

CORPORATE CERTIFICATE
FIRST AMENDMENT TO
AMENDED AND RESTATED RULES AND POLICES
OF
THE RIVER OAKS COUNCIL OF CO-OWNERS,
A TEXAS NON-PROFIT CORPORATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, is a duly elected, qualified, and acting Officer of **THE RIVER OAKS COUNCIL OF CO-OWNERS**, a Texas non-profit corporation (the "Council"), the Council set forth and described in that certain "River Oaks Gardens Declaration of Condominium" recorded in Volume 76, Page 9 et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"). The undersigned hereby certifies that the following is a true and correct resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on _____:

WHEREAS, on January 24, 2019, the Board of Directors ("Board") of The River Oaks Council of Co-Owners, a Texas non-profit corporation (the "Council") adopted that certain "Amended and Restated Rules and Policies of River Oaks Council of Co-Owners", a true and correct copy of same having been filed of record as a dedicatory instrument pursuant to the requirements of §202.006 of the Texas Property Code on May 7, 2019 under Harris County Clerk's File No. RP-2019-188173 of the Real Property Records of Harris County, Texas (the "Rules and Policies" herein); and

WHEREAS, the Board has deemed it necessary and desirable to amend the Rules and Policies as set forth set forth in this Amendment.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of the Council hereby adopts the following Amendment to the Rules and Policies:

AMENDMENT TO RULES AND POLICIES

1. Article I, General Rules, shall be amended by adding to such Article the following new Section 6:

"6. The Council may, but is not obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Council, its directors, committees, members, agents, employees, and the Property Manager will not in any way be considered an insurer or guarantor of security within the Condominium and shall not be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of any measures undertaken to reduce criminal activity at or in the Condominium. Each Owner, guest and invitee on the Condominium assumes all risk for loss or damage to person, such Owner's Unit, to the contents of such Owner's Unit, and to any other property on the Condominium. The Council expressly disclaims and disavows any and all representations, expressed or implied, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Condominium.

Specifically, without limitation:

- (a) Courtesy officers are present on the Condominium to monitor access to the Condominium. The duties of the courtesy officers include signing in contractors, vendors, and anyone entering the Condominium as well as advising anyone entering of the Rules and Policies of the Condominium. Courtesy officers do not give access to vendors to individual units for deliveries or become involved in contacting vendors to advise them of rules governing deliveries, as these are unit owner responsibilities. Owners and residents are directed to make inquiry of the Property Manager to ascertain the rules regarding deliveries, and not contact the courtesy officers with regard to same. Owners and residents are reminded to treat the courtesy officers with respect and not interfere or harass them while performing their duties.
- (b) One or more surveillance cameras have been installed on/within the common elements of the Condominium (the "Camera" in the singular and "Cameras" in the plural). The purpose of the Cameras is to record the activity of persons on/within the common elements for the purposes of deterring and/or investigating crimes and/or vandalism of Condominium property (real and personal), and or the real and personal property of owners or residents in the Condominium. Under appropriate circumstances, the Cameras may also be utilized to assist in the enforcement of violations of the Council's dedicatory instruments. With regard to such Cameras:
 - (i) Images captured by Cameras may not be monitored in "real time", if monitored at all. Owners, residents, and their respective guests and invitees may not, and shall not, rely upon the presence of the Cameras as being any representation, express or implied, by the Council that the Cameras are being monitored. The Council disclaims any representation, express or implied, that the Cameras are being monitored.

DO WE NEED
TO ADD OFFICE ←
CAMERA ALSO
HAS AUDIO
RECORDING.
REQUIRED STICKERS
ARE UP.

Owner is required to complete and return the Census Form to the Council by the requested deadline.

Compliance with this rule/policy is mandatory. Failure to comply shall result in the following actions:

(a) First Infraction: If the Census Form is not returned by the owner by the initial deadline, the owner will be notified of his failure to return the Census Form with a friendly reminder in an effort to obtain voluntary compliance.

(b) Second Infraction: If the Census Form is not returned by the owner by the date set forth in the aforementioned reminder, the owner will be formally notified of his infraction and be subject to a fine of \$50.00.

(c) Third and Subsequent Infraction(s): If the Census Form is not returned by the owner within 30 days of the date of the second infraction notice, the owner will be subject to an additional fine of \$100.00 every 30 days until the Census Form has been returned.

Fining procedures shall be in compliance with Section 82.102(d) of the Texas Property Code."

6. Article XVII ("Rule relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags and Religious Items") shall be amended by deleting the existing Section 6, Religious Items, and substituting in lieu thereof, the following:

"Section 6. Religious Items.

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

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

1. threatens the public health or safety;
2. violates a law other than a law prohibiting the display of religious speech; or
3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

Religious Displays may not be installed on any portion of the Common Elements or on any property or fixture maintained by the Association."

7. Article XIX (Architectural Design Standards) shall be amended by adding to the existing Section 3.5 (Patios and Balconies) the following sub-section 3.5.10:

"3.5.10: ~~C~~^{ANY} enclosures ^{↑ INCLUDING GLASS} within any Patio area on the property will no longer be an option. Any existing enclosure is grandfathered, but glass enclosures are no longer an option." **ALL GRANDFATHERD ENCLOSURES ARE RESPONSIBILITY OF HOMEOWNER FOR MAINTENANCE & REPAIR**

RULE ADDITIONS

VIII PLANTING:

No yard art, no signs, no statuary, no solar lights, no bird baths, no flower pots are allowed in common area flower beds or lawn area. These items may be kept in patio areas only.

The number of potted plants in common area, is limited to 3 per unit, and must be kept in close proximity to entrance of unit. Plants must be living and good condition at all times. No dead plants or empty pots will be removed by landscaper. Any flower pots placed in flower beds require written permission from Board due to landscaping restraints.

IX PETS:

No dogs allowed in guard building or mail room.

Owners are required to walk their pets on grass areas only. Pets are not allowed in flower beds or landscaped areas to avoid damage to plants.

VI BALCONIES:

ALL plants on balconies must have saucers or water drainage protection, including hanging baskets and planters.

No watering or sprinkler systems are allowed on balconies.

Due to weight concerns on balconies, only a reasonable number of plants will be allowed on balconies. "Reasonable" will be at the discretion of the Board. Very large, heavy pots should be avoided.

VII PATIOS:

ALL units with wrought iron fences, must keep patios neat and clean. NO storage. Since patios with wrought iron fences are open to the common area they must be maintained accordingly.

I GENERAL RULES:

Air conditioner repairs and replacements (even emergency) must be reported to the manager and the "Officer in Charge" guard, due to the possible roof damage. Old units must be removed immediately upon replacement. If roof inspection is required after work is completed, homeowner is required to pay the cost of inspection conducted by HOA.

Anyone using bicycle racks on property must fill out a bicycle registration form and send to property manager and "Officer in Charge" card for HOA. Bicycles must also be tagged

with a weatherproof tag showing Unit # and Owner name. Abandoned and unregistered bikes will be removed and held for 30 days, if not claimed bike (if in good condition) will be donated to charity.