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08/26/2015 RP1 \$64.00

**CONDOMINIUM OWNERS' ASSOCIATION AMENDED MANAGEMENT CERTIFICATE  
FOR RIVER STONE I ASSOCIATION, INC.**

This Management Certificate is recorded pursuant to Section 82.116 of the Texas Property Code.  
This amends all prior Management Certificates filed for this association:

*Per Texas Property Code 82.116 "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Condominium Owners' Association Management Certificate"*

State of Texas §

County of Harris §

1. Name of Subdivision: River Stone I
2. Subdivision Location: Harris County, TX
3. Name of Homeowners Association: River Stone I Association, Inc.
4. Recording Data for Association: See Exhibit A of the Declaration
5. Recording Data for Declaration: Declaration of Condominium filed at the county under G175946, Volume 100, page 137  
Amended and Restated Declaration of Condominium Filed 8/27/2012 under Doc. #951218
6. These items were filed with the prior Management Certificate:  
Bylaws/Amended Bylaws/Second Amended Bylaws  
Articles of Incorporation  
First Amended Rules and Regulations  
  
The Resolutions listed below are filed with this Certificate.  
Records Retention Policy  
Records Inspection Policy  
Payment Plan Policy  
Membership Voting Policy  
E-mail Registration Policy  
Insurance Deductible Assessment Policy  
Assessment Collection Policy  
Violation Enforcement Resolution and Enforcement Resolution
7. Mailing Address and Contact Information for the Association and the Managing Agent:  
Spectrum Association Management, LP  
16690 Park Row  
Houston, TX 77084  
281-343-9178 Fax: 281-752-5482  
contact@spectrumam.com
8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

(2)  
IEE

RP 095-59-1538

IEE

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 20 day of August, 2015

River Stone I Association, Inc.

By: Kathleen S. Able  
Kathleen S. Able (of Spectrum Association Management) Managing Agent

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State of Texas §

County of Harris §

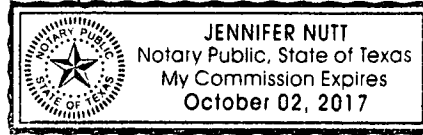
This Instrument was acknowledged and signed before me on 20 August, 2015 by

Kathleen S. Able, representative of Spectrum Association Management, LP, the Managing Agent for River Stone I

Association, Inc. on behalf of said Association.

After Recording Return To: ✓ Jennifer Nutt Notary Public, State of Texas  
Spectrum Association Management, LP

Attn: K. Able  
17319 San Pedro, #318  
San Antonio, TX 78232



HP 095-59-1539



**Records Inspection Policy for the  
The River Stone I Association, Inc.**

STATE OF TEXAS

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COUNTY OF HARRIS

This Records Inspection Policy for the The River Stone I Association, Inc. (the "Policy") is adopted by The River Stone I Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of The River Stone I Association, Inc.'s Board of Directors (the "Board") on February 20, 2015.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public accountant designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate;
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
  - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
  - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
  - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
  - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: February 20, 2015

Authorized Board Member Signature: \_\_\_\_\_

Date: 02/19/2015

RP 095-59-1541

**Payment Plan Policy for the  
The River Stone I Association, Inc.**

STATE OF TEXAS

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COUNTY OF HARRIS

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WHEREAS, The River Stone I Association, Inc. (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, the Association's Board of Directors (the "Board") desires to establish consistent guidelines for assessment payment plans;

NOW, THEREFORE, the Board has duly adopted the following "Payment Plan Policy" (the "Policy"):

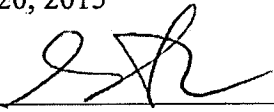
- 1.) Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- 1.) Duration & Terms
  - a. A Payment Plan shall have a minimum term of not less than 3 months;
  - b. Association may use its discretion to determine the maximum term of a payment plan;
  - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
  - d. Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
  - e. Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
  - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
  - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- 2.) Execution
  - a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.
- 3.) Fees and Payment
  - a. All payments shall be due by the date specified in the Payment Plan;
  - b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
  - c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

RP 095-59-1542

4.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: February 20, 2015

Authorized Board Member Signature:  Date: 02/19/2015

RP 095-59-1543



**E-mail Registration Policy for the  
The River Stone I Association, Inc.**

STATE OF TEXAS

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COUNTY OF HARRIS

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WHEREAS, The River Stone I Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

NOW THEREFORE, the Board has duly adopted the following "*E-mail Registration Policy*" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices: (1) the owner has completed the registration form available at [www.spectrumam.com](http://www.spectrumam.com) that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices, the registration form must be completed and submitted after February 20, 2015.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE: February 20, 2015

Authorized Board Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

02/20/2015

RP 095-59-1545



**Insurance Deductible Assessment Policy for the  
The River Stone I Association, Inc.**

STATE OF TEXAS                   §  
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COUNTY OF HARRIS           §

Pursuant to the Texas Business Organizations Code, the undersigned, being at least a majority of the directors of the Board of Directors (hereinafter the "Board") of The River Stone I Association, Inc., (hereinafter the "Association"), do hereby consent to and adopt the following resolutions:

RE: Insurance Deductible Assessment Policy

WHEREAS, Texas Property Code §82.111 allows that an Association, in certain situations, may determine who pays all or part of the cost to repair damage to a unit or common element to a party who is partially or wholly responsible, or who would otherwise be responsible in the absence of insurance, for such loss;


BE IT RESOLVED THAT in such case as the cost to repair damage to a unit or common element covered by Association's insurance is less than the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall be assessed the cost for the repair of the unit or common element.

IT IS FURTHER RESOLVED, if the Association's insurance provides coverage for the loss and the cost to repair the damage to a unit or common element is more than the amount of the applicable insurance deductible, the Association may assess the party responsible for the loss or the owner of the property the cost of the deductible or other costs before insurance proceeds are made available.

IT IS FURTHER RESOLVED, if damage to a unit or the common elements is due wholly or partly to an act or omission of any unit owner or a guest or invitee of the unit owner, the association may assess the deductible expense and any other expense in excess of insurance proceeds against the owner and the owner's unit.

IT IS FURTHER RESOLVED, if an amount is assessed against an owner and the owner's unit in accordance with this Resolution, that amount shall be a continuing charge and lien upon the owner's unit, and that continuing charge and lien on the unit binds the unit in the hands of the then owner, and the owner's heirs, devisees, legal representatives, successors and assigns.

EFFECTIVE DATE: February 20, 2015

Authorized Board Member Signature:  Date: 02/20/2015

RP 095-59-1546

**Assessment Collection Policy for the  
The River Stone I Association, Inc.**

STATE OF TEXAS                   §  
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COUNTY OF HARRIS           §

Pursuant to the Bylaws of The River Stone I Association, Inc. referenced above (referred to as "Association") and the Declaration of Protective Covenants, the Directors of The River Stone I Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Assessment Collections Policy


WHEREAS:

1. The Association's economic well-being relies on the timely payment of assessments and other allowable charges.
2. It is the Board's duty to use its best efforts to collect funds owed to the Association.

BE RESOLVED THAT:

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common areas that are an owner's responsibility, the cost of collection including but not limited to late fees, administrative fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the Assessment Collection Schedule (attached) shall be the assessment collection policy of the Association and shall be enforced.

EFFECTIVE DATE:                   February 20, 2015

Authorized Board Member Signature:                    Date: 02/20/2015

RP 095-59-1547

**River Stone I Association, Inc.**  
**Schedule of Collection Procedures / Collection Policy**

Collection Action *	Late Charge	Administrative Fee	Other Fees
1 <sup>st</sup> Notice: Courtesy Notice	Per governing documents	\$20	N/A
2 <sup>nd</sup> Notice: Notice of intent to perform a title search	Per governing documents	\$20	N/A
3 <sup>rd</sup> Notice: Notice to evaluate property's debt security (sent by certified mail)	Per governing documents	\$20	\$50 Title Search Fee charged to owner's account
4 <sup>th</sup> Notice: Notice to Turnover to Collection Agent/Attorney (sent by certified mail)	Per governing documents	\$20	\$150 Escalated Property Processing fee charged to owner's account.
Board Approval needed to send to attorney 209 Notice: 30 day cure notice is sent to prior to account being sent to attorney	Texas Property Code 209	\$20	\$30 Statutory Notice fee charged to owner's account.
Sent to attorney	Per governing documents	\$20	\$90 fee to process file to third party debt collector. Owner is responsible for all attorneys' fees/court costs paid by and/or charged to the Association.

\* **Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly thirty days apart from each other each requiring a payment due date before the next step in the collection process takes place. If a homeowner pays in full before the payment due date then collection action will cease on that homeowners account.

**Priority of Payments:** Interest shall bear on a late account per the governing documents of the Association. Payment on a delinquent account shall be applied first to delinquent assessment, current assessments, attorney's fees, fines and last to other amounts owed such as collection fee, late fees and interest.

**General Policy:** All fees/charges paid by the Association in connection with the collection of a homeowner's account shall be reimbursed by the homeowner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Spectrum and reimbursed by the homeowner.

The monthly (\$20) collection fee is charged to the homeowners account each month the account remains delinquent and is paid to Spectrum when the homeowner pays. The (\$50) title search fee (if applicable) and the (\$150) escalated collection fee (if applicable) are paid to Spectrum when the service is rendered and charged to the homeowners account for reimbursement of charges incurred.

**Payment Plans:** Payment plans shall be approved by management for extenuating circumstances and/or at management's discretion. Homeowners shall be required to sign an agreement and abide by it. If a homeowner does not abide by the agreement, then the homeowner shall be immediately turned over the Association's attorney for collection unless management decides to waive this provision because of extenuating circumstances.

**Collection of Account by HOA Attorney:** Once an account is turned over to the association's attorney all methods of collection shall be pursued. If the homeowner does not respond to the attorney's demand letter a lawsuit shall be filed and a judgment obtained. If the homeowner fails to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the home shall be foreclosed in accordance with the governing documents and the current state law. Once the home is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the home in accordance with state law.

**Other:** This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

RP 895-59-1548

**Violation Enforcement Resolution for the  
The River Stone I Association, Inc.**

STATE OF TEXAS

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COUNTY OF HARRIS

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Pursuant to the Bylaws of The River Stone I Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of The River Stone I Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

BE RESOLVED THAT:

1. All rules of the Association shall be enforced
2. The Violation Schedule (attached) shall be the Association's policy of enforcement.

EFFECTIVE: February 20, 2015

  
\_\_\_\_\_

Authorized Board Member

  
\_\_\_\_\_

Date

## Violation Schedule for the The River Stone I Association, Inc.

Violation Procedure	Status	Action Required
1 <sup>st</sup> Notice: Courtesy Notice (regular mail)	1 <sup>st</sup> Report/Sighting	10 days to correct
Subsequent Notices for Continued Violation	Non-compliance & No application for extension	30 days to correct
Final Notice: Final notice per Section 82.102 of the Texas Property Code (sent via certified mail)	Non-compliance & No application for extension	30 days to correct/if not corrected then sent to the Association's attorney.
The Board of Directors may authorize the account to be forwarded to the attorney.	Non-compliance & No application for extension	Attorney will work with owner to correct the violation.

### General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period the homeowner shall immediately be referred to the Association's attorney.

### Attorney Procedure

It is the option of the Board to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

**Other:** This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

RP 095-59-1550

RP 095-59-1551

FILED FOR RECORD  
8:00 AM

AUG 26 2015

*Stan Stewart*  
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

AUG 26 2015



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS