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**BOARD RESOLUTION OF  
7575 KIRBY HOMEOWNERS ASSOCIATION, INC.  
Regarding Ratification of  
Amended Collection Policy, Supplemental Deed Restriction Policy and  
Record Retention Policy, for the Purpose of Filing  
in the County Real Property Records**

**DATED: December 20, 2011.**

**STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §**

I, Priscilla Ocker, President of 7575 Kirby Homeowners Association, Inc. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association, which was held on the 20th day of December, 2011, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the Amended Collection Policy, the Amended Deed Restriction Policy and the Record Retention Policy for the purposes of filing in this County's Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the Amended Collection Policy, attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in this County's Real Property Records;

WHEREAS, the Supplemental Deed Restriction Policy, attached hereto as Exhibit "B", is hereby ratified for the purpose of filing in this County's Real Property Records;

WHEREAS, the Record Retention Policy, attached hereto as Exhibit "C", is hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association unanimously adopts this formal resolution for the purpose of filing the aforementioned documents in this County's Real Property Records.

**AFTER RECORDING, RETURN TO:**  
Lambright & Associates  
5851 San Felipe, Suite 860  
Houston, Texas 77057

JV  
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FILED  
Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



## COLLECTION POLICY

### 1. **Application of Assessments, Charges, Fines and Fees.**

For purposes of calculating an Owner's account balance with the Association, payments received from owners will be applied in the following order:

- a. Delinquent assessments; then
- b. Current assessment; then
- c. Attorney or third party collection service fees solely related to the delinquency; then
- d. Any other attorney's fees on the account; then
- e. Fines levied by the Association pursuant to the governing documents; then
- f. Any other items owed by the Owner.

### 2. **Maintenance Assessment Due Date; Late Charges.**

All maintenance assessments and related charges are due in full on the 1<sup>st</sup> day of each month.

If payment is not received in the property management's office by 5:00 p.m. on the 10<sup>th</sup> day of the month, the account will be deemed delinquent and a \$35.00 late charge will be assessed to the Owner's maintenance assessment account.

All assessment account balances, which shall include any applicable late fee charges and attorney's fees, shall bear interest at a rate of eighteen percent (18%) from the date originally due until paid.

### 3. **Notices of Account Delinquencies**

All Owners whose accounts with the Association are delinquent shall receive a Notice, in writing, specifying each delinquent amount and a total balance required to bring the account current. Said Notice shall also describe the Owner's options to avoid further collection efforts, such as the availability of a payment plan. The Notice shall advise the Owner of his or her opportunity to cure default within thirty (30) days, and shall be sent to the Owner by U. S. Certified Mail, Return Receipt Requested.

### 4. **Payment Plans**

**a. Availability.** Payment plans are available to an Owner whose account with the Association is delinquent. However, the Association may deny an Owner the option of entering into a payment plan if that Owner has breached a payment plan within the previous two (2) years.

- b. General Terms.** Upon entering into an acceptable payment plan, an Owner may make partial payments to cure his or her account delinquency without accruing additional penalties, although reasonable costs incurred by the Association in administering such payment plans may be charged, as well as interest accruing on the Owner's account balance. Payments received under the payment plan shall be applied pursuant to ¶ 1, *supra*.
- c. Attorneys and Property Manager Authorized to Enter Into Payment Plans.** At all times during the collection process, the Association's legal counsel is authorized to enter into reasonable arrangements with Owners in an attempt to collect the obligation owed to the Association. In the absence of a reasonable payment schedule, or full payment of the assessment account, the Association attorneys and property manager are instructed to complete the entire collection process automatically.

Given that collecting maintenance assessments is more of an art than a science, reasonable latitude is necessary to allow the Association's attorneys' experience in collecting this type of debt to be fully utilized for the benefit of both the Association as a whole, and the individual owners.

Therefore, the Association's attorneys are authorized to enter into a payment plan without Board approval. However, the Association's counsel shall strive, excepting special circumstances, to have homeowners enter into payment plans in conformance with the following:

1. One-third (1/3) of the balance as a down payment.
2. The payment plan will strive to conclude within three (3) months. However, homestead owner plans may be extended, if reasonable, to achieve approximately a \$500.00 per month cap.
3. If a payment plan is breached, an owner may be allowed a second payment plan on a showing of good faith or deposit of a substantial down payment. However, the Association's attorneys are not required to offer second payment plans, and on breach, may reinstitute the collection process.

If the proposed payment plan exceeds three (3) months, the Board of Directors or the Property Manager will generally be requested to approve the payment plan.

This Policy, approved by the Board of Directors, shall apply to all collections.

**BOARD POLICY RESOLUTION OF  
7575 KIRBY HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, 7575 Kirby Homeowners Association, Inc., is a Texas Non-Profit Corporation governed by the Texas Property Code, and more specifically Chapter 81 and/or Chapter 82; and,

WHEREAS, 7575 Kirby Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of Solar Energy Devices as authorized under Texas Property Code § 202, *et seq.* as well as by Article IV of the Articles of Incorporation for 7575 Kirby Homeowners Association, Inc.;

WHEREAS, 7575 Kirby Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Roofing Materials, as authorized under Texas Property Code § 202, *et seq.* as well as by Article VI of the Articles of Incorporation for 7575 Kirby Homeowners Association, Inc.;

WHEREAS, 7575 Kirby Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Rainwater Harvesting System(s), as authorized under Texas Property Code § 202, *et seq.* as well as by Article VI of the Articles of Incorporation for 7575 Kirby Homeowners Association, Inc.;

WHEREAS, 7575 Kirby Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Flags, as authorized under Texas Property Code § 202, *et seq.* as well as by Article VI of the Articles of Incorporation for 7575 Kirby Homeowners Association, Inc.;

WHEREAS, 7575 Kirby Homeowners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Religious Items, as authorized under Texas Property Code § 202, *et seq.* as well as by Article VI of the Articles of Incorporation for 7575 Kirby Homeowners Association, Inc.;

Said Policy Regarding the aforementioned items and improvements stating as follows:

## **I. POLICY REGARDING SOLAR ENERGY DEVICES**

1. A "Solar Energy Device" has the meaning assigned by Section 171.107 of the Texas Tax Code.
2. Subject to the restrictions below, a property owner within 7575 Kirby Homeowners Association, Inc. may, at their own cost, install, maintain and utilize one or more Solar Energy Device(s) for the purpose of providing heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy.
3. Restrictions on Installation, Maintenance and Use of Solar Energy Devices
  - a. No owner may install, maintain or use a Solar Energy Device that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.
  - b. No owner may install a Solar Energy Device on the property owned or maintained by 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements.
  - c. No owner may install a Solar Energy Device on the property owned in common by the members of 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements.
  - d. A Solar Energy Device installed upon the owner's own property may only be installed:
    - i. On the roof of the owner's home; or
    - ii. In a fenced yard or patio owned and maintained by the property owner.
  - e. Roof-mounted Solar Energy Devices must not:
    - i. Extend higher than or beyond the roofline;
    - ii. Fail to conform to the slope of the roof;
    - iii. Include a top edge that is not parallel to the roofline;
    - iv. Include a frame, support bracket or visible piping or wiring in a color other than silver, bronze or black

- f. Solar Energy Devices located in a fenced yard or patio owned or maintained by the property owner must not:
  - i. Extend beyond or above the fence line;
- g. No Solar Energy Device, regardless of location or type, may void material warranties, as installed.
- h. Owner must submit an ACC application to 7575 Kirby Homeowners Association, Inc. prior to the installation, maintenance or use of any Solar Energy Device, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Chapter 15 of the Condominium Declaration.
- i. 7575 Kirby Homeowners Association, Inc. retains the right to withhold approval of any Solar Energy Device if, in the written opinion of 7575 Kirby Homeowners Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. 7575 Kirby Homeowners Association, Inc. shall be the sole arbiter to determine whether a proposed Solar Energy Device constitutes such a condition, save and except that the written approval of all homeowners adjacent to the proposed Device shall create a rebuttable presumption that such a condition does not exist.

## **II. POLICY REGARDING CERTAIN ROOFING MATERIALS**

1. An Owner who has already sought and received ACC approval to install shingles on the roof of their home, pursuant to Chapter 15, et seq., of Condominium Declaration, and who chooses to install specialized shingles designed primarily (1) to be wind resistant; (2) provide heating and cooling efficiencies greater than those provided by customary shingles; (3) provide solar generation capabilities, may install said specialty shingles, subject to the following restrictions:
  - a. The color and appearance of the shingles must be submitted to the ACC for approval, to ensure that said shingles resemble the shingles used or otherwise authorized by 7575 Kirby Homeowners Association, Inc. for use in the subdivision;
  - b. The shingles must be of equal or superior quality and durability to standard roofing shingles otherwise authorized by 7575 Kirby Homeowners Association, Inc. for use in the subdivision;
  - c. The shingles must, within the determination of 7575 Kirby Homeowners Association, Inc., match the aesthetics of properties adjacent to Owner's property;

- d. No owner may install specialized shingles on the property owned or maintained by 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements.
- e. No owner may install specialized shingles on the property owned in common by the members of 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements.
- f. Owner must submit an ACC application to 7575 Kirby Homeowners Association, Inc. prior to the installation, maintenance or use of any specialized shingles, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to the Condominium Declaration.
- g. 7575 Kirby Homeowners Association, Inc. retains the right to withhold approval of any specialized shingles if, in the written opinion of 7575 Kirby Homeowners Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. 7575 Kirby Homeowners Association, Inc. shall be the sole arbiter to determine whether a proposed specialized shingles constitutes such a condition.

### **III. POLICY REGARDING RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS**

1. An Owner who has already sought and received Board approval to install a Rain Barrel or other approved Rainwater Harvesting System on their property, pursuant to Chapter 15, et seq., of the Declaration may install said Rain barrel or other approved Rainwater Harvesting System, subject to the following restrictions:
  - a. No owner may install, maintain or use a Rain barrel or other approved rainwater harvesting system that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.
  - b. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned or maintained by 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements.
  - c. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned in common by the members of 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements.



- d. A Rain barrel or other approved rainwater harvesting system may be installed in a fully-enclosed and fenced yard or patio owned and maintained by the property owner.
- e. Rain barrel or other approved rainwater harvesting systems located in a fenced yard or patio owned or maintained by the property owner must not:
  - i. Extend beyond or above the fence line;
  - ii. Be located between the front of the Owner's property and an adjoining or adjacent street;
- f. A Rain barrel or other approved rainwater harvesting system may only be installed at the side of a house, or in a location visible from a street, another lot or a common area subject to the following requirements:
  - i. Reasonably sufficient area on the owner's property exists in which to install the rain barrel or other approved rainwater harvesting device. 7575 Kirby Homeowners Association, Inc. shall be the sole arbiter to determine whether reasonably sufficient area exists on the owner's property;
  - ii. Any rain barrel or other approved rainwater harvesting device must be of a color consistent with the color scheme of the property;
  - iii. No rain barrel or other approved rainwater harvesting device may display language or other content that is not typically displayed by such a device or system as it is manufactured;
- g. No Rain barrel or other approved rainwater harvesting system, regardless of location or type, may void material warranties, as installed.
- h. Owner must submit an application to 7575 Kirby Homeowners Association, Inc. prior to the installation, maintenance or use of any Rain barrel or other approved rainwater harvesting system, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to the Condominium Declaration.
- i. 7575 Kirby Homeowners Association, Inc. retains the right to withhold approval of any Rain barrel or other approved rainwater harvesting system if, in the written opinion of 7575 Kirby Homeowners Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. 7575 Kirby Homeowners Association, Inc. shall be the sole

arbiter to determine whether a proposed Rain barrel or other approved rainwater harvesting system constitutes such a condition.

#### **IV. POLICY REGARDING DISPLAY OF CERTAIN RELIGIONS ITEMS**

1. An Owner may display certain religions items on the entry to owner's property subject to the following restrictions:
  - a. Any religious item displayed must be motivated by the owner or resident's sincere religious belief;
  - b. No displayed religious item may:
    - i. Threaten the public health or safety in any manner whatsoever;
    - ii. Violate any Federal, state or local laws;
    - iii. Contain language, graphics, or depictions that are patently offensive to a passerby;
    - iv. Be displayed in any location other than the entry door or door frame of the property;
    - v. Extend past the outer edge of the door frame of the owner's or resident's dwelling;
    - vi. Exceed a total area of twenty-five (25) square inches.
  - c. 7575 Kirby Homeowners Association, Inc. reserves the right to remove any item so displayed that, in the judgment of 7575 Kirby Homeowners Association, Inc. violates one or more of the restrictions included herein. 7575 Kirby Homeowners Owners Association, Inc. shall be the sole arbiter to determine whether such a violation exists.

#### **V. POLICY REGARDING DISPLAY OF FLAGS**

1. An Owner may display certain (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official flag or replica flag of any branch of the United States armed forces on their property, subject to the following restrictions:

##### **General Restrictions**

- a. In addition to the requirements set forth herein below, display of the flag of the United States of America must conform with the requirements under the United States Code, Sections 5-10;

- b. In addition to the requirements set forth herein below, display of the flag of the State of Texas must conform with the requirements under the Texas Government Code Section 3100.
- c. Only one (1) freestanding flagpole or mounted flagpole bracket may be utilized by any owner or resident, per residence. No more than one (1) flag of the approved types delineated above may be displayed simultaneously.
- d. No flag may be displayed or maintained in any manner other than on a freestanding flagpole, or via a mounted flagpole bracket.
- e. All displayed flags, flagpoles and flagpole brackets must be maintained in good condition. In the event that any displayed flag, flagpole or flagpole bracket which is not, in the judgment of 7575 Kirby Homeowners Association, Inc. maintained in good condition, owner shall be responsible for repairing, replacing or removing said displayed flag, flagpole or flagpole bracket, upon written request of 7575 Kirby Homeowners Association, Inc. 7575 Kirby Homeowners Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- f. No displayed flags shall exceed three (3) feet in height, and five (5) feet in length;
- g. No owner may install a Flag on the property owned or maintained by 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.
- h. No owner may install a Flag on the property owned in common by the members of 7575 Kirby Homeowners Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.

#### Restrictions on Freestanding Flags

- a. No flagpole located in or on an owner's property may exceed twenty (20) feet in height;
- b. Any flagpole located in or on an owner's property must be constructed of a permanent, long-lasting material, with a finish appropriate to the material used in the construction of the flagpole, and harmonious with the dwelling;
- c. No flagpole located in or on an owner's property may be located outside the applicable building setback lines for that lot;

- d. If lights are used to illuminate the flag during evening hours, said lights must be directed in such a manner, and utilized at an intensity that does not substantially interfere with the use and enjoyment of other owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. 7575 Kirby Homeowners Association, Inc. shall be the sole arbiter to determine whether such a condition exists.
- e. No flagpole halyard, flagpole snap-hooks or other fastening devices shall be allowed to generate noise of an intensity or frequency so as to substantially interfere with the use and enjoyment of other owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. 7575 Kirby Homeowners Association, Inc. shall be the sole arbiter to determine whether such a condition exists.
- f. An owner or resident may be required to utilize flagpole snap-hook covers to eliminate flagpole noise at the request of 7575 Kirby Homeowners Association, Inc.

Restrictions on Flags Displayed in Flagpole Brackets

- a. No flagpole mounted in a flagpole bracket may exceed five (5) feet in length.
- b. If applicable, no flag displayed from a mounted flagpole bracket may extend beyond the airspace created by the boundaries of a fenced yard or patio area.
- c. No mounted flagpole bracket may be affixed to any portion of the general or limited common elements.

THEREFORE, BE IT RESOLVED THAT, 7575 Kirby Homeowners Association, Inc. adopts a uniform Policy to apply to all Unit Owners within 7575 Kirby Homeowners Association, Inc.;

BE IT FURTHER RESOLVED THAT, the Policy approved by this resolution touch and concerns all Lots within 7575 Kirby Homeowners Association, Inc., and shall run with the land to all subsequent owners of said Lots;

The Board of Directors of 7575 Kirby Homeowners Association, Inc. Hereby memorializes in its minutes its formal resolution providing a uniform Policy for all Lots within 7575 Kirby Homeowners Association, Inc.

## RECORDS RETENTION & ACCESS POLICY

### 1. **Association Records to be Made Available upon Proper Request.**

**a. Written Request.** The records of the Association are available for inspection by Owners upon receipt of a proper written request received via U. S. Certified Mail, Return Receipt Requested, from an Owner. Emails or other communications are not sufficient. Records are available for inspection by an Owner's agent, attorney or certified public accountant, provided that the Owner makes such designation in writing. The written request must contain sufficient detail to identify the records requested.

**b. Inspection of Association Records.** Within ten (10) business days of receipt of a proper written request pursuant to 1 (a), *supra*, the Association will respond with the location and dates and times available for the inspection. The date and time for such inspection shall be mutually agreeable. A representative of the Association must be present and supervise the inspection of records as the custodian of the Association records. The first hour of supervision is free of charge. There will be a \$15 charge per hour for additional hours of supervision.

**c. Association Records not Available for Inspection.**

Absent written authorization by the affected Owner, the Association will not permit the inspection of (1) individual Owners' deed violation histories; (2) individual Owner's financial information; (3) individual Owner contact information other than their address at the property; (4) information pertaining to Association employees; or (5) records and files of the Association's attorney(s).

**d. Copies of Records.** At the request of an Owner, the Association will provide copies of specific records, within ten (10) business days, upon receipt of copy charges for said records. The Association may produce copies of requested records in paper, electronic or other format. If copies of requested records cannot be produced within ten (10) business days, then the Association shall send a notice to the Owner within the original ten (10) day period. In such event, copies will be produced within fifteen (15) days of said notice.

**e. Copy Charges.** For paper copies, the following charges will apply:

Item	Charge
8 1/2" x 11" paper	\$0.10 per page
11" x 17" paper	\$0.50 per page
Specialty Paper	Actual cost

Item	Charge
Labor	\$15.00 per hour for actual time to locate, compile and reproduce records (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Overhead	20% of total labor charge (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Materials (labels, boxes, folders, etc., including postage)	Actual cost

The estimated total charge for copies of Association records will be due prior to any copies being made or released. Within thirty (30) business days of receipt, the Association will reconcile the actual cost to copy the records with its estimate and return any excess amount.

2. **Association Records Retention Policy.** The Board of Directors adopts the following policy concerning retention of Association records, and directs its property manager to develop, administer, and adhere to the following:
  - a. **Governing Documents.** Originals and/or certified copies of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws of the Association, Amendments thereto, Policies passed by Board Resolution and/or Owners, other documents filed with the Secretary of State related to the Association, Rules and Regulations for the property and amendments thereto, shall be permanently kept in the offices of property management.
  - b. **Association and Board Documents.** Originals and/or copies of agendas, meeting minutes and proposals, meeting notices, sign-in sheets, proxies, ballots and tally sheets pertaining to Annual and Special Meetings of Association Members, as well as agendas, meeting minutes, proposed and approved Board Resolutions, for all meetings of the Association's Board of Directors shall be kept in the offices of property management for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

- c. Accounting and Deed History Records.** Computerized accounting and deed restriction violation records for each Owner shall be maintained in electronic format by the property management company onsite for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.
- d. Other Association Files.** Originals and/or copies of file materials pertaining to an Owner's membership in the Association, including but not limited to maintenance assessment collection, deed restriction enforcement, correspondence, litigation matters, and other documents shall be kept in the offices of property management for two (2) years after such matter is closed, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.
- e. Association Communications.** Originals and/or copies of all communications sent and received by members of the Board of Directors on Association-owned computers, and those of agents of the Association conducting business on its behalf, shall be kept in their original format for five (5) years, after which such documents may be destroyed.
- f. Litigation Hold.** In the event the Association is involved in litigation, a "litigation hold" will be placed on all correspondence, electronic communications, voice mail, reports and other documents relevant to the matter forming the subject of the litigation. In such event, this provision supersedes subsections (a-e). Retention policies for matters in litigation will be established on a case-by-case basis.
- g. Other Charges.** Other charges made payable to the Association or Randall Management:

<b>Item</b>	<b>Charge</b>	<b>Payable To</b>
Monthly Collection Fee	None	N/A
Transfer Fee	\$150	Randall Mgt.
Refinance Fee	\$125	Randall Mgt.
Resale Certificate	\$100	Randall Mgt.
Mortgage Questionnaire	\$100-250 - Varies by the size & complexity of questionnaire - submit form for a quote.	Randall Mgt.

Rush Fee for Resale Cert. & Questionnaires	\$25.00 - Only if needed in less than 48 hours	Randall Mgt.
NSF Fee – Returned checks	\$25.00	Association
Credit Card Convenience Fee	\$10.00	Association
Title Search	\$40.00	Randall Mgt.
Lien Search	\$90.00	Randall Mgt.
Gate Transmitters	\$50.00	Association
Tenant Screening	\$35.00	Association
Certified Mail Fee	\$15.00	Association
Key to Gym	\$20.00	Association
Parking Stickers	N/A	N/A
Fines	\$75.00	Association
Termite Inspection	N/A	N/A
Force Deed Compliance	Varies by Violation & severity of the violation	Association Billed back at the rate charged by vendor.
Forced Repair	Varies by Violation & severity of the violation	Association Billed back at the rate charged by vendor.
Recreation/Pool Tags	\$5.00 per person	Association
Clubhouse Rentals	\$100.00	Association

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THIS INSTRUMENT OR ANY PROPERTY SUBJECT OF THESE INSTRUMENTS SHALL BE UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS, COUNTY OF HARRIS.

This copy of the instrument was FILED in File Number \_\_\_\_\_ on the date and at the time stamped hereon by me, and was duly RECORDED, in File No. \_\_\_\_\_, Records of Harris County, Harris County, Texas.

DEC 28 2011



*Stuart Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS