RIVER STONE I ASSOCIATION, INC.'S 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 property, 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 September 1, 2017 and apply to all unit owners, tenants, co-occupants, and guest (the "Residents") owning and/or leasing a unit located at the River Stone I Condominiums in one of the nine buildings numbered from 3005 to 3085 Walnut Bend Lane, Houston Texas 77042 (the "Property"). The unit owners are responsible to provide their Residents with a copy of the Rules and Regulations, Policies, Bylaws, and Declaration (the "Governing Documents") of the Association; and to instruct their Residents to adhere to the provisions of these Governing Documents.

These Amended Rules and Regulations do not supersede the Declaration or By-Laws of the Association. In the event that there is a conflict between the Declaration or By-Laws and these Amended Rules and Regulations, the Declaration and By-Laws will prevail.

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DEFINITIONS

ASSOCIATION -The term "Association" shall mean River Stone I Association, Inc.

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: tenant, cooccupant, guest, and may include Owner when used to define all Residents as a group, that are residing on Property.

COMMON ELEMENTS - The terms common elements shall mean "Common Elements" as defined in the Declaration under care of the Association.

LIMITED COMMON ELEMENTS – The term limited common elements shall mean "Limited Common Elements" as defined in the Declaration under care of the Association.

GOVERNING DOCUMENTS – The term Governing Documents shall mean the Declaration, Bylaws, Rules and Regulations, and any Policies of the Association.

RESPONSIBLE PARTY

- 1. Owners are responsible for their own conduct and actions as well as the conduct and actions of their Residents within the units and Association's Common/Limited Common Elements.
- 2. It is a violation of the Governing Documents to disturb the rights, peace, comforts, or conveniences of other Residents within the units and Association's Common/Limited Common Elements. Owners are subject to fines if they violate or offend any of the provisions of the Association's Governing Documents.
- 3. Owners are responsible for the payment of violations, offenses and fines, fees, cost, regardless of refusal of their responsible Resident party to reimburse the Owner.

I. POOL AND POOL FACILITIES

- 1. The pool/facilities are designated for Owners and Residents only. Owners are responsible for the conduct of their Residents. Failure to comply with the following rules will result in fines/suspension to use the pool facilities.
- 2. Children under 16 years of age must be accompanied by an adult. One adult Resident is permitted to supervise a maximum of 5 (five) children or other Residents inside the pool facilities. Residents that intend to host groups larger than 5 other Residents, need to obtain written approval from the Association's property management company and

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provide proof of adequate Adult Resident attendance for the amount of children/other Residents attending.

- 3. Diving, jumping, running, horseplay, or any other potential safety hazards are prohibited at the pool facilities.
- 4. Specifically designated swimwear and pool attire is required in the pool. Any other (daily wear) clothing items and/or shoes are prohibited inside the pool. Nudity is prohibited in the pool/pool facilities and any of the Common/Limited Common Elements.
- 5. Bottles or glass containers are strictly prohibited in the pool/pool facilities and Common Elements. All personal items and waste are to be removed prior to leaving the pool facilities.
- 6. Pets are prohibited in the pool/pool facilities.
- 7. Eating and/or drinking inside the pool is prohibited. Eating and drinking are permitted on the pool deck, provided that all food debris, waste, and garbage are discarded in the designated wastebaskets. Alcoholic beverages are prohibited in the pool/pool facilities and Common Elements.
- 8. All personal items, waste, garbage, wrappers, papers, cans, etc. must be removed prior to leaving the pool facilities.
- 9. Resident noise and music within the pool facilities shall be kept within reasonable noise level, in consideration of other Residents. Any Resident may report violations to the Association's property management company and/or call the police to report disturbance of peace or nuisance regarding loud noise levels or other pool violations.
- 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). Residents must ensure that the pool gate remains locked at all times for safety.
- 11. Coins and any other objects, which may cause damage to pool/equipment and water quality, are prohibited inside the pool.
- 12. Bicycles, large toys, roller-skates, skateboards, wheeled vehicles or objects (other then items specifically designated/intended for use in pools) are prohibited in the pool facilities.
- 13. Any cost incurred by the Association for repairs and clean-up of damages to the interior/exterior of the pool/facilities, gate, fence, furniture, deck, equipment, water quality, and any other Common Elements caused by Residents, will be charged back to Owner's account.

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- 14. Permission for a pool party must be obtained one week in advance and in writing (via email is acceptable) from the Association's property management company. Owners with delinquent maintenance accounts are prohibited from party privileges until the delinquent account is paid in full.
- 15. The pool facilities will be closed during servicing.
- 16. The Association does not provide a Life Guard. Pool use is at each Resident's own risk. The Association is not responsible or liable for any Resident claims or damages arising/attributable to, but not limited to: a) any Resident's accidental, deliberate, negligent acts; b) violations of the Governing Documents; and c) use/misuse, related to the pool, pool facilities and Common Elements.
- 17. Two (2) Violation fines in one pool season shall result in the suspension of use of the pool facilities.

II. GARBAGE

- 1. The Association's Waste Management contractor's current garbage pick-up schedule is on Monday, Wednesday, and Saturday of each week, unless otherwise notified. Resident's must place garbage, inside their designated large garbage dumpsters for each respective building. Placing any garbage, trash, furniture, mattresses, Christmas trees, appliances, oversized waste items, and other disposable objects in the garbage shoot/areas or anywhere outside of the Garbage Dumpster and Common/Limited Common Elements is prohibited. Charges for damage repairs, clean-up, and oversized waste pick-up services, due to inappropriately placed garbage or oversized waste will be directly charged back to the responsible Owner's account.
- 2. Littering of any type, including cigarette butts and/or food is prohibited anywhere on the Common/Limited Common Elements. Feeding birds, cats, or other animals with any type of food is considered littering and is prohibited on the Common Elements. Charges for damage repairs and clean-up of garbage/animal waste, incurred by the Association, due to littering will be directly charged back to the responsible Owner's account.
- 3. Placement or storage of garbage on balconies, patios, and inside/outside building the Common Elements for any period of time is prohibited. Charges for damage repairs and clean-up/removal of waste due to storage of garbage will be directly charged back to the responsible Owner's account.
- 4. Garbage must be placed in proper garbage bags and tightly secured prior to disposing into the designated Garbage Dumpster.
- 5. Disposing of hazardous chemicals and bio-hazardous waste on Common/Limited Common Elements, in/around the Garbage Dumpsters, and/or plumbing drains is prohibited. Charges for any services required for removal, clean-up, and damage repairs,

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due to disposal of such chemicals/waste will be directly charged back to the responsible Owner's account.

6. Owners are required to provide the Association's property management company with the move-in/out dates of their Residents.

III. PETS

- 1. Residents must keep their pets on a (maximum 7 foot) leash at all times while walking on Common Elements. Municipal law allows the Association to remove/confine any unleashed animals.
- 2. Animals weighing more than fifty-five (55) pounds are prohibited in Units and Common/Limited Common Elements.
- 3. Residents are responsible for removing their pet's waste from buildings, in/outside lobby entrances, sidewalks, and marked parking areas. Charges for any services required for removal, clean-up, and damage repairs, incurred by the Association, due to pet waste will be directly charged back to the responsible Owner's account.
- 4. Pets are permitted on the back lawn areas, at the back of buildings and along the south fence next to the bayou, for necessary bio-functions.
- 5. Excessive animal noises causing disturbance of peace to other Residents are prohibited. Residents with repeated pet violations are subject to notice of pet removal from the Property.
- 6. Animals may not be left unattended on the Common/Limited Common Elements.
- 7. Life stock, poultry, and pets containing poisonous venoms i.e. snakes, spiders, salamanders, etc., are prohibited anywhere in the Owner units, Common/Limited Common Elements.
- 8. Owners are solely responsible for any and all damages/claims related to their pets, whether arising out/but not limited to accidental, deliberate, negligent acts, and/or violations of the Governing Documents.
- 9. Residents are prohibited from conducting any commercial/business pet transactions, including but not limited to pet breading, grooming services, obedience training, and other pet sales/procurement activities in Owner Units and Common/Limited Common Elements.
- IV. ENTRANCE, SPEED LIMIT, AND PARKING

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- 1. The permitted speed limit inside the Common Elements is 10 mph and shall not be exceeded at any time. Violations are subject to fines and legal actions. Charges for damage repairs to Common Elements, incurred by the Association, arising out of or resulting from speeding will be directly charged back to the responsible Owner's account.
- 2. Residents shall use the entrance gate only for entering and the exit gate only for exiting the Common Elements, unless otherwise instructed by the Association due to gate maintenance. Residents using the wrong side of the gate to enter or exit the Common Elements are subject to violation fines. Charges for damage repairs to the gate/fence and/or Common Elements, arising out of or resulting from Residents entering or exiting the wrong side of the gate, will be directly charged back to the responsible Owner's account.
- 3. Owners are responsible for providing their Residents with access to the Common Elements, entrance cards, remote controls, keys, and mailbox keys.
- 4. Vehicles shall be parked only in respective Resident's assigned parking spaces. Residents are prohibited to park in other Residents assigned parking spots without prior approval of the Resident, to whom the parking lot is assigned.
- 5. Vehicles that are parked in other Residence assigned parking, are subject to fines, to the Owner's account responsible for the parking violation. Residents have the right to independently engage wrecker services and remove any vehicle wrongfully parked in their parking lot.
- 6. All Residents vehicles parked in the Association's assigned and marked parking areas must have current license plates, registration, valid inspection stickers, and valid Association Parking Sticker's. Residents must provide vehicle information and obtain Association Parking Stickers from the Association's property management company or onsite office. Vehicles in violation of this provision are subject to fines and/or towing, at the responsible Owner's expense.
- 7. It is prohibited to park boats, campers, trailers, recreational vehicles, semi-trucks, towing trucks, 18-wheelers, moving vans, construction vehicles, and other oversized vehicles in Association's parking areas and Common Elements; any such vehicles that are engaged by Owners for verifiable maintenance services are only permitted for the time it requires to perform the services.
- 8. Storing of inoperative vehicles is prohibited on Association's parking areas and Common Elements. Inoperative vehicles are subject to towing at the responsible Owner's expense, unless the Resident obtains written permission (via email is acceptable) from the Association's property management company for reasonable, temporary/short-term parking (as determined by the Association) due to special circumstances, such as Resident's hard-ship, vehicle accidents, etc.

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- 9. Vehicle repairs and maintenance are prohibited in designated/marked parking lots and Common Elements.
- 10. Vehicles parked in a designated handicapped space without visible, valid handicap identification are subject to towing at the responsible Owner's expense.
- 11. Residents borrowing vehicles from other parties/rental agencies on a temporary basis, less than one (1) month, are permitted to park in their designated/marked parking lot or guest parking, without an Association Parking Sticker. Residents requiring to borrow/rent vehicles for longer than one (1) month are responsible to notify the Association's property management company, providing the relevant vehicle information and expected time period the borrowed/rented vehicle will remain on Association's Common Elements. For long-term borrowed/rented vehicles, obtaining the Association Parking Sticker shall be required.
- 12. Guest, vendors/contractors must park in designated guest parking and abide by all Association's vehicle rules such as posted speed limits, handicap/designated parking, entrance/exit gates, etc.

V. BALCONIES AND PATIOS

- 1. It is prohibited to store unsightly objects on balconies and patios including, but not limited to storage boxes, construction materials, clothes lines, satellite dishes, shelves, or any other items, which are visible from the ground level and deemed unsightly by the Association/property management company.
- 2. It is prohibited to hang clothing garments, rugs, flowers, or any other material from patio fences or balcony rails.
- 3. Open flames, gas, electric or charcoal grills of any type are prohibited on balconies and patios.

VI. OWNER'S CONTRACTOR EQUIPMENT INSTALLATIONS

1. Residents are responsible to verify/schedule roof access appointments with the Association's property management company, prior to scheduling contractors for Airconditioning, Satellite, Cable TV, and Internet installation. Residents are required to provide verifiable, written proof of the respective Owner's approval prior to conducting the installation in their unit. Due to safety the roof access is contingent upon weather conditions, contractor's cooperation/compliance with Association/property Association's management company's scheduling, sign-in, safety, and installation instructions. The Association has the right to reschedule or prohibit roof access due to weather, safety, and/or compliance reasons at any time.

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- 2. Residents are responsible to provide the Association's property management company with a written (via email is acceptable) plan from the contractor detailing the safety measures, installation specifications, mounting, wiring and cable placements on the roof and building.
- 3. Installation Contractors are required to comply with the Association's verification process, complete the Sign-In/Out Log, provide a valid form of identification/company badge, and proof of liability insurance.
- 4. Satellite dishes, larger than one (1) meter (39 inches) in diameter, are prohibited from installation on Common Elements.
- 5. Mounting any part of Satellite Dish/equipment directly to the roof is prohibited. Satellite Dish installation is required to be mounted on Non-Penetrating-Roof-Mounts, which are placed on a rubber pad and secured at each of the four (4) corners by a cinder block. Placing mounts at the edge of the roof or at any roof location, visible by the public from the Common Elements is prohibited. The cables/wiring shall be placed without slack, neatly along the corners of the building walls and together with already existing cables/wires, must be safely fastened inside approved cable conduits; cables and wires shall not be visible on the building walls.
- 6. Installation debris/garbage must be removed from the roof, buildings, roof access rooms, and the Common Elements. Immediately upon completion of the installation, Residents are required to inform the Association's property management company for inspection and compliance verification.
- 7. Charges incurred by the Association for damage repairs, debris removal, or clean-up, caused by installation contractors to the roof, entrance hatch, access room, building, or any other Common Elements, will be directly charged back to the responsible Owner's account.

VII. MAINTENANCE AND REPAIRS

1. Owners are responsible for promptly performing all maintenance and repairs required within their units including, but not limited to pluming, electrical, Air Conditioning/Heater, phone installation, flooring, walls, ceilings, etc. at Owners expense. Contractors (engaged by Residents to perform repairs) are required to comply with the Association's verification process, complete the Sign-In/Out Log, provide a valid form of identification/company badge, proof of liability insurance, and all applicable licenses and certification. The Association has the right to prohibit the contractor from access to in/outside of the Common Elements at any time, due to failure to adhere to Association's safety, compliance, and/or identification process.

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- 2. Any charges incurred by the Association for damage of any kind, repairs, debris removal, or clean-up to the Common Elements caused by Resident's contractors, will be directly charged back to the responsible Owner's account.
- 3. Owners must ensure/obtain proof that contractors engaged for private unit repairs are insured; and where applicable, contractors must be licensed and certified for the work/services they conduct.

VIII. USE OF UNIT

- 1. All units shall be utilized for single-family residential purposes only.
- 2. Residents are prohibited to store and/or conduct activities in their units, which may cause an increase in the Association's insurance rate and/or may cause any portion of the Association's insurance policies to be cancelled or suspended.
- 4. One-bedroom units shall not be occupied by more than three (3) Residents. Two-bedroom units shall not be occupied by more than four (4) Residents. Three-bedroom units shall not be occupied by more than six (6) Residents.
- 5. Residents are prohibited from operating/conducting any commercial/business, that attracts clients, employees, and commercial visitors inside/outside Common/Limited Common Elements.
- 6. Hazardous chemicals, bio-hazardous waste, and combustible fluids/substances (other than regular household cleaning supplies) are prohibited from storing in units or anywhere on Common/Limited Common Elements. Cost incurred by the Association for removal, clean-up, damages, and claims due to such chemicals/substances are subject to legal actions and will be directly charged back to the responsible Owner's account.

IX. USE OF SECURED DOORS AND GATES

- 1. All Common Element/building doors, entry/exit gates, and pool gates, which allow entry into/onto Common Elements are considered secured Association doors and shall remain closed at all times for Resident's safety and security. Any Residents preventing the closure of such doors/gates will be fined, subject to the notice requirements of Section 82.102(a)(12) of the Texas Property Code.
- 2. Any Residents providing building keys to persons/vendors and third parties, other than Association Residents, will be directly charged back for any cost incurred by the Association for any claims including, but not limited to vandalism, damages, clean-up, legal actions, etc. due to unauthorized access of third parties. Residents will also be subject to fines according to the notice requirement of Section 82.102(a)(12) of the Texas Property Code.

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X. RIGHT OF ENTRY

- 1. All Owners, by acceptance of the deed or lease to their unit, have granted a right of entry into the Condominium Units, to the Association, in the event of reasonable appearance of emergency, whether or not the Resident is present. Any entry into a Condominium Unit for purposes of exercising the Association's power for this purpose shall not be deemed a trespass.
- 2. Per Section 82.102(a)(16) of the Texas Uniform Condominium Act, the Association, may enter a unit for bona fide emergency purposes when conditions present/appear to present an imminent risk of harm or damage to the Common Elements, another unit or the occupants.

XI. LEASE OR SALE OF UNITS

- 1. Prior to lease of a unit, Owners must submit to the Association: a) Property Lease information including all Resident's occupants; and b) Background information of the potential Applicant Residents for the purpose of ensuring that the lease will not cause the Association to fail to have more than 51% of its units occupied by owners and/or ensuring the prospective tenant is not a registered sex offender in the State of Texas or any other state. These Rules and Regulations are not intended to conflict in any way with any requirement necessary for the Association to obtain "FHA Certification."
- Owners are responsible for providing copies of the Governing Documents to their Residents at the time of unit lease.
- Owners are responsible for their Resident's actions/inactions and all violations of the Governing Documents.
- 4. Owners shall notify the Association in writing (email is acceptable) of the sale/purchase of a unit within thirty (30) days after the date of conveyance. The following information shall be included: a) the name(s) and mailing address(es) of Sellers; b) name(s) and mailing address(es) of Purchasers; c) unit address subject to the Sale/Purchase.
- 6. It is Owner's responsibility to notify the Association in writing (email is acceptable) within thirty (30) days of change of (mailing) address.
- 7. Lease Agreements are subject to a minimum of least six (6) months leasing period.

XII. POSTING OF RESIDENT CORRESPONDENCE

Residents are prohibited to post notices, messages, advertisements, posters, signs, etc. (the "Resident Correspondence") of any kind on the Common/Limited Common Elements, except on the Bulletin Boards located directly above the Lobby's mailboxes.

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Any Resident Correspondence posted/deemed inappropriate by the Association, shall be removed, and are subject to violation fines as set forth in Section 209.006 of the Texas Property Code.

XIII. BARBEQUE GRILLS/SMOKERS

- 1. Residents are prohibited to operate any type of open flamed barbeque grill/pit or Smokers of any kind within ten feet (10') of a building or structure inside/outside of the Common/Limited Common Elements. Use of any non-electric type grill is prohibited including, without limitation, charcoal, gas, and wood burning grills.
- 2. All Residents shall comply with all laws, regulations, and ordinances of the City of Houston Fire Code.
- 3. Violations of the City of Houston Fire Code may result in violation fines by both the Association and the City of Houston.
- 4. Each day a violation continues, it may be subject to an additional/separate citation under the City of Houston Fire Code.

XIV. SMOKE DETECTORS

Owners are required to install at minimum of one (1) functional/fire code approved smoke detector in each unit. This device shall be maintained in proper working order at all times. Residents shall comply with all laws, regulations, and ordinances with respect to smoke detectors.

XV. NOISE AND DISTURBANCES

- 1. Owners are responsible for their own/Resident's actions/inactions and are prohibited to make any loud, disturbing or objectionable noises inside/outside units and the Common/Limited Common Elements, such as, but not limited to: musical instruments, radios, televisions, computers, amplifiers, car alarms, Resident's singing/shouting, domestic disturbances, pet barking/noises, and any other noises/devices, which may disturb the peace of other Residents.
- 2. Any nuisances or illegal activities are prohibited in all units, Common/Limited Common Elements and are subject to legal actions/violation fines as set forth in Section 209.006 of the Texas Property Code.

XVI. GENERAL PROHIBITIONS

1. Owners shall keep and maintain the windows, window screens, and interior of unit in good/repaired condition. All windows forming part of the perimeter wall of a unit shall be kept clean by the Owner.

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- 2. Rugs, garments, laundry, flower pots/baskets, or otherwise unsightly/unsafe objects shall be prohibited from placement outside of a unit or on/in its windows, patio, or balcony.
- 3. Aluminum foil or similar reflective materials are prohibited from placement over windows/doors or on patios of units. All exposed window coverings visible from the outside shall have white, off-white or light beige backing. Any variations require Association approval.
- 4. It is prohibited to throw garbage, dust, furniture, or any other items whatsoever, out of windows, patio/balcony of units; and/or to dust rugs or clean any other objects/materials; or to beat rugs any other objects/materials on the exterior part of building walls, and Common/Limited Common Elements;
- 5. Residents are prohibited from littering on any part of the Common/Limited Common Elements. Violations/fines or legal charges will be subject to the notice requirements of Section 209.006 of the Texas Property Code.
- 6. Residents are prohibited to make alterations, modifications or improvements or add any wiring for electrical/telephone installation, awnings, patio coverings, or any other devices/objects to the Common/Limited Common Elements without the express written approval of the Association.
- 7. Residents are prohibited to cause vandalism, damages, and/or destruction to any part of the units or Common/Limited Common Elements, which include, but are not limited to, the buildings, landscaping, lawns, fences, gates, roads, sidewalks, pool, lights, carports, or any other part of the premises of the Association. Violations shall be fined and/or charged back for all cost of damages/repairs to responsible Owner account. These offenses may also be subject to legal actions against the responsible Owner.
- 8. Roll-up shades/blinds and awnings on the balcony/screens are prohibited.
- 9. Residents are prohibited from conducting drilling, digging, quarrying, or mining operations of any sort in units and/or Common/Limited Common Elements.

XVII. MAINTENANCE FEES /COLLECTIONS

- 1. All maintenance/special assessments, violation-, legal-, collection-, and related/other fees (the "Assessments") are due in full on the 1st day of each month.
- 2. All Assessments are late if not paid by 5:00 p.m. on the 15th day of each month.

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- 3. Any Assessments remaining on an Owner's account after 5:00p.m. on the 15th day of each month shall be subject to a late fee of twenty (\$20.00) dollars, which fee may be subject to change by the Association, at any time.
- 4. Any Assessment remaining unpaid for thirty (30) days or any account in arrears, by three hundred (\$300.00) dollars or more, will be mailed a Late Notice from the Association's property management company and is due for immediate payment by the responsible Owner.
- 5. Any Assessments remaining unpaid for sixty (60) days or any account in arrears, by nine hundred (\$900.00) dollars 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 by the Association, shall be charged back to the delinquent Owner and are subject to immediate payment by the responsible Owner.
- 7. If the Assessments are not paid in full within twenty (20) days after the Association attorney's first demand letter or the delinquent Owner fails to establish a payment arrangement subject to Association's approval, then the unit 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 along with the Governing Documents and applicable Resolutions.
- 8. If delinquent Owner fails to establish payment arrangement by the foreclosure day noticed in the posting notice, then the unit shall be foreclosed and sold at public foreclosure sale. Association's Board Members may not benefit directly or indirectly from such a foreclosure sale.
- 9. If after foreclosure, Residents continue to occupy the unit, a forcible detainer (eviction) suit may be filed seeking possession.
- 10. Subject to case-by-case approval by the Association, the Association's attorney may file a deficiency suit against the Owner, whose unit has been foreclosed, but who still owes a balance to the Association.
- 11. At all stages during the collection process, the Association may opt to enter into a reasonable payment arrangement with an Owner in an attempt to collect the assessments owed to the Association.
- 12. At all stages of collection, delinquent Owner's payments shall be applied to attorney's fees first and then to the oldest Assessments balance.

XVIII. VIOLATION FINES/DAMAGE CHARGES

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- 1. General Fines Structure: Any violation of the Governing Documents is subject to assessment of violation fines according to the notice requirements as set forth in Chapter 81 of the Texas Property Code, and as applicable, Chapter 82 of the Texas Property Code.
- 2. Violation Notices: Prior to assessing violation fines, the Association will issue notices to responsible Owner's describing the violations and requesting correction/cure of the violations. For general violations of the Governing Documents, not involving material damages/destruction to the Association's Common/Limited Common Elements (the "Violations"), the Association will issue the following notices to the responsible Owner:

<u>First Violation Notice</u> – notice describing the Violation and Association's request to responsible Owner for correction/cure of the cited Violation within seven (7) days (the "Cure Period"); or issue a request in writing (email is acceptable) to the Association scheduling a hearing with the Association.

<u>Second Violation Notice</u> – if the responsible Owner has not corrected/cured the Violation or scheduled a hearing with the Association within the requested Cure Period above, then a Certified Letter requesting immediate correction/cure of the Violation is issued.

<u>Third Violation Notice</u> – if Second Violation is not corrected within five (5) days of the notice date, then a Certified Letter assessing \$175.00 Violation fine is assessed to the responsible Owner's account.

Any Owner providing written request for a hearing, is placed on the upcoming Board Meeting agenda no later than the 30th day after Owner's written request is received. At the designated hearing, the owner will be allowed a reasonable period of time to present reasons for dismissal/abatement of the Violation. If the responsible Owner fails to appear does not present a valid reason/resolution in compliance with the Governing Documents for dismissal of the Violation, than the Violation fine shall be imposed and charged to the Owner's account.

- 3. Reoccurring Violations: In the event that Violations reoccur or continue after the Third Notice, the Association shall continue to assess the Third Violation fine, respectively of \$175.00 every month while the Violation exists or each time it reoccurs within a six (6) months period until abated. The Association may refer the matter to the Association's attorney for enforcement and collection. All fees including attorney's fees incurred by the Association in enforcing the Governing Documents will be charged to the responsible Owner.
- 4. Damage Charges: For property damage or destruction resulting in pecuniary loss of the Association's Common/Limited Common Elements caused by the Owner or its Residents (the "Damages"), the Association may assess damage charges against the responsible Owner. In any remedial action, to the maximum legal extent, the Owner responsible for the abatement, which is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

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5. Damage Notice: The Association shall issue a notice of the Damage charge no later than thirty days after the assessment of the Damage charge by the Association ("the Damage Charge Notice"). The Damage Charge Notice shall: (1) describe the Damage(s), (2) state the amount of the Damage charge, and (3) allow the Owner to issue a written request (email is acceptable) for a hearing to contest the Damage charges before the Association no later than thirty (30) days after the date of the Damage Charge Notice. Owner's written request for a hearing shall be placed on the upcoming Board Meeting agenda no later than the 30th day after Owner's written request is received. If the responsible Owner fails to: a) request a hearing within the thirty (30) days specified herein; b) fails to appear to a scheduled hearing; or c) does not present a valid resolution in compliance with the Governing Documents, than the Association shall assess the Damage charge to the Owner's account at the conclusion of the hearing.

Adopted by unanimous vote of the Board of Directors of RIVER STONE I ASSOCIATION, INC., at a meeting held on the 1st day of September 2017.

RIVER STONE I ASSOCIATION, INC.

Signed on this Human of September, 2017

BY:

Daniel Marquez, President

ON THIS DAY, personally appeared before me Daniel Marquez, Witnessed by my hand and official seal hereto affixed the // Wday of September, 2017.

SHIRLEY G. AUSTIN-ROBERTS MY COMMISSION EXPIRES August 11, 2018

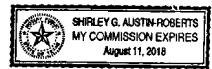
Notary Public in and for the State of Texas, County of Harris.

My Commission Expires: __

Page 15 of 16 Rules and Regulations River Stone I Association, Inc. BY: Sarah Lara, Treasurer

ON THIS DAY, personally appeared before me **Sarah Lara**, Witnessed by my hand and official seal hereto affixed the <u>May</u> day of September, 2017.

Notary Public (



Notary Public in and for the State of Texas, County of Harris.

My Commission Expires: August 11, 2016

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RP-2017-403651
Pages 17
09/13/2017 08:54 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$76.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

OF HARRIS COUNTY, WITH THE PROPERTY OF THE PRO

COUNTY CLERK HARRIS COUNTY, TEXAS

Stan Stanart