (10%) per annum.

C. A "Late Notice" shall be sent by the managing agent every month to owners who owe assessments or other charges.

<sup>5</sup> Adopted by Resolution Dated 09/12/12 (RP-084-05-0798)

<sup>6</sup> Adopted 02/22/01 (U946030)

D. An Association Demand Letter (the "Association Demand Letter"), shall be sent by the managing agent in the second month of delinquency to owners who have not paid all assessments in full, requiring payment in full within ten days of the date of the notice.

E. If any owner fails to pay the full amount due within the ten days specified in the Association Demand Letter pursuant to Section II(D) above, the matter shall be forwarded to legal counsel or a designated collection agent in the third month of delinquency. A letter from legal counsel, or a designated collection agent, shall be mailed to the owner by first class mail and certified mail, return receipt requested, with all related attorney and collection costs added to the owners account. In addition to filing for non-judicial foreclosure in the third month of delinquency (to allow for foreclosure in the fifth month of delinquency if any owner fails to pay in full), the Association's legal counsel may file civil action suit(s) to recover the amounts owed the Association, and legal counsel is authorized to take such actions as may be reasonably necessary to collect any monies due for the assessments.

F. Pursuant to the authority provided by Section 82.113 of the Texas Property Code (Texas Uniform Condominium Act), the Association adopts and shall pursue a policy of collection of delinquent accounts by non-judicial foreclosure. Further in accordance with Section 82.113 of the Texas Property Code (Texas Uniform Condominium Act), the Association may appoint its attorney or other appropriate designee as its agent to conduct foreclosure sales under the Association's statutory power of sale and instructs its attorney to collect delinquent assessments pursuant to this Resolution by non-judicial foreclosure under authority of Section 82.113 of the Texas Property Code (Texas Uniform Condominium Act). Foreclosure shall be conducted in accordance with Section 51.002 Texas Property Code or any revision or amendment therefor.

G. Effective January 1, 1996 owners whose monthly assessments have not been received by the managing agent for the Association by the due date of each month or who have not paid their delinquent balance in full by the due date of each month shall, upon the first day of business after the due date of each month, be charged a fee (i) for every computer-generated statement of account, sent monthly by the managing agent to owners delinquent more than \$50.00, (ii) for every demand letter mailed by the managing agent and (iii) for the managing agent's referring a delinquent owner to the Association's attorney and for follow-up correspondence. All fees shall be charged in accordance with the Association's Schedule of Fines and Fees, as may be amended.

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

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

J. The Board of Directors may grant waiver of any provision herein upon petition in writing by an owner demonstrating a personal hardship and, in such case, also establishing a written, Board-approved extended payment plan to bring the owner's account current. Such relief granted an

owner shall be appropriately documented in the files with the name of the person or persons representing the Board of Directors granting the relief and the conditions of the relief. In addition, the Board of Directors is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board of Directors shall determine appropriate under the circumstances.

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

L. A payment received from an Owner will be credited in the following order of priority:<sup>7</sup>

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not subject to Section (3) above;
- (5) any fines assessed by the association; and
- (6) any other amount owed to the Association.

If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association:

- (1) the Association is not required to apply the payment in the order of priority specified above; and
- (2) in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

### **3. PARTIAL PAYMENTS**

In the event that an owner attempts to make a payment of less than all monies due and owing the Association (the "Partial Payment") to the managing agent after the collection letter has been sent by legal counsel or the designated collection agent pursuant to Section II(E) above, the Partial Payment will be forwarded to legal counsel or the designated collection agent and held by legal counsel or the designated collection agent, or for determination whether to cash the check and apply the funds as a partial payment or to return the check to the owner. If the action taken is

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<sup>7</sup> Adapted from Tex. Prop. Code Section 209.0063 – Priority of Payments.

to apply the funds as partial payment, legal counsel or the designated collection agent will send a letter by first class mail to the affected owner advising the owner that the funds have been applied as a partial payment until the owner becomes current, the owner would still be considered to be delinquent as to all monies due the Association; and that the actions taken were not deemed to be a waiver of the Board of Directors' right to take action against the owner either to collect a balance due or to foreclose on the unit.

**4. RETURNED CHECKS**

A. A unit owner will be charged for any check returned unpaid by the bank in accordance with the "Schedule of Fines and Fees," as may amended. A notice of the returned check will be sent to the unit owner by the managing agent. If the returned check results in the payment of the monthly installment after the 30th day of the month, interest in the amount of eighteen percent (10%) per annum will also be assessed to the unit owner's account.

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

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**XVII.**

**RULES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS, SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES, FLAGS, AND RELIGIOUS ITEMS<sup>8</sup>**

**Section 1. Definitions.**

Capitalized terms used in these Guidelines Rules have the following meanings:

1.1. Declaration — shall mean the following:

- River Oaks Gardens Declaration of Condominium, recorded in Volume 76, Page 91, et seq. of the Condominium Records of Harris County, Texas.
- First Amendment to River Oaks Gardens Declaration of Condominium, recorded in Volume 81, Page 25 et seq. of the Condominium Records of Harris County, Texas.
- Second Amendment to River Oaks Gardens Declaration of Condominium, recorded in Volume 82, Page 40 et seq. of the Condominium Records of Harris County, Texas.

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<sup>8</sup>See Texas Property Code Chapter 202; amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011; amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.

- Third Amendment to River Oaks Gardens Declaration of Condominium, recorded in under Film Code No. 188075 et seq. of the Condominium Records of Harris County, Texas.

1.2. Dedicatory Instrument (or dedicatory instrument):

Each document governing the establishment, maintenance or Operation of the properties within River Oaks Gardens, as more particularly defined in Section 202.001 of the Texas Property Code.

1.3. Rules:

These Rules Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious items for River Oaks Council of Co-Owners.

1.4. River Oaks Gardens:

The condominium development located in Harris County, Texas as described, delineated and defined in the Declaration.

**Section 2. Rain Barrels and Rain Harvesting Systems.**

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

Accordingly, a rain barrel or rain harvesting system is not permitted to be installed on, or attached to, any portion of the Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes patios and balcony areas.

**Section 3. Solar Energy Devices.**

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



Accordingly, a solar energy device is not permitted to be installed on, or attached to, any portion of the Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes patios and balcony areas.

**Section 4. Storm and Energy Efficient Shingles.**

Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory Instrument that prohibits or restricts a property Owner from installing shingles that:

- a. are designed to:
  - (i) be wind and hail resistant;
  - (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
  - (iii) provide solar generation capabilities; and
- b. when installed:
  - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
  - (ii) are more durable than and are of equal or superior quality to the shingles described below; and
  - (iii) match the aesthetics of the property surrounding the Owner's property.

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

**Section 5. Flags.**

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

Accordingly, flags and flagpoles are not permitted to be installed on, or attached to, any portion of the Common Elements or Limited Common Elements, as those terms are defined in the Declaration, which includes exterior walls, patios and balcony areas.

**Section 6. Religious Items.**

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

The following Rules shall be applicable to the display of religious items in River Oaks Gardens:

- 6.1. Board Approval. The Declaration prohibits an Owner from altering the exterior appearance of the Owner's Unit. Thus, as authorized by the Declaration and Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved by the Board of Directors.
- 6.2. Location. Except as otherwise provided in this Section, a religious item is not permitted anywhere except on the entry door or door frame of the Unit. A religious item shall not extend past the outer edge of the door frame.
- 6.3. Size. The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- 6.4. Content. A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. Limitation. A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. Color of Entry Door and Door Frame. An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's Unit or change the color of an entry door or door frame that is not authorized by the Board of Directors.
- 6.7. Other. Notwithstanding the above provisions, these Rules shall not prohibit or apply to temporary seasonal decorations related to religious holidays, as otherwise permitted by the Board of Directors.

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## XVIII.

### INSURANCE, INSURANCE DEDUCTIBLES AND CLAIM ADMINISTRATION<sup>9</sup>

#### 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

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 amongst 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.

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<sup>9</sup> Adopted by Resolution on 12/31/14 (ER 064-74-0162)

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 Board approved 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 Board shall disburse insurance claim proceeds directly to the licensed contractor(s) performing the repair or renovation work. Owners performing repairs as per Section 2.3 above 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.

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**XIX. ARCHITECTURAL DESIGN STANDARDS<sup>10</sup>**

**I. OVERVIEW**

The Board has established the following Standards in accordance with the authority granted to them by the Declaration and the Texas Property Code. The Standards are established to assure a uniform and fair interpretation of the Declaration and the power of the Council related to regulation of the appearance of River Oaks Gardens. The Standards are intended to provide unit owners in River Oaks Gardens with information relating to i) the design, color, size, location and grade of materials which may be used, ii) the size and location of such improvements, and iii) the procedure utilized by the Council with respect to applications for proposed improvements.

These Standards may be amended by the Board from time to time as it deems necessary and appropriate.

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<sup>10</sup> Adopted by Resolution Dated 02/13/01 (537-40-0934)

## 2. APPLICATION PROCEDURE

### 2.1 Submission.

All applications for approval to make any exterior changes, additions or improvements to the Common Elements (including Limited Common Elements) must be submitted to the Board in writing by completing the application form currently in use by the Board. A copy of the application is available by contacting the Council's managing agent.

Specifications for any proposed exterior change, addition or improvement to the Common Elements should be attached to the application. The Board reserves the right to request any additional information deemed by it to be necessary to properly evaluate the application. Should the Board request additional information, the application will be deemed denied; however, the applicant may thereafter submit a new application with the requested information to the Board for its review. All applications shall be mailed or delivered to the office of the managing agent of the Council.

### 2.2 Review.

The Board shall endeavor to review each application as soon as possible after the date of its receipt. Each decision of the Board shall be in writing and include a statement of the conditions under which the application is approved, if any, or the reason(s) for disapproving the application. No improvement shall be started until written approval is received from the Board; provided however, that any such approval shall be deemed to relate to these Standards only, not to any of the restrictions set forth in the Declaration, which must be complied with at all times.

## 3. ARCHITECTURE DESIGN STANDARDS

### 3.1 Unit Numbers.

3.1.1 The numbers must be numeric form only, not spelled out in words or Roman numerals.

3.1.2 The numbers must be no larger than six inches (6") and no wider than four (4").

3.1.3 Unit numbers must be centered near the top third of the front door, displayed next to the front door or on the patio gate.

### 3.2 Doors.

3.2.1 Should owners choose to replace doors, they must do so at their own expense.

3.2.2 Doors must be either original construction or replaced with specified options.

3.2.3 Replacement Doors — Front Doors

- a. Replacement doors must be made of steel or solid wood. No hollow wood doors are permitted.
- b. Doors must be flat front, 6-panel, or may have partial glass (see 3.2.4. below).
- c. Front doors on Units that are defined as "flats" (i.e., where there are two Units placed directly above two other Units in a Building) must conform in both color and style.

3.2.4 Approved replacement doors are those specified by Board. A current list is kept on file with the property management company and Board.

3.2.5 Replacement Doors — Rear/Secondary Doors (Patio & Balcony)

- a. Single doors must be replaced with doors of the same style (15-pane wooden or steel). Sliding glass doors may be replaced with double French doors (traditional 15-pane wooden or steel).
- b. All doors must be painted with one of the Board-Approved colors. A current list is kept on file with the property management company and Board.
- c. Storage doors must be one of the following: (1) flat-front hollow-core wood, (2) flat-front solid wood or (3) flat-front steel.

3.3 Door Additions.

- 3.3.1 Doors may contain 1 peephole, 1 knocker and 1 seasonal decoration (i.e. wreath). Refer to "Seasonal Decorations" below for additional information.
- 3.3.2 Front doors of units may not be covered with screen doors, storm doors, bars or other gates immediately in front of door.
- 3.3.3 Secondary single doors may be covered with wooden screen doors.

3.4 Windows.

- 3.4.1 Broken windows must be replaced by owners in a timely manner.
- 3.4.2 Replacement windows must be identical size and design. Trim must match the original window.
- 3.4.3 No awnings or exterior shades are permitted.
- 3.4.4 Mirrored or reflective material inside windows is not permitted.

### 3.5 Patios and Balconies.

- 3.5.1 Patio improvements may not adversely affect the drainage and water flow of adjoining units.
- 3.5.2 No storage of items visible from the common area is permitted on patios or balconies, including exercise equipment.
- 3.5.3 No storage of combustible or hazardous materials or items is permitted in the patio/balcony area.
- 3.5.4 Barbecuing is permitted only if the barbecue equipment is located ten feet (10') from building structures and fences.
- 3.5.5 Woodpiles up to two feet (2') of neatly stacked logs are permitted as long as they are not raised, non-wooden platform, and not stacked directly against the building.
- 3.5.6 Shading material such as freestanding latticework or patio\_umbrellas are permitted in patios provided they are in good condition and properly used; however, latticework must receive the prior written approval of the Board.
- 3.5.7 Balconies and fences shall not be used for hanging rugs or drying laundry or towels.
- 3.5.8 Trees and shrubbery growing in patios must be pruned so as not to touch the exterior building or roof or cause damage to fences.
- 3.5.9 Balconies may not be repainted, remodeled or enclosed.

### 3.6 Decorations.

- 3.6.1 Owners may choose to decorate the exterior areas of their units provided it does not detract from the property or interfere with another neighbor's unit. Decorations are limited to the owner's patio/balcony and must be located immediately near the front door.
- 3.6.2 Approved patio/balcony decorations include small plants, pottery, statuary, and patio furniture.
- 3.6.3 Seasonal decorations are defined as adornments associated with a holiday or season (i.e. Christmas, Chanukah, 4th of July). Decorations falling in to this category may be displayed from two (2) weeks before the holiday up to one week after. Exceptions to this would be December, when seasonal decorations may be displayed all month but removed by the end of the first week of January.

3.7 Awnings, Shades, Burglar Bars and Cold-Weather Protection.

3.7.1 No awnings or exterior shades are permitted whatsoever. All shading devices must be located indoors inside a unit.

3.7.2 Burglar bars are permitted on the interior of units only, and installed on windows only. No burglar bars are permitted on doors.

3.7.3 No fiberglass or plastic cold-weather protection devices may be installed on doors or windows. Plants may be covered temporarily during cold weather. Anything requiring more than one (1) week of covering should be removed or brought indoors.

3.8 Signs.

3.8.1 Security signs are allowed as follows: one (1) professionally-made sign not to exceed 6"x10" may be placed in flower beds no more than 5 feet (5') from the front door of a unit; alternatively, a window decal not to exceed 4" x 6" may be displayed inside a lower corner of each window. One small sign (not to exceed 4" x 6") notifying that there is a pet inside the unit is permissible the lower corner of a window.

3.8.2. "For Sale/For Lease" signs of any nature are prohibited. Property sale and rental notices may be posted on the bulletin board in the mailroom.

3.8.3. No other signs will be permitted.

4. MISCELLANEOUS

4.1 Antennas and satellite dishes must be installed in compliance with the "Rules for Installing Satellite Dishes and Antennas" previously adopted by the Board.

4.2 Grandfather Clause.

4.2.1 Improvements erected prior to the date these Standards were adopted by the Board, which improvements were previously approved by the Board shall be deemed to be in compliance with these Standards. From and after the date these Standards are adopted by the Board any alterations to the Common Element must comply with these Standards.

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## XX. OPEN RECORDS POLICY<sup>11</sup>

### POLICY

It is the policy of the Association to 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 a writing signed by the Owner as the Owner's agent (the "Owner's Agent") in accordance with the following:

1. Request. An Owner or an Owner's Agent must submit a written request for access or information. The written request must:
  - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 82.116 of the Texas Property Code;
  - b. describe with sufficient detail the books and records of the Association that are requested; and
  - c. state whether the Owner or the Owner's Agent elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. Election to Inspect. If an inspection is requested, the Association must send written notice to the Owner or the Owner's Agent of dates during normal business hours that the Owner or the Owner's Agent may inspect the requested books and records. Such written notice must be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or the Owner's Agent in accordance with Section 4, below.
3. Election to Obtain Copies. If copies of the identified books and records are requested, the Association must produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or the Owner's Agent in accordance with Section 4, below.
4. Extent of Books and Records. The Association must produce books and records requested by an Owner or an Owner's Agent, to the extent those books and records are in the possession, custody or control of the Association, on or before the tenth (10th) business day after the date the Association receives the request. Provided that, the Association may, after notice is provided to the Owner or Owner's Agent requesting the books and records, produce such books and records no later than the fifteenth (15th) business day after the date such notice is given.
5. Time of Inspection; Copies. If an inspection of books and records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours. At the inspection,

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<sup>11</sup> Adopted by Resolution dated 06/07/17 (RP-2017-252825); Section 82.114 of the Texas Property Code requires the Association to keep specified types of records and make those records reasonably available for examination by Owners. While this Policy is based upon Section 209.005 of the Texas Property Code and is not applicable to condominium regimes, the Board nevertheless adopts this policy and considers it to be equitable to both Owners and the Association.

the Owner or the Owner's Agent may identify the books and records to be copied and forwarded. The Association must thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Agent.

6. Format. The Association may, but is not obligated to, produce books and records requested by an Owner or an Owner's Agent in hard copy, electronic or other format reasonably available to the Association.

7. Costs. The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Agent, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed according the Association's "Schedule of Fines and Fees," as may amended. No labor will be charged if there are 50 or fewer pages unless the documents are in two (2) or more separate buildings not physically connected to each other or in a remote storage facility.

8. Advance Payment of Estimated Costs. The Association must estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Agent on the basis of the rates set forth in Section 8, above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

9. Actual Costs.

9.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association will submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.

9.2. If the final invoice includes additional amounts due from the Owner, the Owner is required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.

9.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association must refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.

9.4. If the Owner falls to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1, above, the Association may add the additional amount to the Owner's assessment account and collect the additional amount in the same manner as an assessment.

10. Books and Records Not Required to be Produced.

10.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:

- a. identify the history of violations of dedicatory instruments of an individual Owner;
- b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
- c. disclose an Owner's contact information, other than the Owner's address; or
- d. disclose information related to an employee of the Association, including personnel files.

10.2. In addition, information may be released in an aggregate or summary manner that will not identify an individual Owner.

11. Attorney Work Product. An attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by Owners or the Owner's Agent in a legal proceeding. In addition, the Association is not required to produce documents that constitute attorney work product or that are privileged as attorney-client communication.

12. Business Day. As used in this Policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

\* \* \* \* \*

**XXI. RESTRICTIONS RELATED TO SERVICE ANIMALS**

The Association's restrictions on animals do not apply to a resident or owner's service animal as defined by the federal Americans with Disabilities Act. The Board will also consider reasonable requests for accommodation to the animal restrictions policy under the federal Fair Housing Act on a case-by-case basis. A disabled resident or owner who wishes to have an assistance animal, including an emotional support animal, excluded from the Association's animal restrictions must submit a reasonable request for accommodation to the Board. The request for accommodation should include all relevant information the resident wishes the Board to consider in granting a reasonable accommodation. The resident or owner must also submit a written statement from a Texas-licensed physician stating that the resident or owner has been diagnosed with a disability as defined under federal or state law and stating that the resident has a disability-related need that the assistance animal meets.

If the Board grants a reasonable accommodation permitting an assistance animal, the disabled resident must still comply with all other Association rules and restrictions for animals that do not affect the service or assistance animal's ability to provide support to the resident or owner. These rules include animal licensing, vaccination, leash and waste clean-up. The Board may refuse a request for accommodation of an assistance animal if the Board has evidence that the animal in question poses a direct threat to the health or safety of others or poses a threat of physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

## XX. 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.

6. Fines and fees associated with violations of the Declaration or of these Rules may be assessed in accordance with the Council's "Schedule of Fines and Fees," as may amended. Each day a violation of the Declaration or of these Rule continues without the Owner or Resident taking action to correct or otherwise abate the violation may be considered a separate violation for the purpose of assessing fines and fees.

**APPENDIX "A"**

**CERTIFICATE OF RESOLUTION  
OF  
RIVER OAKS COUNCIL OF CO-OWNERS**

**Amended and Restated Rules and Policies**

The undersigned, being duly elected, qualified and acting President of River Oaks Council of Co-Owners, a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors at a duly called meeting held on the 24<sup>th</sup> day of January 2019 and the approved minutes from such meeting are attached hereto as Appendix "B".

**WHEREAS**, the Board of Directors desires to memorialize, consolidate and update its rules and policies applicable to the River Oak Gardens Condominiums in the document entitled "Amended and Restated Rules and Policies"; and

*lll*

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors, on behalf of the members of the Association, duly adopts the following Amended and Restated Rules and Policies:

**AMENDED AND RESTATED RULES AND POLICIES**

The Amended and Restated Rules and Policies are attached and incorporated hereto as Exhibit "B."

**TO CERTIFY WHICH**, witness my hand this the 28<sup>th</sup> day of March 2019.

*Lyla Gillespie*  
\_\_\_\_\_  
Lyla Gillespie, President

STATE OF TEXAS

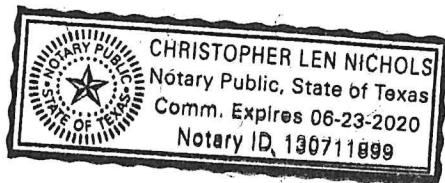
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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Lyla Gillespie, President 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 (s)he executed the same for the purposes and consideration, and in the capacity therein expressed.

*10R*

GIVEN UNDER MY HAND AND SEAL of office on this 28<sup>th</sup> day of March 2019.



*Christopher Len Nichols*  
\_\_\_\_\_  
Notary Public, State of Texas

*Ret VV*

Christopher Nichols  
The Nichols Firm  
1010 W. San Jacinto, Ste 100  
Houston, TX 77002  
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**APPENDIX "B"**

**OFFICIAL MINUTES OF BOARD OF DIRECTORS MEETING  
JANUARY 24, 2019**

# River Oaks Gardens | Board Meeting



Exhibit

1800 Augusta Drive  
Suite 200  
Houston, TX 77057  
(713) 783-4640

River Oaks Gardens Council of Co-Owners  
St. Anne's Catholic Church in the Basil Hall  
January 24, 2019

## Board Meeting Minutes

The River Oaks Council of Co-Owners General Board Meeting was called to order at 6:39 p.m. by Lyla Gillaspie, Board President in the Basil Hall at St. Anne's Catholic Church.

### Board Members Present:

- Lyla Gillaspie Board President
- Neil Goldstein Vice President
- Kathleen Mundy Secretary
- Michael Olsen Member at Large
- Michelle LeBlanc Treasurer

### Community Manager and Minute Recorder:

- Therese Morales

### Association's Attorney Chris Nichols was also Present:

- Chris Nichols was present to answer any questions that the homeowners may have regarding the Certificate of Resolution adopting the Amended & Restated Rules and Policies for ROG, the Schedule of Fines & Fees, and possible action regarding the 4<sup>th</sup> Amendment to the Declaration (Leasing Restrictions).

Previous Meeting Minutes (November 15, 2018)- A motion was made, and seconded, and the November 15, 2019 meeting minutes were approved as written.

Financial Report - was given by Therese Morales, Community Manager

### Old Business:

- Fining schedule nearing completion-**Lyla explained that Chris Nichols the Association's Attorney is with us tonight to answer any questions that homeowners may have about the fining policy before it goes into place.**
- Spring projects- **Lyla explained some of the projects that the board will be working on for the 2019 year. i.e. Painting of the Balcony/Stair Handrails, refurbishing Landscaping, Fence replacement & updated porch light replacement.**

### New Business:

- 2019 Budget & new banking relationship-**Therese went over the 2019 Budget, explained the reason for changing to Alliance Bank, and provided the details to the homeowners about changing over to Alliance Bank for their payments. She also advised that the Board will not be assessing late fees in January to give the homeowners time to get their accounts in order with the new bank.**
- Damages to ROG property & responsibility of the owner-**Therese explained that if damages are caused to the common areas by an Owner, or tenant of the Owner, that according to the legal documents of the Association, the owner is the responsible party to pay for the repairs.**
- Parking Space available in east lot next to Drive Gate 4-**Therese explained we still have a parking space for rent for the 2019 year if anyone was interested.**
- Discussion with Association Attorney (Chris Nichols) regarding the following:
  - Certificate of Resolution adopting Amended & Restated Rules and Policies for River Oaks Gardens
  - Certificate of Resolution adopting Schedule of Fines and Fees
  - 4<sup>th</sup> Amendment to Declaration (Leasing restrictions)

**After the discussion, and all questions were answered regarding the Amended & Restated Rules, and the Schedule of Fines and Fees, a motion was made, seconded, and all Board Members were in favor of adopting both policies.**

**Lyla also advised all homeowners that to protect the property and homeowners from a “conglomerate” being able to come in, take over and get the majority vote, and eventually sell the property for less than market value, that the 4<sup>th</sup> Amendment vote will be taken at the Annual Meeting in March. She also added that high rental volumes affect property values and any properties with less than a 50% owner occupancy rate, makes it extremely difficult for anyone to obtain a loan to purchase a property, get a home equity loan, refinance a loan, or even get a reverse mortgage.**

### Adjournment:

There being no further business to discuss the General Board meeting adjourned at approximately 7:53 p.m.

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



FILED FOR RECORD

9:38:47 AM

Tuesday, May 7, 2019



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS  
COUNTY OF HARRIS

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

Tuesday, May 7, 2019



COUNTY CLERK  
HARRIS COUNTY, TEXAS