

**RIVER STONE I ASSOCIATION, INC.'S  
FIRST AMENDED RULES AND REGULATIONS**

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River Stone I Association, Inc. (the "Association") is a Condominium Regime established by the Declaration of Condominium for River Stone I, filed under Volume 100, Page 137 of the Condominium Records of Harris County, Texas, and all Amendments thereto and hereinafter referred to as the "Declaration."

These Rules and Regulations have been adopted by the Board of Directors of the Association in accordance with the Declaration and the authority granted to the Board of Directors under Section 82.102(a)(6) and (7) of the Texas Uniform Condominium Act.

The following Amended Rules and Regulations are effective August 1, 2010 and apply to all owners, tenants, and guests at River Stone I. All owners have the responsibility to instruct their family members, tenants, and guests as to the provisions of the Rules and Regulations, Policies, Bylaws, and Declaration of River Stone I. Furthermore, owners are also responsible for their family members', tenants', and guests' compliance with the Rules and Regulations, Policies, Bylaws, and Declaration. All owners must provide their tenant(s) with a copy of the Rules and Regulations, Policies, Bylaws, and Declaration of River Stone I.

The First Amended Rules and Regulations do not supersede the Declaration or By-Laws of Riverstone I. In the event that there is a conflict between the Declaration or By-Laws and the Rules and Regulations, the Declaration and By-Laws prevail.

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## **DEFINITIONS**

OWNER- The term owner shall mean "Unit Owner" as defined in the Declaration.

RESIDENT- The term resident includes, but is not limited to, the following: Homeowner, owner, tenant, renter, lessee, guest, invitee or occupant at River Stone I.

COMMON AREA or COMMON PROPERTY- The term refers to all property inside River Stone I's boundaries excluding individual units. Common Area or Property includes entrances, roofs, sidewalks, driveways, planted grounds, recreational areas, entry lobbies, elevators, and corridors.

## **RESPONSIBLE PARTY**

1. All owners are responsible for their conduct and actions as well as the conduct and actions of their family members, renters, lessees, guests, invitees, licensees and occupants. It is a violation of the Rules and Regulations if any owner, family member, renter, lessee, guest, invitee, licensee, and/or occupant disturbs the rights, comforts or conveniences of another individual within River Stone I.
2. It is the owner's responsibility to provide each family member, renter, lessee, guest, invitee, licensee, and occupant with a copy of the Declaration, By-Laws, and current Rules and Regulations. An owner may be fined for failure to provide any of the above documents.
3. An owner is responsible for the payment of any fine placed on the account corresponding to his/her unit, regardless of refusal of a third party to reimburse the owner.

## **UNWILLINGNESS TO PAY ASSOCIATION FEES AND FINES**

1. An owner who fails to timely pay all maintenance fees, interest charges, legal fees and/or fines levied against his/her account shall be subject to legal action which may include non-judicial foreclosure of their unit.

### **I. POOL AREA**

1. The pool is for owners, residents, and their guests only. Owners are responsible for the conduct of their guests, tenants, and their tenants's guests. All residents are responsible for the conduct of their guests. Failure to comply with the following rules for the pool will result in suspension of a resident's right to use the facilities and/or fines.
2. Children under 13 years of age must be accompanied by an adult. Adult residents are entitled to have a maximum of 5 (five) guests at the pool under their supervision unless

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prior written approval is received from the Association or its management company.

3. No running or horseplay is permitted around the pool. No diving is allowed.
4. Proper pool attire is required. Swimsuits only - no cutoffs or pants are allowed in the pool. Jumping into the pool fully clothed is not permitted.
5. No bottles or glass containers are allowed in the pool area. All personal items and trash are to be removed when leaving the pool area.
6. No pets are allowed in the pool or pool area.
7. Smoking, eating and/or drinking while in the pool is prohibited. Smoking, eating, and drinking are permitted on the pool deck, provided that the trash and cigarette butts are discarded in trash receptacles.
8. All trash, paper etc. must be removed upon leaving the pool area.
9. Noise and music will be kept at a reasonable level. The Board of Directors in their sole discretion may determine what noise level is reasonable. Any resident may call the police, if necessary, to control the noise.
10. Pool hours are 7:30 a.m. to 9:00 p.m. (Sunday - Thursday) and 7:30 a.m. to 10:00 p.m. (Friday and Saturday). The pool gate is not to be left open under any circumstances at any time.
11. Coins and other objects, which may cause damage to pool equipment, are not to be thrown into the pool.
12. Bicycles, large toys, roller-skates, skateboards, wheeled vehicles or toys of any kind or other inappropriate items are not allowed in the pool area. The Board of Directors in their sole discretion may determine what toys are appropriate or inappropriate for the pool area.
13. Any damage to the property, gate, pool and/or fence caused by an owner, tenant or guest may be repaired by the Association and charged to the owner's account. This includes pool furniture, deck, pool equipment etc. (Owners and residents are responsible for the conduct of their guests and will be charge for any damage caused by their guests.)
14. Permission to have a pool party must be obtained in advance from the Association. Neither delinquent owners nor their tenants will be permitted to have a pool party until the delinquent account is paid in full.
15. River Stone I Association, Inc. does not provide a Life Guard. Pool use is at each individual's own risk.

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16. River Stone I Association, Inc. is not responsible or liable for any claims or damages arising out of or attributable to any deliberate or negligent acts of any owner, guest, family member, agent, lessee, invitee or licensee.
  17. The pool shall be closed during servicing.
  18. No alcoholic beverages are allowed in the pool area.
  19. By using the pool area, each member and resident agrees to and shall hold harmless River Stone I Association, Inc., its agents, Management Company, offices, and directors for any damages or claims arising out of the use or misuse of the pool area and/or attributable to a violation of the pool rules.
  20. Any violation of the pool rules may result in fines, a lawsuit and/or owners, guests and residents being requested to leave the pool area. Two fines in one pool season shall result in the suspension of the right to use the pool facility. Prior to fining an owner or suspending his/her use of any common area, the Association will first comply with the notice provisions as set forth in Section 209.006 of the Texas Property Code.

#### POOL FUNCTIONS

1. In order to reserve the pool area for any function, a Pool Area Reservation Form and Contract must be filled out and submitted. A reservation allows a member to bring more than five (5) guests to the pool area. Written approval from the Association must be obtained prior to any pool function/party. All noted stipulations must be met before the function/party will be approved, including the receipt of a \*\$100.00 deposit.  
  
\* The \$100.00 deposit will be refunded, if the pool area is cleaned and there are no damages.
2. All fees and charges are subject to change without prior notice.
3. Reservations are on a first come, first served basis and must be made at least 5 days in advance IN WRITING.
4. A Pool function/party without prior written approval will be subject to an immediate fine of \$100 to be charged on the owner's/resident's maintenance account.
5. Reserving the pool area for a party does not exclude its use to other owners and residents.
6. Noise and music must be kept at a reasonable level and in compliance with the noise provisions as set forth above. All parties must conclude by 9:00 p.m. (Sunday - Thursday) and by 10:00 p.m. (Friday and Saturday).

7. Post event cleaning shall include:
  - a. Remove trash from the pool area and place it in dumpsters. No trash shall be left in or around the pool.
  - b. Clean chairs, rearrange furniture, remove debris etc.
8. The pool area including rest rooms must be cleaned by 7:30 a.m. the following day. Failure to properly clean the pool area to its original, pre-use condition will cause the Association to clean it at the owner's/resident's expense.
9. Any violation of the Pool Function Rules may result in a lawsuit for damages, forfeiting all or part of the deposit and/or suspension of owner's/resident's privileges, subject to the notice requirements as set forth in section 209.006 of the Texas Property Code.
10. Each owner and resident is responsible for all damages caused to the pool, pool area, pool equipment, and pool furniture.
11. Possession of a handgun or weapon under authority of the Texas Concealed Handgun Permit Law is prohibited in the pool area. Violators will be prosecuted.

## II. TRASH

1. Trash pick-up is provided three times a week. The current trash pick up schedule is Monday, Wednesday, and Saturday, unless otherwise notified. All trash must be placed in the trash dumpsters not next to the trash dumpsters or in the trash rooms. Non-compliance will result in the Association assessing a fine of \$100.00 to the Owners' maintenance account, subject to the notice requirements as set forth in section 209.006 of the Texas Property Code.
2. All trash areas must be kept clean, neat, and orderly by owners and residents. All common area or common property must be kept clean, neat, and orderly by owners and residents. Failure to keep these areas clean will result in a fine per occurrence to be charged to the owner/unit, subject to the notice requirements as set forth in section 209.006 of the Texas Property Code.
3. Littering of any kind, including cigarette butts and/or food is prohibited anywhere on the property.
4. Christmas trees shall only be disposed of in a dumpster or trash bin area.
5. Placement or storage of trash on balconies, patios or in halls for any period of time is prohibited.

6. Paint or chemicals shall not be placed in trash dumpsters and must never be poured into any drains.
7. Garbage must be placed in plastic trash bags and tightly secured.
8. All owners and residents must remove from the property at their expense all items which are too large to fit into a plastic trash bag. This includes, but is not limited to, appliances, mattresses, and similar items.
9. No hazardous, toxic or radioactive waste shall be placed in trash bins, dumpsters or otherwise disposed of on River Stone I property.
10. No resident shall place or cause to be placed any furniture, packages or other unsightly objects on the general common elements. The Board of Directors shall determine what is unsightly.

### III. PETS

1. The following rules apply to both owner occupied and rented units. If the unit is rented, an owner must provide his/her tenant with a Pet Agreement, which must contain the Pet Rules. A signed copy of the Pet Agreement must be provided to the Association. Prior to bringing any pet within the River Stone I complex, the unit owner must register the animal with the Association and obtain written approval to have the animal on the property. Common household pets, not more than two (2) per household, are allowed on the premises, provided such pets are not kept or maintained for commercial or breeding purposes.
2. Owners and tenants must keep their pets on a leash at all times while outside their unit. The leash shall not extend more than ten (10) feet. Cats must be kept indoors at all times. Note: Municipal law allows the appropriate authority to remove/confine any unleashed animals.
3. No more than two (2) cats or two (2) dogs, or one of each, weighing not more than fifty (50) pounds each, may be kept in any unit.
4. Owners and residents are responsible for the immediate removal of waste left by their or their guests' or tenants' pet(s) anywhere on the property. An owner or tenant who fails to immediately remove waste left by a pet will be fined. The Association reserves the right to clean and disinfect any patio at the Owner's expense if the owner fails to adhere to this Rule.
5. Owners of any pets soiling common elements, such as carpeting, shall be responsible for the cost to clean and/or correct the problem.

6. Pets may be walked along the south fence next to the bayou for necessary functions.
7. No animal shall be permitted to bark, howl or make other excessive noises, which may disturb other residents.
8. No animal may be left unattended on the property grounds, unit balconies or patios.
9. No pet may be allowed at River Stone I which the Board of Directors has determined to be an annoyance or nuisance to other residents.
10. All pets must have all recommended or required shots. The Association may request proof at any time.
11. No animal is permitted within the pool area.
12. No livestock, poultry or snakes are permitted on the property.
13. All pets must have the prior express written approval of and be registered with the Board of Directors.
14. Owners and residents shall be responsible and liable for any damages or claims arising out of or attributable to any deliberate or negligent violation of the Pet Rules and Regulations.
15. Pets shall not be allowed access to the common elements or limited common elements without supervision.
16. Each pet shall be the sole responsibility of the owner or resident to which it belongs.

#### IV. ENTRANCE, DRIVEWAYS & PARKING

1. The speed limit inside the River Stone I complex is 15 mph and shall not be exceeded at any time for any purpose. Anyone found or witnessed in violation of this rule is subject to being fined according to the notice requirements as set forth in section 209.006 of the Texas Property Code.
2. The entrance gate is to be used only for entering the complex, except when the other side is broken. Anyone witnessed using the entrance gate for exiting purposes is subject to being fined according to the notice requirements as set forth in section 209.006 of the Texas Property Code. Fines will be assessed to the unit occupied by the offending owner, resident or guest.
3. The exit gate is to be used for exiting purposes only, except when the other side is broken. Anyone witnessed entering the property by the means of the exit gate is subject

to being fined according to the notice requirements as set forth in section 209.006 of the Texas Property Code. Fines will be assessed to the unit occupied by the offending owner, resident or guest.

4. Owners are responsible for providing all lessees and renters with proper entrance cards and/or remote controls.
5. Owners and residents shall not permit their family, guests or invitees to use another owner's assigned parking space unless they have prior written consent from the owner.
6. Vehicles that are not properly parked shall be subject to removal at the owner's expense.
7. The removal of a vehicle from an assigned parking space is the sole responsibility of the owner/resident of the unit to which the parking space is assigned.
8. A vehicle improperly parked inside the River Stone I complex, in violation of any sign or in violation of the Rules and Regulations is subject to being towed at owner's expense.
9. All vehicles parked on River Stone I property must have current tags, license plates, a valid inspection sticker, and a numbered River Stone I parking permit. All vehicles in violation of these provisions are subject to a warning, fine and/or being towed at owner's expense.
10. It is strictly prohibited to park boats, campers, trailers, recreational vehicles, semi-trucks, trailers, 18 wheelers, moving vans or construction vehicles anywhere on River Stone I property.
11. Automobiles shall be parked only in the designated parking spaces. No unattended vehicles may be left in a driveway at any time.
12. No vehicles are to be parked by the white curbs, in Fire Zones, adjacent to garbage dumpster areas, No Parking areas, in the driveways or in more than one space.
13. Storage of trash, debris or other miscellaneous objects in parking spaces or carport areas is prohibited. Vehicles which are not in daily usage off the premises during any 72 hour period can be considered stored and are subject to being towed at the owner's expense.
14. Inoperative vehicles shall not be stored on River Stone I property and are subject to being towed at owner's expense.
15. Automobile repairs, including changing of fluids, and washing a vehicle are prohibited within the River Stone I complex.
16. Any vehicle parked in a designated handicapped space without proper identification posted on the vehicle is subject to being towed at the owner's expense.



17. The Board of Directors reserves the right to have vehicles parked in unauthorized areas removed at the expense of the owner.

#### V. BALCONIES AND PATIOS

1. Balconies and patios shall be kept free of all unsightly objects, including, but not limited to, bikes, exercise equipment, trash, debris, satellite dishes, miscellaneous materials, shelves or any other item which are visible from the ground level and deemed unsightly by the Board of Directors.
2. It is prohibited to hang garments, rugs or any other material from patio fences or balcony rails.
3. No open flames of any kind are allowed on balconies or patios. This includes all barbeque grills.
4. No garbage or trash is to be stored on balconies or patios, even temporarily.

#### VI. SATELLITE INSTALLATION POLICY

1. Prior to satellite installation a plan detailing the location and method of installation must be submitted to and approved by the Board of Directors.
2. No satellite dish, which is larger than one (1) meter (39") in diameter, shall be installed within the River Stone I complex.
3. It is unacceptable to fasten any part of a satellite dish, mounting, wiring or other harness for the dish to any part of the roof, siding or balcony flooring.
4. All satellites must be mechanically fastened to the individual unit's air conditioning condenser housing on the roof. If a dish sits on a separate frame, the frame has to be positioned in the immediate vicinity of the unit's air conditioning condenser and on appropriate padding to eliminate damage to the roof top. The wiring for the satellite dish shall be run through the a/c chase adjacent to the freon and thermostat wires. If it is not possible or feasible to run the wires through the chase, then such wires must run in or parallel to the cable conduit supplying the TV signal to the unit. All wires must be properly tied, fastened, and connected to be both neat and safe to enter the unit through the stucco and not the brick wall.
5. Upon completion of the satellite dish installation, on site personnel must be contacted and informed of the completed installation so that the same may be inspected.

VII. MAINTENANCE AND REPAIRS

1. Each owner is responsible for promptly performing at his/her own expense all maintenance and repair work within his/her own unit.
2. All repairs to internal installations of the unit such as telephone, air conditioner, sanitary installations, doors, windows, window screens, glass, electrical fixtures, equipment and all accessories and appurtenances belonging to the unit shall be at the owner's expense.
3. No waste or damage shall be committed in or on the common or limited common elements. Owners will be held responsible for any waste or damage to the common or limited common elements resulting from the deliberate or negligent actions of the owner, his or her agents, servants, tenants, family members, guests or licensees. The owner shall be obligated to reimburse the Association promptly upon receipt of a statement for any expenditure incurred by the Association for the repair or replacement occasioned by any such damage.

VIII. USE OF UNIT

1. All units shall be utilized for single-family residential purposes only.
2. No owner or resident may make structural modifications or alterations to his/her unit or installations located therein without first receiving express written approval from the Association.
3. Nothing shall be stored, done or kept in any unit, which may cause an increase in the rate of insurance for the property or which may cause any policies covering the premises to be cancelled or suspended or which will be in violation of any law.
4. No one-bedroom unit may be occupied by more than two residents. No two-bedroom unit may be occupied by more than four residents. No three-bedroom unit may be occupied by more than five residents.
5. Running a business, which would permit clients, employees or daily deliveries to enter and exit the property, is prohibited. Any owner or resident found conducting such business on the premises will be assessed a fine and asked to cease and desist such activity. If the problem persists, additional fines and legal action may be taken to prevent further infractions of this rule and to preserve the single family use restriction. Such fines will be levied in accordance with the notice provisions as set forth in Section 209.006 of the Texas Property Code.

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### IX. USE OF SECURED DOOR AND GATES

1. All first floor or ground floor doors and gates including entry gates and pool gates which allow entry into common areas are considered secured Association doors and shall remain closed at all times except when entering and exiting. This is for everyone's safety and security. Any owner or resident found preventing the closure of such door will immediately be assessed a fine for each and every occurrence, subject to the notice requirements of Section 209.006 of the Texas Property Code.
2. Any owner or resident found reproducing keys and giving out keys to persons other than River Stone I residents shall be immediately subject to fines and prosecution, subject to the notice requirement of Section 209.006 of the Texas Property Code.

### X. RIGHT OF ENTRY

1. All owners and residents, by acceptance of the deed or lease to their property, have granted a right of entry to the managing agent, Board of Directors or their authorized agent in the case of emergency, whether or not the owner or resident present. The Board of Directors, manager on duty or managing agent shall determine what is an emergency and their decision shall be final.
2. Per Section 82.102(a)(16) of the Texas Uniform Condominium Act, the Association, acting through its Board may enter a unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another unit or the occupants.

### XI. SALE OR RENTING OF A UNIT

1. Before any property can be leased or rented the owner of such property must submit a Rental Application to the Association's Management Company for a background check. A property may not be leased or rented until the owner has received written approval from the Association. The Rental Application fee is presently \$25.00, which is subject to change without notice.
2. All lessees or renters must be approved before moving into any unit within the River Stone I condominium complex.
3. To insure that all residents know the rules, owners are responsible for providing a copy of the Declaration, Bylaws, and Rules and Regulations to their renters prior to the time the unit is occupied. An owner may be fined for failure to provide any of the above documents.
4. Owners who lease their units are responsible for the actions of the lessee and lessee's

guests, family, invitees, and contractors. Accordingly, the owner is responsible for all violations of the Rules and Regulations by such individuals.

5. Purchasers shall notify the Association in writing of the purchase of any Condominium Unit within thirty (30) days after the date of conveyance. The following information shall be included: the names(s) of all persons or entities purchasing the unit and their respective mailing address(es) if different from the Condominium address.
6. In the event an owner relocates, it is the owner's responsibility to notify the managing agent/company in writing of the new address within thirty (30) days of relocating.
7. Rental agreements must be for a period of at least six (6) months.
8. If a renter moves in without approval or submitting the Rental Application, the owner will be assessed an immediate \$250.00 fine each month until approval is received from the Association, subject to the notice requirements of Section 209.006 of the Texas Property Code. If approval is not received within a reasonable period of time or eviction proceedings are not initiated by the owner, the Association's attorney may commence legal action. All attorney's fees will be charged to the owner's unit. If the Rental Application is received and the applicant is not approved, the tenant must be evicted by the owner and all legal fees accrued by the Association to initiate and/or assist in eviction proceeding will be charged back to the owner. Any owner who has violated this Rule in the past will have no grace period.

## XII. POSTING OF SIGNAGE AND SOLICITATION

No advertisement, posters or signs of any kind shall be displayed in the common areas or be visible from the common area without the prior express written consent of the Board of Directors or the management agent acting in accordance with the Board's direction. This includes "for sale" and "for lease" signs.

## XIII. BARBEQUE GRILLS/SMOKERS

1. No owner or resident shall operate any type of open flamed barbeque grill or pit within ten feet (10') of a building or structure. Use of any non-electric type grill is prohibited including, without limitation, charcoal, gas, and wood burning grills.
2. Each owner or resident shall comply with all provisions of the City of Houston Fire Code.
3. Violations of the City of Houston Fire Code may result in fines by both the Association and the City of Houston.

4. Each day a violation continues, it may constitute a separate offense under the City of Houston Fire Code.
5. Grills, smokers or barbeque pits are not to be stored on the common elements.

#### XIV. SMOKE DETECTORS

At least one (1) approved smoke detector shall be installed in each unit. This device shall be maintained in proper working order at all times. Each owner or resident shall comply with all laws, regulations, and ordinances with respect to smoke detectors.

#### XV. NOISE AND DISTURBANCES

1. Owners and residents shall avoid making or permitting to be made loud, disturbing or objectionable noises inside and outside, such as, but not limited to, musical instruments, radios, televisions, computers, amplifiers, car alarms, and any other noise making devices in such a manner as which they may disturb other residents.
2. No nuisance or illegal activity shall be committed or be permitted to occur in any unit or upon the common or limited common elements of River Stone I property and any violation of such will be acted upon by discretion of the Board of Directors.
3. Any Board Member or representative of the management company has the sole discretion to determine what an unacceptable nuisance is and his/her decision is final.

#### XVI. GENERAL PROHIBITIONS

1. Each owner shall keep and maintain the windows, window screens, and interior of his/her unit in good condition and repair. All windows forming part of the perimeter wall of a unit shall be kept clean by the owner.
2. No rugs, garments, laundry or otherwise unsightly items shall be permitted to extend from or be placed outside of a unit or on/in its windows, patio or balcony.
3. No aluminum foil or similar reflective materials may be used or placed over windows or doors of any unit. All exposed window coverings visible from the outside shall have white, off-white or beige backing. Any variations will need ACC approval.
4. It is prohibited to dust rugs or other materials out of windows, to clean rugs by beating on the exterior part of the building, nor may dust, trash or garbage be thrown out of windows, patios or balconies of a unit.

5. No owner, resident or guest shall litter on any part of River Stone I property. Any person witnessed to have violated this rule may be fined or face possible legal charges, subject to the notice requirements of Section 209.006 of the Texas Property Code.
6. No owner or resident shall make alterations, modifications or improvements or add any wiring for electrical or telephone installation, awnings, patio coverings or other similar devices to the common or limited common elements of River Stone I, nor shall he/she remove or add to the planting, structure, furnishings or other equipment or object, without receiving the prior express written permission of the Board of Directors or its acting managing agent through the consent of the Board.
7. No owner, resident, family member, renter, lessee, guest, invitee, licensee or occupant shall at any time cause damage, harm or destruction to any part of the common or limited common elements, which include, but are not limited to, the buildings, landscaping, fences, gates, roads, sidewalks, pool and carports as well as any other part of the premises owned and belonging to the Association. Violators shall be fined and/or charged back for the damages and may have legal action brought against them, subject to the notice requirements of Section 209.006 of the Texas Property Code.
8. No roll-up shades/blinds and awnings may be permitted on balconies without prior express written consent of the Board of Directors or the Management Agent acting in accordance with the Board's direction. If approved, shades/blinds have to be in white/off-white, beige/brown and in good condition. All shades/blinds within a unit must be of the same type and same color.
9. No drilling, digging, quarrying, or mining operation of any sort will be permitted on the property.

#### XVII. MAINTENANCE FEES /COLLECTION POLICY

1. All maintenance assessments and related charges are due in full on the 1<sup>st</sup> day of each month.
2. All assessments and related charges are late if not paid by 5:00 p.m. on the 15<sup>th</sup> day of each month.
3. Any assessments or related charges remaining on an owner's account at 5:00 p.m. on the 15<sup>th</sup> day of each month shall be subject to a late charge of presently \$15.00 which may be subject to change.
4. If there is an account balance due on an assessment account for any unit, after the 15<sup>th</sup> day of each month, the managing agent shall send a notice reminding the owner that the assessment is late and it must be paid within ten (10) days.

5. An assessment remaining unpaid for sixty (60) days or any account in arrears by seven hundred fifty dollars (\$750.00) or more shall be turned over to the Association's attorney for collection, which may include posting the property for non-judicial foreclosure.
6. All attorney's fees, court costs and other related charges of collection incurred through either the management company or the Association's attorney shall be charged back to the delinquent owner's account. All such charges shall be added to the amount of the assessments and collected in the same manner as assessments.
7. If the assessments are not paid in full within twenty (20) days after the attorney's first demand letter, the property will be posted for foreclosure at the next available foreclosure posting date. The foreclosure posting shall be in accordance with Section 51.002 of the Texas Property Code and the Declaration of River Stone I, along with its By-Laws, corporate charters and applicable resolutions of the Board of Directors.
8. If arrangements have not been made by the owner to pay the account by the foreclosure day noticed in the posting notice, the property shall be foreclosed and sold at foreclosure sale.
9. The Board of Directors and/or managing agent are authorized to grant the Power of Attorney to the Association's attorney as Trustee to notice and hold the sale.
10. If after foreclosure, an owner or his/her tenant(s) continues to occupy the unit, a forcible detainer (eviction) suit may be filed seeking possession.
11. Upon case-by-case approval of the Board of Directors, the Association's attorney will be authorized to file a deficiency suit against the owners whose units have been foreclosed, but who still owe a balance to the Association.
12. At all times during the collection process, the Association's Board of Directors, managing agent, and attorney are authorized to enter into a reasonable payment arrangement with an owner in an attempt to collect the assessments owed to the Association. In the absence of a reasonable payment schedule or full payment of the assessment account, the Association's Board of Directors, attorney and managing agent are instructed to complete the entire collection process automatically.
13. At all stages of collection, payments made by owners shall be applied to attorney's fees first and then to the oldest balance including maintenance assessments, late charges, interest, owner maintenance chargebacks, fines, penalties, insurance, and insurance deductibles.

XVIII. FINES

A. General Fines Structure

1. Fines will be imposed for any infraction by an owner, tenant and/or guest of the Declaration, Bylaws or these Amended Rules and Regulations. This policy will become effective August 1, 2010 and is subject to the notice requirements as set forth in Section 209.006 of the Texas Property Code. The fining structure will be as follows:

I. For immediately rectifiable offenses like pool infractions, littering, nuisances, disturbances, car related violations, pet rules, right of entry etc.

First Offense	1 week warning notice (except where stated otherwise in the Rules and Regulations).
Second Offense (or if not corrected within 7 days)	Certified letter
Third Offense (or if not corrected within 7 days)	Certified letter with \$150.00 fine

II. For offenses other than stated above such as repair to common elements, repair to hallways, patios including screen repair, installation of satellite dishes etc.

First Offense	14 days warning notice (except where stated otherwise in the Rules and Regulations).
Second Offense (or if not corrected within 30 days)	Certified letter
Third Offense (or if not corrected within 14 days)	Certified letter with \$200.00 fine

III. If the offenses reoccur or continue after the third notice, the Association will continue to assess the 3<sup>rd</sup> offense fine, respectively \$150 or \$200, every month the violation exists or each time it reoccurs within a six months period until abated. The Board may refer the matter to legal counsel for enforcement and/or collection. All fines are cumulative. All fees including all attorney's fees incurred by the Association in enforcing the governing documents and Rules and Regulations will be charged to the owner of the unit from which the violation occurred and will be added to the owner's assessment account and may be collected in the same manner as assessments.

If an offense results in damage or destruction to the limited or general common



elements all fines are in addition to the costs of labor and/or materials to repair or replace the damaged property.

B. Fine Policy Conditions

1. No one will be fined without the Association first sending a certified notice describing the violation and amount of fine and informing the owner that he/she is entitled to a reasonable period to cure the violation and avoid the fine and/or has the right to request a hearing on or before the 30<sup>th</sup> day after the date the owner receives the notice.
2. Any owner filing a dispute will be placed on the upcoming Board Meeting agenda no later than the 30<sup>th</sup> day after the date the Board receives the owner's request for a hearing. At the hearing, the owner will be allowed a reasonable period of time to present his/her reasons why the fine should not be imposed or should be abated.
3. All hearings, notices, and appeals will be held and conducted in accordance with Chapter 209 of the Texas Property Code.

Adopted by unanimous vote of the Board of RIVER STONE I ASSOCIATION, INC., at a meeting held on the 19<sup>th</sup> day of July 2010.

Signed this the 19<sup>th</sup> day of July 2010.

RIVER STONE I ASSOCIATION, INC.

BY: P. Voigt

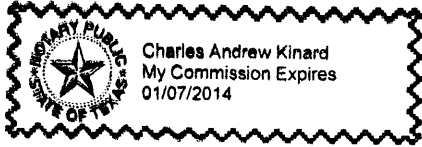
Printed name: Petra Voigt, President

BY: Barbara Hartdegen

Printed name: Barbara Hartdegen, Secretary

STATE OF TEXAS           §  
                                     §       ACKNOWLEDGMENT  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this the 19<sup>th</sup> day of July 2010, by Petra Voigt, President of RIVER STONE I ASSOCIATION, INC., and on behalf of said Association.

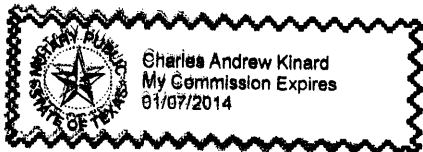


A handwritten signature in black ink, appearing to be "Charles Kinard", written over a horizontal line.

Notary Public in and for the State of Texas

STATE OF TEXAS           §  
                                     §       ACKNOWLEDGMENT  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this the 19<sup>th</sup> day of July 2010, by Barbara Hartdegen, Secretary of RIVER STONE I ASSOCIATION, INC., and on behalf of said Association.



A handwritten signature in black ink, appearing to be "Charles Kinard", written over a horizontal line.

Notary Public in and for the State of Texas

After filing Return to:

Sears & Bennett, LLP  
Attorneys at Law  
9700 Richmond, Suite 222  
Houston, Texas 77042  
Phone: (713) 782-1788  
Fax: (713) 783-1787

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
INDOMINIUM RECORDS OF COUNTY CLERK

208284  
FILM CODE \_\_\_\_\_

ANY PROVISIONS 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

EVER STONE I ASSOCIATION, INC.'S FIRST  
AMENDED RULES AND REGULATIONS

THIS IS PAGE 5 OF 5 PAGES

SCANNER KM-4850w

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 herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris  
County, Texas on



JUL 22 2010  
*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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 blackouts,  
additions and changes were present at the time the  
instrument was filed and recorded.