

MANAGEMENT CERTIFICATE FOR
PIEDMONT CONDOMINIUM ASSOCIATION, INC.

STATE OF TEXAS §
COUNTY OF HARRIS §

- 1. Name of Condominium: Piedmont at River Oaks (2)
1EE
- 2. Location of Condominium: 1010 Rosine St., Houston, TX
- 3. Name of Homeowners Association: Piedmont Condominium Association, Inc. 1EE
- 4. Recording Data for Condominium: See Exhibit "A"
- 5. Recording Data for Declaration: See Exhibit "A"
- 6. Name and mailing address of Association: Piedmont Condominium Association, Inc., 5295 Hollister St. Houston, Texas 77040-6205; 713-932-1122.
- 7. The association's designated representative is: Association Management, Inc., 5295 Hollister St. Houston, Texas 77040-6205; 713-932-1122.
- 8. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Attached as Exhibit "B"

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for Piedmont at River Oaks, together with obtaining a resale certificate and performing a physical inspection of the condominium and common areas, prior to purchase.

PIEDMONT CONDOMINIUM ASSOCIATION, INC. 10R

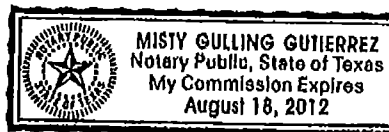
By: Tanzee Daily
Print Name: TANZEE DAILY
Print Title: MANAGER

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged and signed before me on this the 24th day of November, 2009 by Tanzee Daily, the Manager of the Piedmont Condominium Association, Inc. on behalf of the Association.

Misty Gulling Gutierrez
Notary Public - State of Texas

After Recording, Return To:
Stephanie Quade
Roberts Markel P.C.
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056



ER 015 - 61 - 1121

EXHIBIT "A"

PIEDMONT AT RIVER OAKS, a condominium located in Harris County, Texas, and any other property which have been or may be subsequently annexed thereto and made subject to the authority of the Piedmont Condominium Association Inc., which condominium was originally encumbered by restrictive covenants filed of record in Harris County, Texas as follows:

01/25/07 Declaration of Condominium for Piedmont at River Oaks **20070051151**

10/08/07 First Amendment to Declaration of Condominium for Piedmont at River Oaks
Condominium **20070611417**

10/30/08 Second Amendment to Declaration of Condominium for Piedmont at River Oaks
Condominium **20080539223**

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EXHIBIT "B"

01/24/05 Bylaws of Piedmont Condominium Association, Inc.
01/24/05 Rules of Piedmont Condominium Association, Inc.
12/14/06 Certificate of Formation of Piedmont Condominium Association, Inc.
Filing No. 800746794
09/02/09 Change of Registered Agent of Piedmont Condominium Association, Inc.
Filing No. 800746794

CP: 2958-00001 Doc# 16

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BYLAWS
OF
PIEDMONT CONDOMINIUM ASSOCIATION, INC.
(a Texas nonprofit corporation)

ARTICLE I

Purposes; Defined Terms

Section 1.1 *Purposes of Association.* Piedmont Condominium Association, Inc., a Texas non-profit corporation and condominium association (the "**Association**"), is organized exclusively to exercise the rights and powers and to perform the duties and obligations of the Association in accordance with the Declaration of Condominium for The Piedmont Condominium, to be recorded in the Real Property Records of Harris County, Texas (the "**Declaration**"), the Articles of Incorporation of the Association (the "**Articles**"), these bylaws (these "**Bylaws**"), and the laws of the State of Texas, as each may be amended from time to time.

Section 1.2 *Purpose of Bylaws.* These Bylaws provide for the governance of the Condominium known as THE PIEDMONT CONDOMINIUM located in the City of Houston, Harris County, Texas, subject to and more fully described in the Declaration.

Section 1.3 *Offices.* The principal office of the Association shall be located at 9601 Katy Freeway, Suite 475, Houston, Texas 77024. The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may, but need not, be identical with the principal office of the Association in the State of Texas, and the registered office and registered agent may be changed from time to time by the Board of Directors. The Association may have such other offices, either within or outside of the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time. The Board of Directors may change the location of any office of the Association.

Section 1.4 *Definitions.* Capitalized terms not defined herein or in the Declaration shall have the meaning specified or used in the Uniform Condominium Act (Texas Property Code, Chapter 82) (the "**Act**").

ARTICLE II

Members

Section 2.1 *Membership.* Upon becoming an Owner, each Owner shall automatically become a member ("Member") of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall also automatically cease, and no other person or entity shall be entitled to membership in the Association, except as expressly provided herein or in the Declaration. No Owner shall be required to pay any consideration whatsoever solely for his or her membership in the Association. Upon any transfer of ownership of any Unit, the new Owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Association.

Section 2.2 *Annual Meeting.* An annual meeting of the Members of the Association shall be held at a location in Houston, Texas designated by the Board of Directors within 120 days of the end of the fiscal year of the Association, or at such other time and place as the Board of Directors of the Association shall determine. At annual meetings, the Members shall elect directors of the Association ("Directors") in accordance with these Bylaws and may also transact such other business of the Association as may properly come before them.

Section 2.3 *Special Meetings.* Except as otherwise provided by law or the Declaration, a special meeting of the Members may be called by the President, by a majority of the members of the Board of Directors, or by Owners having in the aggregate at least twenty percent (20%) of the Percentages of Common Interest Ownership entitled to be cast at such meeting. Business transacted at any special meeting of Members shall be limited to the purposes stated in the notice of the meeting given in accordance with the terms of Section 2.5.

Section 2.4 *Open Meetings, Place of Meetings.* All meetings of the Members shall be open to all Owners, and shall be held at the Condominium or at a suitable place convenient to the Members, as determined by the Board of Directors.

Section 2.5 *Notice of Meetings; Waiver.* Notice of each meeting of Members, stating the place, day, and hour of any meeting and, in case of a special meeting of Members, the purpose or purposes for which the meeting is called, shall be given at least ten (10) days but not more than 60 days prior to such meeting. Notices shall also set forth any other items of information deemed appropriate by the Board of Directors. If a Unit is owned by more than one person, notice to one Co-Owner shall be deemed notice to all co-Owners. Notice may be given either personally, by facsimile transmission, electronically by "E-Mail", or by mail, by or at the direction of the persons calling the meeting, to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Member at the address shown on the Association's records. If transmitted electronically

or by facsimile, notice shall be deemed delivered on successful transmission of the notice. Whenever any notice is required to be given to a Member, a written waiver of the notice, signed by the person or persons entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member, whether in person or by proxy, at any meeting of the Association shall constitute a waiver of notice by such Member of the time, place, and purpose of such meeting. If all Members are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

Section 2.6 *Ineligibility.* The Board of Directors may determine that no Member may (i) vote at meetings of the Association or (ii) be elected to serve as a Director if the Member's financial account with the Association is in arrears on the record dates provided below, provided each ineligible Member shall be given notice of the arrearage and an opportunity to become eligible. The Board of Directors may specify the manner, place, and time for payment for purposes of restoring eligibility.

Section 2.7 *Record Dates.*

- (a) ***Determining Voting Eligibility.*** The Board of Directors shall fix a date as the record date for determining the Members entitled to vote at a meeting of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Association at which Members will vote.
- (b) ***Determining Rights Eligibility.*** The Board of Directors shall fix a date as the record date for determining the Members entitled to exercise any rights other than those described in the preceding section. The record date may not be more than sixty (60) days before the date of the action for which eligibility is required, such as nomination to the Board of Directors.
- (c) ***Adjournments.*** A determination of Members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the Board of Directors fixes a new date for determining the right to notice or the right to vote. The Board of Directors must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than 90 days after the record date for determining Members entitled to notice of the original meeting.

Section 2.8 *Voting Members List.* The Board of Directors shall prepare and make available a list of the Association's voting Members in accordance with Art. 1396-2.1 1B of the Texas Non-Profit Corporation Act.

Section 2.9 *Quorum.* At any meeting of the Association, the presence in person or by proxy of Members entitled to cast and eligible to vote at least 30 percent of the Percentages of Common Interest Ownership that may be cast shall constitute a

quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

Section 2.10 Votes. Each Member shall be entitled to a vote, the value of which shall equal the total of the Percentages of Common Interest Ownership assigned to the Units owned by such Owner as set forth in the Declaration; *provided, however,* that a Member shall not be entitled to a vote if such Member is determined to be ineligible to vote by the Board of Directors pursuant to Section 2.6 of these Bylaws. The vote of a majority of the Percentages of Common Interest Ownership entitled to be cast by Members present, whether in person or by proxy, at a meeting at which a quorum is present shall be binding upon all Members for all purposes, unless the vote of a greater number is required by the Declaration, these Bylaws or by law. The right of a Member to vote at any meeting of the Association is subject to the following limitations:

- (a) *Co-Owned Units.* If only one of the multiple Owners of a Unit is present at a meeting of the Association, that person may cast the vote or votes allocated to that Unit, and such vote shall be binding on such Owners who are not present at such meeting unless written notice to the contrary has been received by the Association in which case the unanimous action of all such Owners (in person or by written proxy) shall be required to cast their vote as Owners. If more than one of the multiple Owners is present, the vote or votes allocated to that Unit may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the votes allocated to a Unit and none of the other Owners of the Unit makes prompt protest to the person presiding over the meeting.
- (b) *Corporation-Owned Units.* If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.
- (c) *Association-Owned Units.* Votes allocated to a Unit owned by the Association may not be cast.

Section 2.11 Proxies. Votes allocated to a Unit may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a Member or his or her attorney-in-fact; (ii) identify the Unit to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person having agreed to

exercise the proxy; (iv) Identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) the original (or, an original delivered by legible facsimile transmission) must be delivered to the Secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate one year after its date. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. A proxy bearing a later date shall be deemed to be a revocation of any prior proxy. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled shall be valid when such meeting reconvenes.

Section 2.12 *Conduct of Meetings.* The President, or any person designated by the Board of Directors, shall preside over meetings of the Association. The Secretary shall keep, or cause to be kept, the minutes of the meeting which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Condominium Documents. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

Section 2.13 *Order of Business.* Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- (1) Determine Members present by roll call or check-in procedure
- (2) Announcement of quorum
- (3) Proof of notice of meeting
- (4) Consideration of minutes of preceding meeting
- (5) Reports
- (6) Election of Directors (when required)
- (7) New business as may properly come before the meeting
- (8) Special Business (if any)
- (9) Adjournment

Section 2.14 *Adjournment of Meeting.* At any meeting of the Association, the vote of a majority of the Percentages of Common Interest Ownership entitled to be cast by Members present, whether in person or by proxy, at a meeting at which a quorum is present, may adjourn the meeting to another time.

ARTICLE III

Board of Directors

Section 3.1 *Powers and Duties.* The Board of Directors shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Condominium. The Board of Directors may do all such acts and

things except those which, by law or the Condominium Documents, are reserved to the Members and may not be delegated to the Board of Directors.

Section 3.2 *Number and Term of Office.* During the period of Declarant Control, as set forth in Article XI hereof, the number of Directors shall be three (3) and shall serve at the pleasure of Declarant. At the first meeting of Owners after expiration of the Declarant Control Period, the Owners shall elect the Board of Directors consisting of five (5) members. At such initial meeting of Owners, two (2) Directors shall be elected for a term of three (3) years, two (2) Directors shall be elected for a term of two (2) years, and one (1) director shall be elected for a term of one (1) year, respectively. Such initial three (3) year terms, two (2) year terms, and one (1) year term shall be determined based upon, and in the order of those Directors receiving the highest number of votes. Thereafter, at the annual meeting of Owners, the Owners shall elect Director(s) to serve a term of three (3) years to fill the position of the Director(s) whose term or terms has/have expired at the time of the annual meeting. A Director takes office upon the adjournment of the meeting or balloting at which he or she is duly elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is duly elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three.

Section 3.3 *Qualification.* No person shall be eligible for election or appointment to the Board of Directors unless such person is a Member. If any Unit is owned by a partnership, corporation, limited liability company, or trust, any officer, partner, trustee, or employee of that Owner shall be eligible to serve as a Director and shall be deemed to be an Owner for purposes of the preceding sentence. Co-Owners of a single Unit may not serve on the Board of Directors at the same time. Co-Owners of more than one Unit may serve on the Board of Directors at the same time, provided the number of Co-Owners serving at one time does not exceed the number of Units they co-own. No Member may be elected or appointed as a Director if any assessment against the Member or such Member's Unit is delinquent at the time of election or appointment. No Member may continue to serve as a Director if any assessment against the Member or such Member's Unit is delinquent more than sixty (60) days.

Section 3.4 *Nomination.* Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine. Nominations may also be held by mail in such other manner as the Board may determine.

Section 3.5 *Election.* Election to the Board of Directors shall be by written ballot at the annual meeting of the Members or by mail conducted prior to the annual meeting of members, or by electronic voting methods (in the manner established by the Board).

Section 3.6 *Vacancies.* Vacancies on the Board of Directors caused by any reason, except the removal of a Director by a vote of the Association, shall be filled by

a vote of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each Director so elected shall serve out the remaining term of his or her predecessor.

Section 3.7 *Removal of Directors.* At any annual meeting or special meeting of the Association, any one or more of the Directors may be removed with or without cause by the vote of at least seventy-five percent (75%) of the Percentages of Common Interest Ownership entitled to be cast by Members present, whether in person or by proxy, at such meeting at which a quorum is present, and a successor shall immediately (before any other business is conducted) be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 3.8 *Annual Organizational Meeting of the Board Of Directors.* An annual organizational meeting of the Board of Directors shall be held each year following the annual meeting of the Members, including following the first such annual meeting, at the place of such annual meeting of Members, for the purpose of electing officers and the transaction of such business as may be properly be brought before it. No notice of an annual meeting need be given to either old or new members of the Board of Directors.

Section 3.9 *Regular Meetings of the Board of Directors.* Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by the Board of Directors; however, such meetings shall be held at least quarterly. No notice of regular meetings of the Board of Directors is required other than a resolution of the Board of Directors adopted at a duly called meeting of the Board of Directors stating the time and place of the regular meetings.

Section 3.10 *Special Meetings of the Board of Directors.* Special meetings of the Board of Directors may be called by the President or, if he or she is absent or refuses to act, the Secretary, or by any Director. At least three days' notice shall be given to each Director, personally or by telephone, electronically, or written communication, which notice shall state the place, time, and purpose of such meeting.

Section 3.11 *Conduct of Meetings.* The Board of Directors, at each organizational meeting, shall appoint one of their number as Chairperson of the Board of Directors and President of the Association. The Chairperson of the Board of Directors shall preside over all meetings of the Board of Directors and the Secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the Condominium Documents, the then-current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors.

Section 3.12 *Quorum.* At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the

acts of the Board of Directors. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Directors required to constitute a quorum. If less than a quorum is present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Directors may not designate a proxy to attend and participate in their respective behalf at board meetings.

Section 3.13 *Presumption of Assent.* Any Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting and unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.14 *Open Meetings.* Regular and special meetings of the Board of Directors shall be open to Members of the Association, but Members who are not Directors may not participate in any deliberations or discussions unless the Board of Directors expressly so authorizes such participation at the meeting. The Board of Directors may adjourn any meeting and reconvene in closed executive session to discuss and vote upon actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors. The nature of any and all business to be considered in closed executive session shall first be announced in open session. The Board may either: (i) maintain a separate minute book of discussions and decisions made within closed executive sessions which shall remain private and confidential, or (ii) reflect closed executive session matters as "decisions" only in the regular minute book.

Section 3.15 *Ex-officio Directors.* The Board of Directors may designate any one or more persons as ex-officio members of the Board of Directors. A person designated as an ex-officio member of the Board of Directors shall be entitled to notice of and to attend meetings of the Board of Directors. The ex-officio member shall not be entitled to vote unless otherwise provided in the Declaration or these Bylaws.

Section 3.16 *Void or Voidable Contracts.* No contract or other transaction between the Association and any Director, or between the Association and any corporation, firm or association (including Developer) in which any Director has a pecuniary or other interest (including, without limitation, any management contract), is

either void or voidable because any such Director is present at the meeting of the Board of Directors which authorizes or approves the contract or transaction, or because his or her vote is counted for such purpose, if (I) the fact of the common interest is disclosed or known to a majority of the Board of Directors or noted in the minutes and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; (II) the fact of the common interest is disclosed to at least a majority of the Members and the Members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or (III) the contract or transaction is commercially reasonable to the Association at the time it is authorized, approved, ratified, or executed. Any Interested Director may be counted in determining the presence of a quorum of any meeting of the Board of Directors which authorizes, approves, or ratifies any contract or transaction and may vote with like force and effect as if such Director was not so interested.

ARTICLE IV

Committees

Section 4.1 *Appointment of Committees.* The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, establish one or more committees, delegate specified authority to a committee, and appoint or remove members of a committee. Unless otherwise provided in the Declaration, each committee of the Association shall consist of one (1) or more Directors, and such other persons appointed from among the Owners as the Board of Directors may determine. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual Director, of any responsibility imposed by these Bylaws or otherwise imposed by law. Any such committee shall have and may exercise all of the delegated authority of the Board in the management of the business and affairs of the Association, except where action of the full Board is required by statute or by the Condominium Documents. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when requested to do so.

Section 4.2 *Nominating Committee.* One of the committee(s) of the Association shall be the Nominating Committee. The Nominating Committee shall consist of two (2) or more Members, one of whom shall be a Director of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall have the duties and functions described in these Bylaws.

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ARTICLE V

Officers

Section 5.1 *Designation.* The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The Board of Directors may appoint one or more Vice Presidents and such other officers and assistant officers as it deems necessary. All officers must be Members and Directors. Any two offices may be held by the same person, except the offices of President and Secretary. If an officer is absent or unable to act, the Board of Directors may appoint a Director to perform the duties of that officer and to act in place of that officer, on an interim basis.

Section 5.2 *Election of Officers.* The officers shall be elected no less than annually by the Directors and shall hold office at the pleasure of the Board of Directors. The President shall be elected from among the members of the Board of Directors. Except for resignation or removal, officers shall hold office until their respective successors have been designated by the Board of Directors.

Section 5.3 *Removal and Resignation of Officers.* A majority of Directors may remove any officer, with or without cause, at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose. A successor may be elected at any regular or special meeting of the Board of Directors called for that purpose. An officer may resign at any time by giving written notice to the Board of Directors. Unless the notice of resignation states otherwise, it is effective when received by the Board of Directors and does not require acceptance by the Board of Directors. The resignation or removal of an officer who is also a Director does not constitute resignation or removal from the Board of Directors.

Section 5.4 *President.* As the chief executive officer of the Association, the President shall: (i) preside at all meetings of the Association; (ii) have all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board of Directors; (iv) be an *ex-officio* member of all standing committees; and (v) see that all orders and resolutions of the Board of Directors are carried into effect.

Section 5.5 *Vice President.* In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability of the President to act at the time such action was taken. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 5.6 *Secretary*. The Secretary shall: (i) keep or cause to be kept, the minutes of all meetings of the Board of Directors and of the Association; (ii) have charge of such books, papers, and records as the Board of Directors may direct; (iii) maintain or cause to be maintained, a record of the names and addresses of the Members for the mailing of notices; and (iv) in general, perform all duties incident to the office of Secretary.

Section 5.7 *Treasurer*. The Treasurer shall: (i) be responsible for Association funds; (ii) keep or cause to be kept, full and accurate financial records and books of account showing all receipts and disbursements; (iii) cause an annual audit of the Association's books to be made by a certified public accountant; (iv) prepare or cause to be prepared all required financial data and tax returns; (v) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors; (vi) prepare or cause to be prepared the annual and supplemental budgets of the Association; (vii) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (viii) perform all the duties incident to the office of Treasurer.

Section 5.8 *Authorized Agents*. Except when the Condominium Documents require execution of certain instruments by certain individuals, the Board of Directors may authorize any person to execute instruments on behalf of the Association. In the absence of Board of Directors designation, the President and the Secretary shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VI

Rules

Section 6.1 *Rules*. The Board of Directors shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the Condominium Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Condominium; and (iii) enhancing the lifestyle of the occupants of Units, whether or not any such occupant is an Owner (each such occupant, a "Resident"); *provided, however*, that such rules may not be in conflict with law or the Condominium Documents. The Board of Directors shall, at all times, maintain the then-current and complete rules in a written form which can be copied and distributed to the Members.

Section 6.2 *Adoption and Amendment*. Any rule may be adopted, amended, or terminated by the Board of Directors, provided that the rule and the requisite Board of Directors approval are properly recorded as a resolution in the minutes of the meeting of the Board of Directors.

Section 6.3 *Notice and Comment*. The Board of Directors shall give written notice to an Owner of each Unit of any amendment, termination, or adoption of a rule

as required by Section 82.070 of the Texas Property Code, as may be amended from time to time. The Board of Directors may, but shall not be required, to give similar notice to Residents who are not Members.

Section 6.4 *Distribution.* Upon request from any Member or Resident, the Board of Directors shall provide a current and complete copy of rules at the cost of the requesting party. Additionally, the Board of Directors shall, from time to time, distribute copies of the current and complete rules to an Owner of each Unit and, if the Board of Directors so chooses, to non-Member Residents.

Section 6.5 *Initial Rules.* The Initial Rules of the Association are attached hereto as Schedule "A".

ARTICLE VII

Enforcement

Section 7.1 *Enforcement.* The violation of any provision of the Condominium Documents shall give the Board of Directors the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in the Condominium Documents:

- (a) to enter the Unit or Limited Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Condominium Documents. The Board of Directors shall not be deemed liable for any manner of trespass by this action;
- (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
- (c) to impose fines after notice and hearing.

ARTICLE VIII

Obligations of the Owners

Section 8.1 *Proof of Ownership.* Except for those Owners who initially purchase a Unit from Declarant, any person, on becoming an Owner of a Unit, shall furnish to the Board of Directors evidence of ownership in the Unit, in form and substance as may be required by the Board of Directors from time to time and acceptable to the Board of Directors, which evidence shall remain in the files of the Association. A Member shall

not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met.

Section 8.2 Owners' Addresses. Not later than the 30th day after the date of acquiring an interest in a Unit, the Owner shall provide the Association with: (i) the Owner's mailing address, telephone number, and driver's license number, if any; (ii) the name and address of the holder of any lien against the Unit, and any loan number; (iii) the name and telephone number of any person occupying the Unit other than the Owner; and (iv) the name, address, and telephone number of any person managing the Unit as agent of the Owner. An Owner shall notify the Association not later than the 30th day after the date the Owner has notice of a change in any of the foregoing information, and shall provide the information on request by the Association from time to time. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Unit shall be deemed to be his or her mailing address.

Section 8.3 Registration of Mortgagees. An Owner who mortgages his or her Unit shall furnish the Board of Directors with the name and mailing address of his or her mortgagee.

Section 8.4 Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association Regular Assessments and Special Assessments and Individual Purpose Assessments together with such late charges and interest thereon and costs of collection thereof as provided in the Declaration, which shall be a charge on the Unit and shall be a continuing lien upon each Unit against which each such Assessment is made and shall also be the continuing personal obligation of the Owner of such Unit at the time when the Assessment became due. Any Assessments which are not paid when due shall be delinquent. If any Assessment or part thereof, late charge or service charge is not paid when due, the unpaid amount of such Assessment, late charge or service charge shall bear interest from and after the date when due at the rate which is the lesser of eighteen percent (18%) per annum or the highest lawful rate, and the Association may, at its election, retain the services of an attorney for collection, and there shall also be added to the amount of such unpaid Assessment, late charge or service charge, any and all collection costs incurred hereunder by the Association, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the Assessments provided for in the Declaration by the non-use of the Common Elements or by the abandonment of his or her Unit. A Member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he or she is current in the Assessments made or levied against him or her and his or her Unit.

Section 8.5 Compliance With Condominium Documents. Each Owner shall comply with the provisions and terms of the Condominium Documents, and any amendments thereto. Further, each Owner shall always endeavor to observe and promote the cooperative purposes for which the Condominium was established.

ARTICLE IX***Association Records***

Section 9.1 *Records*. The Association shall use its best efforts to keep the following records:

- (a) Minutes or a similar record of the proceedings of meetings of the Association.
- (b) Minutes or a similar record of the proceedings of meetings of the Board of Directors.
- (c) The name and mailing address of each Member, the currency and accuracy of the information being the responsibility of the Members.
- (d) The name and mailing address of each mortgagee, the supply of, and the currency and accuracy of, the information being the responsibility of each Member and such Member's mortgagee.
- (e) Financial records and books of account for the Association that comply with generally accepted accounting principles and that are sufficiently detailed to enable the Association to prepare a resale certificate as provided for in the Act. Such financial records and books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and Owners.
- (f) The plans and specifications used to renovate the Condominium.
- (g) The plans and specifications acquired by the Association over time for improvements to the Condominium as provided to the Association by the Declarant or the Owners.
- (h) The Condominium Information Statement and any amendments thereto.
- (i) Copies of income tax returns prepared for the Internal Revenue Service.
- (j) Copies of the Condominium Documents and all amendments to any of these. Also, for at least four (4) years, all voting records, proxies, and correspondence by which amendments to the Condominium Documents were approved.

Section 9.2 *Inspection of Books and Records.* An Owner, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Owner. The Association shall be entitled to appoint a person to be present during any such inspection and to charge a reasonable fee to the Owner for the inspection; provided, however, that certain records of the Association shall not be appropriate for examination or inspection, irrespective of the purpose stated, including, without limitation, books, records, or other items concerning or relating to the same or similar subject matter as those which could be discussed or considered in a closed, executive board meeting/session as set forth in Section 82.108(b) of the Texas Property Code, as same may be hereafter amended, or recodified.

Section 9.3 *Annual Audit.* The books and records of the Association shall be audited annually by qualified independent auditors in accordance with generally accepted accounting principals within ninety (90) days after the end of the fiscal year of the Association, or as soon thereafter as practicable. The cost of such audit shall be a Common Expense, and copies of any such audit shall be made available to all Owners.

Section 9.4 *Resale Certificates.* The Managing Agent, if any, or any officer of the Association may prepare, or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Association may charge a reasonable fee for preparing a resale certificate. The Association may refuse to finish a resale certificate until the fee is paid. Any unpaid fees may be assessed against the Unit for which the resale certificate is furnished.

ARTICLE X

Indemnification and Insurance

Section 10. 1 *Indemnification.* Each person who is or was a Director, officer, or committee member of the Association, or any person who, while a Director, officer, or committee member of the Association, is or was serving at the request of the Association as a Director, officer, committee member, partner, venturer, proprietor, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, and the heirs, executors, or administrators or estate of such person, shall be indemnified by the Association to the fullest extent permitted or authorized by the Act or any successor provision, as amended from time to time, against any liability, cost, or expense incurred by such person in his or her capacity as a Director, officer, or committee member, or arising out of his or her status as a Director, officer, or committee member, including, without limitation, any act or omission deemed to constitute simple negligence; provided, however, that the foregoing indemnity obligations shall not apply to acts or omission of a Director which are deemed criminal, as a result of willful misconduct, or outside the scope or capacity of his or her duties and/or office. The rights granted pursuant to this Article X shall be deemed contract

rights, and no repeal or amendment of this Article X shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment or repeal.

Section 10.2 *Advance Payments.* The Association may, but shall not be obligated to, pay expenses incurred in defending a civil or criminal act, suit or proceeding arising out of a Director's, officer's, or committee member's capacity or status as Director, officer, or committee member in advance of the final disposition of such action, suit, or proceeding, without any determination as to the person's ultimate entitlement to indemnification; *provided, however,* that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding shall be made only upon delivery to the Association of both a written affirmation by such person of his or her good-faith belief that he or she has met the standard of conduct necessary for indemnification under this Article X and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified under this Article X or otherwise.

Section 10.3 *Appearance as a Witness.* Notwithstanding any other provision of this Article X, the Association may, but shall not be obligated to, pay or reimburse expenses incurred by a Director, officer, committee member or managing agent in connection with his or her appearance as a witness or other participation in a proceeding at a time when he or she is not a named defendant or respondent in the proceeding.

Section 10.4 *Indemnification of Employees and Agents.* The Association, by adoption of a resolution of the Board of Directors, may, but shall not be obligated to, indemnify and advance expenses to an employee or agent of the Association to the same extent and subject to the same conditions under which the Association may indemnify and advance expenses to Directors, officers and committee members under this Article X.

Section 10.5 *Non-Exclusive.* The indemnification provided by this Article X shall not be exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under any agreement or otherwise.

Section 10.6 *Insurance.* The Association may, but shall not be obligated to, maintain insurance at its expense, to protect itself and any person who is or was a Director, officer, committee member, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, committee member, partner, venturer, proprietor, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him or her and any liability, cost, or expense incurred by him or her in such capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify such person against that liability under this Article X or the Act.

ARTICLE XI

Declarant Provisions

Section 11.1 *Conflict*. The provisions of this Article XI shall control over any provision to the contrary elsewhere in these Bylaws.

Section 11.2 *Board of Directors*. During the Period of Declarant Control, Section 9 of the Declaration shall govern the number, qualification, and appointment of Directors. The initial Directors shall be appointed by Declarant and need not be Owners or Residents. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

Section 11.3 *Declarant Control; First Meeting of Owners*. The first meeting of Owners shall be held not later than the earlier of (i) one hundred twenty (120) days following the conveyance by Declarant of more than seventy-five percent (75%) of the Units or (ii) three (3) years after the first Unit is conveyed by Declarant (such period sometimes referred to herein as the "Period of Declarant Control"). Until the first meeting of Owners, the affairs of the Association shall be managed by the first Board of Directors named in the Articles or their successors, and during such period it shall have the right to exclusively represent, act as and constitute the Board of Directors, shall have the protection referenced under Article X hereof and shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties herein or in the Act or these Bylaws given to the Association or the Board of Directors; *provided, however*, not later than one hundred twenty (120) days following the conveyance by Declarant of more than fifty percent (50%) of the Units, not less than one-third of the members of the Board of Directors shall be elected by Owners other than the Declarant.

ARTICLE XII

Amendment of Bylaws

Section 12.1 *Proposals*. The Association shall provide an Owner of each Unit with any proposed amendment of these Bylaws in accordance with the requirements of Section 82.070 of the Texas Property Code, as same may be amended from time to time. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

Section 12.2 *Consents*. Except as otherwise provided by law or the Declaration, an amendment shall be adopted by the affirmative vote of at least sixty-seven percent (67%) of the Percentage of Common Interest Ownership entitled to be cast by Members present, whether in person or by proxy, at a meeting at which a quorum is present.

Section 12.3 *Effective.* To be effective, each amendment must be in writing, reference the names of the Condominium and the Association, be signed by at least two officers acknowledging the requisite approval of Members, and be delivered to an Owner of each Unit at least 10 days before the amendment's effective date. Further, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recordation.

Section 12.4 *Declarant Protection.* As long as the Declarant owns a Unit in the Condominium, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section 12.4 may not be amended without prior written approval of the Declarant. The Declarant's written consent shall be part of the amendment instrument.

ARTICLE XIII

Dissolution

Section 13.1 *Dissolution.* The Association may be dissolved in conjunction with the termination of the Condominium as provided in the Declaration and in accordance with Section 82.068 of the Texas Property Code, or as same may be amended or recodified from time to time. In the event that the Condominium is terminated as provided by Section 82.068, the assets of the Association shall be distributed to the Owners in proportion to their interests as provided in Section 82.068(e), or as same may be amended or recodified from time to time. In such event, any agreement of the Owners to terminate the Condominium shall also constitute an agreement to dissolve the Association, however, any such dissolution shall not be deemed effective until after the termination of the Condominium and after the distribution of the assets of the Association to the Unit Owners in proportion to their respective interests. The Association may be dissolved at any other time (i.e. other than in conjunction with the termination of the Condominium) with the consent given in writing and signed by Members entitled to cast at least ninety percent (90%) of the Percentages of Common Interest Ownership; *provided, however,* that no such agreement to dissolve shall be effective unless made at least 120 days in advance of the effective date of such dissolution, and unless written notice of the proposed dissolution is sent to every Member at least thirty (30) days in advance of any action taken. Upon dissolution of the Association, other than incident to the termination of the Condominium as above provided, or a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV

General Provisions

Section 14.1 *Contracts*. The President shall have the power and authority to execute, on behalf of the Association, contracts or instruments in the usual and regular course of business, and in addition the Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, in writing, or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it peculiarly liable for any purpose or in any amount.

Section 14.2 *Checks, Drafts, etc.* All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officers, employees or agents of the Association as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

Section 14.3 *Depositories*. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may from time to time designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize the opening and maintaining within any such depository as it may designate, of general and special accounts, and may make such special rules and regulations with respect thereto as it may deem expedient.

Section 14.4 *Corporate Seal*. The corporate seal, if any, shall be in such form as the Board of Directors shall approve, and such seal, or a facsimile thereof, may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature required to be executed by officers of the Association.

Section 14.5 *Compensation*. A Director, officer, Member, or Resident shall not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of, a Director, officer, Member, or Resident; *provided, however, that:*

- (a) reasonable compensation may be paid to a Director, officer, Member, or Resident for services rendered to the Association;
- (b) a Director, officer, Member, or Resident may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of

the affairs of the Association, provided such expense has been approved by the Board of Directors; and this provision does not apply to distributions to Owners permitted or required by the Declaration or the Act.

Section 14.6 *Delegation of Responsibilities.* Except as otherwise provided by the Declaration, the Articles, these Bylaws, or the laws of the State of Texas, the Board of Directors may delegate certain of its responsibilities or the responsibilities of Officers of the Association to a manager or to a managing agent.

Section 14.7 *Action by Non-Unanimous Written Consent.* Unless otherwise restricted by law, the Articles or these Bylaws, any action required or permitted to be taken at any meeting of the Members, members of the Board of Directors, or members of any committee of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be so taken, is signed by a sufficient number of Members, members of the Board of Directors, or committee members as would be necessary to take that action at a meeting at which all of the Members, members of the Board of Directors, or committee members were present and voted. Such written consent shall bear the date of the signature of each Member, member of the Board of Directors, or committee member who signs the consent, and such written consent shall not be effective unless, within sixty (60) days after the date of the earliest dated consent, a consent or consents signed by the required number of Members, members of the Board of Directors, or committee is delivered to the Association. Delivery shall be by hand or certified or registered mail, return receipt requested, or by electronic or facsimile delivery. Prior notice of the proposed action shall be given to all members, directors, or committee members who would be entitled to vote on the proposed action.

Prompt notice of the taking of any action by Members, members of the Board of Directors, or committee members without a meeting by less than unanimous written consent shall be given to all Members, members of the Board of Directors or committee members who did not consent in writing to the action. This Section may not be used to avoid the requirement of an annual meeting.

Section 14.8 *Meetings by Conference Telephone.* The Members, members of the Board of Directors, or members of any committee of the Board of Directors may participate in and hold a meeting of the Members, members of the Board of Directors, or committee members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 14.9 *Conflicting Provisions.* If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles and these Bylaws, the Articles

shall control. In the case of any conflict between , the Declaration and these Bylaws, the Declaration shall control.

Section 14.10 *Severability*. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

Section 14.11 *Fiscal Year*. The fiscal year of the Association shall be set by resolution of the Board of Directors, and is subject to change from time to time as the Board of Directors shall determine. In the absence of a resolution by the Board of Directors, the fiscal year shall be the calendar year.

Section 14.12 *Waiver*. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 14.13 *Use of Names, Proprietary Information*. The names "Piedmont at River Oaks", as used within this document and related documents referenced herein which relate to the Condominium are proprietary to Declarant and may not be used by any person or entity for any commercial use, pecuniary gain, or profit; and may not be used for any personal use whatsoever, including, without limitation, the creation, publication, or distribution of newsletters, publications, Internet websites, or other methods or manner of communication without the prior written consent or authorization of the Declarant. The violation of the foregoing provisions shall be subject to injunctive relief. Similarly, the use of the name Piedmont Condominium Association, Inc. shall be proprietary to the Association and may not be used by any person or entity for any commercial use whatsoever, including, without limitation, the creation, publication, or distribution of newsletters, publications, Internet websites or other methods or manner of communication without the prior consent of or authority of the respective Association. The violation of the foregoing shall be subject to injunctive relief.

RULES
OF
PIEDMONT CONDOMINIUM ASSOCIATION, INC.

These Rules have been adopted by the Board of Directors of Piedmont Condominium Association, Inc., a Texas nonprofit corporation and condominium association (the "Association"), in accordance with the provisions of the Declaration of Condominium for The Piedmont Condominium (the "Declaration"), and the Bylaws of the Association to be recorded in the Real Property Records of Harris County, Texas.

These Rules apply to the Units and Common Elements of Piedmont at River Oaks (the "Condominium"). By owning or occupying a Unit in the Condominium, each Owner and Resident agrees to abide by these Rules, as well as the obligations of Owners and Residents provided in the Declaration and Bylaws.

For the convenience of Owners and other persons occupying a Unit, whether owner, tenant, guest, patron or other invitee ("Residents") of the Condominium, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Condominium Documents (as defined herein), the hierarchy of authority shall be as follows: Declaration (highest), Articles of Incorporation, Bylaws, these Rules, the community policies promulgated by the Board (lowest).

A. COMPLIANCE

- A-1. **COMPLIANCE.** Each Owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board of Directors to supplement these Rules, as any of these may be revised from time to time (collectively, the "Condominium Documents"). Each Owner, additionally, shall be responsible for compliance with the Condominium Documents by the occupants of his or her Unit, and his or her or their respective families, invitees, tenants, agents, employees, or contractors. Use of "Owner" or "Resident" in these Rules shall be deemed to include and apply to the Owner of a Unit in The Piedmont and to all persons for whom the owner is responsible. An Owner should contact the Board of Directors if he or she has a question about these Rules.
- A-2. **ADDITIONAL RULES.** Each Resident shall comply with all rules and signs posted from time to time on the Condominium by the Association, including those regulating the use of the amenities, pool area (including hours and type of use), any recreational facilities, and the Common Elements. Such posted rules are incorporated in these Rules by reference. Each Resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or

temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.

- A-3. **WAIVER.** Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Board of Directors for such waiver or variance. If the Board of Directors deems the waiver or variance warranted, the Board of Directors may condition its approval, which must be in writing to be effective. Any consent or approval given under these Rules by the Board of Directors shall be revocable at any time.
- A-4. **FINES.** The Association may levy a fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per occurrence or per day (as the case may be), for violations of these Rules.
- A-5. **SUSPENSION OF CERTAIN RIGHTS.** The Association, at its sole discretion, upon written notice to an Owner, may suspend the voting privileges of an Owner or the use by the Owner or a Resident of certain general common elements (e.g. pool) when the Owner of such Unit is delinquent for more than 30 days in the payment of assessments.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. **SAFETY.** Each Resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests and any person on the Condominium to whom the Resident has a duty of care, control, or custody.
- B-2. **DAMAGE.** Each Owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements and Improvements, if such loss or damage is caused by the acts or omissions of Owner or by any person for whom the Owner is responsible. Further, each Owner is responsible for any loss or damage to the Condominium or any other Unit not covered by the Association's insurance (whether as a result of the application of the insurance deductible relative to same or otherwise) resulting from the failure or malfunction of any part or portion of the Unit or fixtures thereon (including plumbing, electrical, etc.), irrespective of any negligence. Each Owner shall close all exterior windows and doors when necessary to avoid possible damage from storms or the elements. All damage to the Condominium caused by construction or repair activities within an Owner's Unit, or by the moving of any article therefrom or by the carrying of any article thereto, shall be paid for by the Owner responsible for such construction or repair activities or the presence of such article.
- B-3. **ASSOCIATION DOES NOT INSURE.** Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Condominium and/or property not covered by the Association's insurance, including his or her furnishings, automobile, and items kept in storage areas. Personal property placed in or on the Condominium shall be solely at the risk of the owner of such personal

property. Each Resident is also solely responsible for such Resident's liability to third parties for occurrences within the Resident's Unit. The Association urges Owners and Residents to purchase property insurance on their personal belongings and liability insurance for occurrences within their Units and incidental damage resulting therefrom.

- B-4. **RISK MANAGEMENT.** No Resident shall permit anything to be done or kept in his or her Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. **REIMBURSEMENT FOR ENFORCEMENT.** An Owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the Condominium Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-6. **REIMBURSEMENT FOR DAMAGE.** An Owner shall promptly reimburse the Association for the cost or damage to the Condominium caused by the acts, omissions, negligence (or willful conduct of the Owner or the persons for whom the Owner is responsible); or, unless covered by the Association's insurance (or the deductible related to same), resulting from the failure or malfunction of any part or portion of the Unit or fixture therein (including plumbing or electrical), irrespective of negligence. Such Owner shall indemnify and hold the Association harmless for any such cost or damage.

C. OCCUPANCY STANDARDS

- C-1. **NUMBERS.** A Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- C-2. **DANGER.** The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- C-3. **OCCUPANCY DEFINED.** Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 noncontinuous days in any 12 month period.
- C-4. **TERM OF LEASE.** A Unit may not be leased for hotel or transient purposes or for a term of less than three (3) months. Less than the entire Unit may not be leased.
- C-5. **WRITTEN LEASES.** Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments affecting title to the condominium property. Any failure

by a tenant to comply with the terms of any such documents shall constitute a default under such lease enforceable by the Association as the intended third-party beneficiary of the same. An Owner shall provide the Board of Directors with a copy of each lease of that Owner's Unit.

D. GENERAL USE AND MAINTENANCE OF UNIT

- D-1. **RESIDENTIAL USE.** Each Unit must be used solely for Residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a Resident from using his or her Unit for a limited business purpose, provided that: (i) such use is incidental to the Unit's Residential use; (ii) such use conforms to all applicable laws and ordinances; and (iii) there is no external evidence of such use and such use otherwise complies with the Restrictions on use for Residential Units set forth in the Declaration. In no event shall such limited business use unreasonably interfere with the quiet enjoyment of the other Owners of their Unit or involve the sale of goods or merchandise to the public. In addition, consultation with clients or customers at a Unit shall not be permitted. Notwithstanding the foregoing, the use of a Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records of accounts; or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of these provisions.
- D-2. **ANNOYANCE.** No Unit may be used in any way that: (i) may reasonably constitute a nuisance to other Unit Owners; (ii) may be calculated to reduce the desirability of the Condominium as a residential community; (iii) may endanger the health or safety of other Residents; or (iv) may violate any law or any provision of the Condominium Documents.
- D-3. **MAINTENANCE.** Each Owner, at his or her sole cost and expense, shall maintain his or her Unit and any Limited Common Elements appurtenant thereto in a clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, telephone, water, gas, cable, television, plumbing, power or other utility systems throughout the Condominium and each Owner shall be responsible for his or her negligence or misuse of any of the Common Elements or the failure or malfunction of his or her own facilities resulting in damage to the Common Elements, irrespective of negligence.
- D-4. **FLOORING.** No Owner may alter the floor/ceiling assembly, which is designed to mitigate sound transmission, without approval of the Board and, in the Board's sole discretion, certification by a qualified engineer that such alternative floor system has equal or greater sound transmission mitigation properties (as measured by the STC Rating of the alternative floor system). Any wood, tile or other hard surface flooring within a Unit shall have such sub-flooring as the Association may require to insure that such wood, tile or other hard surface flooring shall not create a nuisance or disturbance to other Owners.

- D-5. **BALCONY/TERRACES.** Each Resident shall keep his or her Balcony, and/or Terrace in a good state of cleanliness, taking care that the use and/or cleaning of his or her Balcony, and/or Terrace does not annoy or inconvenience other Residents. No plants shall be watered on a Balcony, or Terrace such that water overflows onto any other Balcony, or Terrace on the exterior surface of the Building. No animal shall be fed on or from any Balcony, or Terrace. Each Owner shall be responsible and liable for any item which falls or is thrown from such Owner's Balcony, or Terrace by any person for whom the Owner is responsible. A Balcony or Terrace may not be enclosed or used for storage purposes. If the Board of Directors determines that a Balcony or Terrace is unsightly, the Owner shall be given notice by the Board of Directors to correct the problem within 5 days, after which the Board of Directors may take corrective action at the Owner's expense.
- D-6. **WATER CLOSETS.** Water closets and other water apparatus in the Units shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse or clogging of any water closet or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused. All clothes washers shall use a low sudsing detergent.
- D-7. **AIR CONDITIONING EQUIPMENT.** Each Owner, at his or her sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his or her Unit.
- D-8. **COMBUSTIBLES.** No Owner shall use or permit to be brought into or stored in the Condominium (including within a Unit) any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Directors or the manager hired by the Association.
- D-9. **BARBECUE GRILLS.** The Board of Directors reserves the right to prohibit or restrict the use of all or certain outdoor cooking grills. To the extent the use of outside grills is permitted, (i) open fires must be supervised at all times; (ii) gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; and (iv) a grill may not be used near combustible materials. Notwithstanding anything to the contrary above, no outdoor cooking grills may be used within ten (10) feet of the building and must be in full compliance and accord with the City of Houston fire code.
- D-10. **REPORT MALFUNCTIONS.** A Resident shall immediately report to the Board of Directors his or her discovery of any leak, break, or malfunction of any item fixture, or component of any portion of his or her Unit or Common Elements for which the Association has a maintenance responsibility. The failure to report promptly a problem may be deemed negligence by the Resident, who may be liable for any additional damage caused by the delay.

E. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

- E-1. **INTENDED USE.** Every area and facility in the Condominium may be used only for its intended and obvious use. For example, unless otherwise provided in the Rules, walkways, stairways, sidewalks, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation. The Common Elements shall not be used for storage of supplies, personal property, garbage or refuse of any kind (except common garbage receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Developer or the Board), nor shall the Common Elements, Balconies, or Terraces be used in any way for the drying, shaking or airing of clothing or other items. No Owner shall do any act or place any object in his or her Unit which would create a structural hazard or endanger the structure of the Condominium or adjacent Units, nor shall any Owner construct or maintain any object in his or her Unit which exceeds the maximum weight-bearing capacity of the Condominium, which amount may be obtained from the Condominium manager upon request.
- E-2. **GROUNDS.** Unless the Board of Directors designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, climbing, and use by pets for "relieving" themselves.
- E-3. **ABANDONED ITEMS.** No item or object of any type shall be stored, placed, or maintained anywhere on the General Common Elements, including window sills, passageways, and driveways, except by the Board of Directors or with the prior written consent of the Board of Directors. Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by the Board of Directors.
- E-4. **STORED ITEMS.** If the Association provides storage areas for use by Residents, Resident agrees that the Association is not responsible for items stored there by Resident, who shall be solely liable at all times for his or her personal property.

F. COMMUNITY ETIQUETTE

- F-1. **COURTESY.** Each Resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- F-2. **ANNOYANCE.** No unlawful, noxious or offensive activity shall be conducted or carried on in any Unit, or upon the Common Elements or anywhere else in the Condominium, nor shall anything be done therein or thereon which may be or become an annoyance or a nuisance to other Owners or the neighborhood or cause unreasonable noise or disturbance to others, or which shall interfere in any manner with any Owner's quiet enjoyment of his or her Unit.

- F-3. **NOISE AND ODORS.** Each Resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units. The use or discharge of firearms, firecrackers or fireworks is expressly prohibited within or from the Condominium.
- F-4. **RECEPTION INTERFERENCE.** Each Resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.
- F-5. **NO PERSONAL SERVICE.** The Association's employees and agents are not permitted or authorized to render personal services to Residents. Each Resident agrees that the Association is not responsible for any Item or article left with or delivered to the Association's employees or agents on behalf of such Resident.
- F-6. **COMPLIANCE WITH LAW.** Residents may not use the Condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Houston, Texas. A Resident who violates this provision shall hold the Association and other Owners and Residents harmless from all fines, penalties, costs, and prosecutions for the Resident's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** No alterations of any portion of the Common Elements or additions or improvements thereon or of any portion of the Unit visible from the exterior of the Unit shall be made by any Owner without the prior written approval of the Board of Directors or the Association. Further, any alterations within a residence that include electrical or plumbing modifications and/or wall changes must be submitted in writing for approval by the Board of Directors of the Association. No Owner shall make any structural modification or substantial improvement to or alteration of or to his or her Unit or the Common Elements, including any alteration or modification involving plumbing, electricity, fire protection and security systems, heating, ventilating, air conditioning systems or any mechanical or structural systems, except in a manner authorized in writing by the Board or the Association. At no time will construction of a permanent nature covering an exterior window or a portion of a window be allowed. To the extent deemed necessary by the Board, all payment and performance bonds required by the Association or Declarant, names of all contractors, subcontractors and other parties which will be involved therewith, plans, specifications, mechanical and engineering drawings and renderings for any proposed structural modification or substantial alteration, improvement to or modification of a Unit must be submitted, no less than thirty (30) days prior to the anticipated date of commencement of such work, by such Owner to the Board for review and approval. The Board may impose such specifications and requirements as it may reasonably deem necessary in connection therewith, including, without limitation, the right to require (but having no duty to so

require) that the Owner provide assurances that the alterations, additions, improvements, and modifications comply with all applicable governmental requirements. Further, the Board has the right to approve or deny any of such alterations, additions, modifications or improvements, or the contractors, subcontractors or other personnel performing same, so that, among other reasons, the quality, integrity and safety of the Condominium can be promoted and in order to ensure that the alterations, additions, improvements and modifications (i) are consistent and compatible with the existing Building, and (ii) do not encourage or involve a violation of the Condominium Documents. Upon reasonable notice and reasonable time(s), if requested by the Board of Directors, an Owner shall allow the Board or its agents the right to inspect all work in progress; provided however, that if the Board or its agents perform any such inspections, same shall not be construed as a representation or warranty as to the quality or scope of the work for any particular purpose. In the event any Owner constructs or causes to be constructed any alteration, addition, improvement or other modification to his or her Unit which encroaches on any Common Element or any other Unit, the Board may require such Owner, at his or her sole cost and expense, to remove such encroachment and to restore and repair any damage caused by same or attributable thereto. No approval by the Board of any such alterations, additions, modifications or improvements, or the plans, specifications, mechanical and engineering drawings and renderings, or the contractors, subcontractors or other personnel performing same, will be or constitute any representation or warranty by the Board as to the adequacy or sufficiency thereof, or of the compliance of same with any applicable laws, codes or ordinances. All alterations, additions, modifications or improvements must be performed in a prompt, diligent and professional manner, must comply with the plans, specifications, mechanical and engineering drawings and renderings submitted to the Board (with any requisite changes, additions, modifications or alterations thereto which may be imposed by the Board), all necessary building permits must be obtained, and all such work must comply with all applicable codes, ordinances, laws and regulations applicable thereto.

G-2. PROHIBITED ACTS. No person may:

- a. Post or inscribe signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his or her Unit, including "For Sale" or "For Lease" signs.
- b. Place or hang an object in, on, from, or above any window, interior window sill, Balcony, or Terrace that, in the opinion of the Board of Directors, detracts from the appearance of the Condominium.

- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
 - d. Erect or install exterior horns, lights, speakers, aeriaks, antennas, satellite dishes or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof
 - e. Place decorations on exterior walls, windows, or doors, or on the General Common Elements.
- G-3. **WINDOW TREATMENTS.** An Owner may install window treatments inside his or her Unit, at his or her sole expense, provided:
- a. Any window treatment, including drapes, blinds, shades, or shutters, must be clear or white when viewed from outside the Unit;
 - b. Aluminum foil and reflective window treatments are expressly prohibited; and
 - c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board of Directors.
- G-4. **BOARD OF DIRECTORS APPROVAL.** To obtain the Board of Directors's written consent for a modification, an Owner must submit to the Board of Directors complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board of Directors. The Board of Directors's failure to respond to the Owner's written request within 45 days after it receives the Owner's submission shall be construed as no objection to the proposed changes.
- G-5. **CONSTRUCTION AND CONTRACTOR RULES.** Outside contractors are at the Condominium at the invitation of the respective unit owner. In addition to applicable governmental laws, rules, regulations and ordinances, contractors are required to abide by the following rules and regulations so that Owners and other residents are not unduly disturbed by work-related activities:
- HOURS.** Working hours are Monday - Friday, 7:30 am - 7:30 pm. Contractors may arrive on the property no earlier than 7:30 am to prepare for work and must have cleaned up and have departed the premises no later than 8:00 pm. Any work involving impacting or drilling of the concrete slab is prohibited prior to 7:30 am. This includes the operation of impact hammers, rotary hammer drills, core drills, nail guns and the installation or removal of carpet tack strips.
- PARKING.** Parking spaces for contractors are located offsite, no provisions for contractor parking being made in the Condominium.

SCHEDULING. All information and appropriate scheduling of work within a Unit must be submitted in writing to the managing agent of the Association. This information must include names and telephone numbers of all construction supervisors and the workers who are allowed access to the building. Failure to provide such information may result in contractors being refused access.

Contractors are responsible and liable for any damage to the common areas and will be required to restore the damaged areas to their original condition to the satisfaction of Management.

NOXIOUS ODORS. The use of paints, chemicals or solvents that cause noxious or unpleasant odors to enter common areas or other residents' units is prohibited.

TRASH. All trash and debris is to be completely removed from the property by the contractor. Dumpsters and any trash receptacles present on the property, are NOT to be used for construction trash.

APPLIANCES. Unit appliances are not to be used for disposal of trash or cleaning equipment or for any other reason. Kitchen sinks, bathtubs, toilets, etc. are not to be used for washing painting equipment or disposal of any construction materials.

INSURANCE. All contractors performing work in the Building must obtain and have in full force and effect the following insurance:

I. Insurance Provided by Contractor

A. Coverage

Minimum Limits of Liability

1. Worker's Compensation and Occupational Diseases Employer's Liability	Statutory Limits
2. Contractors' Comprehensive General Liability Insurance (including Contractors' Protective Liability, Completed Operations Liability and Broad Form Contractual Liability)	\$500,000
a. Comprehensive General Liability	
1. Bodily Injury	\$500,000 each occurrence \$500,000 aggregate
2. Broad Form Property Damage	\$100,000 each occurrence \$100,000 aggregate

- 3. Personal Injury \$500,000 aggregate
- b. Comprehensive Automobile Liability insurance to include non-owner, hired or rented vehicles as well as owned vehicles:
 - 1. Bodily Injury \$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage \$100,000 each occurrence
 - 3. Completed operations and products liability coverage for a period of two years after date of final completion Same limits as set forth in section 1 and 2, Section 2a
 - 4. Umbrella liability coverage in excess of the limits in subsections 1, 2 & 3 above. combined single limit of not less than \$1,000,000

- B. Before commencing work, Contractor shall furnish Owner and the Association or Management Agent with certificates evidencing insurance as required above.
- C. If Owner is not named as an additional insured, Contractor shall obtain and deliver to Owner a waiver of subrogation by the carrier of the insurance referred to above for any claims whatsoever that it may have in connection therewith against Owner.

II. Notices

Each policy of insurance required to be purchased and maintained by Contractor and each certificate of insurance required to be furnished by said contractor shall provide that the insurance provided or evidenced thereby shall not be changed or canceled except upon 30 days' written notice to Owner.

Should an owner contemplate major repair or additions requiring approval from the Board of Directors, a contractor must furnish insurance as evidenced above. A copy of this Certificate of Insurance must be delivered to the Management Office prior to commencement of work.

For minor repairs or additions, such as carpet laying, fixture hanging, light painting, floor polishing, etc., the Board realizes small contractors may not carry extensive insurance coverage. In this instance, the Unit owner may furnish the Board with evidence of personal liability coverage of at least \$1,000,000 of General Liability. This insurance policy is readily obtainable, inexpensive, and permits the insured to hire small contractors. It is understood that the resident assumes all responsibility for such employees, including any damages to the Common Areas caused by workers in the resident's employ.

H. VEHICLE RESTRICTIONS

- H-1. **VEHICLE OPERATION.** Each Owner shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the parking garage/parking area so as to minimize the risk of property damage and personal injury.
- H-2. **PERMITTED VEHICLES.** For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) upon the Condominium. Without limitation, a vehicle shall be deemed not to be in operating condition if same has expired or missing license tags or inspection stickers, or are incapable of being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, commercial vehicles, trucks (other than standard-size pick-up trucks), and the like shall not be parked in the Condominium. No noisy or smoky vehicles may be operated on the Condominium. No motorcycles without mufflers shall be permitted in the Condominium.
- H-3. **REPAIRS.** Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-4. **SPACE USE.** Because of limited off-street parking, all parking spaces in the Condominium shall be used for parking purposes only, and may not be used for storage. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space.
- H-5. **GUEST/SERVICE VEHICLE PARKING.** Parking for guests of any Owner or Resident shall be in areas designated by the Association. Each Owner shall require his or her construction and household employees, including cleaning and maintenance personnel, to park in the garage which forms a part of the Unit, unless Owner's personal vehicle occupies such garage, in which event the Owner will require the employees to park in the area designated by the Association.
- H-6. **NO OBSTRUCTION.** No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for other Owners, guests or service vehicles, in fire lanes, or in any area designated as "No Parking."
- H-7. **NUISANCES.** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. No Resident shall cause or permit the blowing of a horn of any vehicle in which such Resident or his or her guest or family shall be occupants while approaching or in the parking

areas or garage serving the Condominium. No vehicle may be kept on the Condominium if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.

- H-8. VIOLATIONS. Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board of Directors, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

- I-1. GENERAL DUTY. Residents shall not litter Common Elements, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in the trash dumpster, or in receptacles provided specifically by the Association for that purpose, or in any other manner as may be directed by the Association from time to time. No garbage, trash, rubbish, waste, or waste bins or receptacles therefor shall be permitted to remain on any portion of the Common Elements, except in areas specifically designated by the Association therefor.
- I-2. TRASH RECEPTACLE OBSTRUCTIONS. Any owner that creates an obstruction to a trash receptacle, if any, shall be held responsible for the cost of unblocking or removal of the obstruction.
- I-3. HAZARDS. Resident may not store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident shall ensure that the debris is thoroughly cold.

J. PETS

- J-1. CONDITIONAL PERMISSION TO KEEP OR MAINTAIN PETS. Pet(s) shall be conditionally permitted in accordance with the provisions of this paragraph J. Provided that, and as conditions precedent, all of the following rules are met and maintained at all times, each resident shall be permitted, on a conditional basis, to keep or maintain pet(s) in compliance with the following rules (conditional permission). If any of the following rules are violated, the conditional permission to keep or maintain any pet in violation of such rules shall be subject to being revoked by the Board in the Board's sole and absolute discretion.
- J-2. RESTRICTIONS AS TO PET(S). The following rules shall apply to all residents and their pet(s). Violation of any of the following rules may be the basis for revocation of the conditional permission to keep such pet(s).
- (a) No animals shall be kept except normal and customary household domestic pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, and endangered species are expressly prohibited.

- (b) A resident may keep up to two (2) animals within a Unit. There shall be no restriction on the number of fish within the Unit.

Permitted pets may also include specifically trained animals that serve as physical aids to handicapped residents.

- (c) Upon request by the Association, all residents shall provide the Association with a list of the household pets kept or maintained in their unit (i.e. number, species, breed, etc.).
- (d) No pets may be kept or bred for any commercial purpose.
- (e) No pet shall be kenneled or tethered unattended for any period of time on any Balcony, Terrace, or any part of the limited or general common elements of the property.
- (f) ALL PETS MUST BE ON A LEASH OR CONTAINED AND MAINTAINED UNDER THE CONTROL OF THEIR OWNER WHILE ON THE COMMON AREA. THERE SHALL BE NO EXCEPTIONS (the City of Houston leash law also mandates this). No pet shall be allowed to run loose within the property. Animals being transported from a unit to an automobile or another unit must be on a leash, securely carried, or carried within a pet carrier.
- (g) No savage or dangerous animal shall be kept, or any animal deemed by the Board of Directors to be a potential threat to the well being of other Residents or visitors or animals..
- (h) Each resident who maintains a pet shall be responsible to pick up and dispose of any defecation by such pet on the property.
- (i) Except as provided herein, PETS ARE NOT ALLOWED IN THE SWIMMING POOL OR IN THE POOL ENCLOSURE AREA AT ANY TIME.
- (j) Residents are not permitted to bathe dogs and/or cats outside or in the common area. All animals must be bathed inside the resident's unit.
- (k) Cats are not allowed to roam on or about the property. Cat traps may be set out periodically and any stray cat caught in any such trap will be turned over to the City of Houston department of Animal Registration and Care (or its then existing equivalent).
- (l) Residents who keep or maintain pet(s) in accordance with these rules must be responsible pet owners and not allow their pet(s) to unreasonably interfere with the rights of the other residents or disturb another resident's rest or quiet and peaceful enjoyment of his or her Unit or the common elements.

- (m) All pet(s) shall have such care and restraint so or not to be obnoxious or offensive on account of noise, odor, or unsanitary condition. No pet shall be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated percent of time.

J-3 VIOLATION OF RULES, REVOCATION OF CONDITIONAL PERMISSION. In the event that any resident violates any of the foregoing rules, or fails or refuses to maintain and care for his/her/their pets, or allows their pets to unreasonably interfere with the rights of the other residents, or such pets are determined to be offensive on account of noise, odor, or pose a threat to other residents, the Board, in its sole discretion, shall have the right to revoke the permission to keep any pet in violation of the rules and these provisions, and the resident shall be obligated to promptly remove and relocate any such animal determined by the Board to be in violation of these provisions. The Association shall have the right to pursue all available legal remedies to cause the owner/resident to remove any such pet, including, without limitation, a mandatory injunction.

J-4 DAMAGE/INDEMNITY. Each Resident shall be responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. Each Resident shall compensate any person injured by his/her pet. Any resident who causes any animal to be brought or kept upon the premises of the condominium property shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises.

K. SATELLITE DISH(ES)

K-1. *Covered Antennas.* These rules shall cover the installation of any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), telecommunication broadcast and multipoint distribution service (MDS), including conduits and wiring and other accessories necessary for the proper installation, maintenance, and use, all as covered by the Telecommunications Act of 1996 (the "FCC Rules"), and which includes the following:

- a) Antennas designed to receive Direct Broadcast Satellite (DBS) Service that are 39.4 inches (1 meter) or less in diameter; and
- b) Antennas designed to receive multipoint Distribution Service (MDS) Service that are 39.4 inches (1 meter) or less in diameter.

(collectively, the "Covered Antennas")

All other antennas, satellite dishes, receiving or transmitting devices shall be expressly prohibited unless wholly within a Unit or not visible to the exterior of the Buildings.

K-2 Installation Rules

- a) No Covered Antenna of any kind shall be permitted or installed on the exterior of any unit or building or that protrudes from the walls or out of the windows of the building save as are expressly in writing previously approved by the Association.
- b) Notwithstanding the foregoing general prohibition as to Covered Antennas, Covered Antennas may be installed in accordance with these Rules. Satellite dishes which are designed to receive satellite signals which are larger than one meter (39 inches) are prohibited.
- c) The following provisions shall be applicable to a Covered Antennas:
 - (i) *Location.* Covered Antennas may only be installed (i) wholly within a condominium unit, or (ii) wholly within the Balcony, or Terrace appurtenant to such condominium unit, which may be sometimes referred to as the "exclusive use area" for such respective unit. Except as set forth above, installation of a Covered Antenna is never permitted on any common element, including, without limitation, any parking area, roof, or exterior wall.
- d) Covered Antennas shall not encroach upon any of the common elements of the Condominium, the common area air space, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property. No Covered Antenna may protrude beyond the vertical or horizontal space forming the perimeter of the Balcony or Terrace for the exclusive use of a respective unit. Due to, among other considerations, safety concerns, no Covered Antenna may be attached or affixed in any way to the balcony railings or railings/fencing enclosing Terraces.
- e) If Covered Antennas can receive acceptable quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location. This section does not permit installation on the common elements.
- f) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- g) All installations shall be completed so that same do not damage any common elements, or void any warranties of the Association or in any way impair the integrity of any building.
- h) All cable/conduit must be hidden and located in those areas as designated by the Board of Directors as the area where wiring and conduits are to be located.

i) Any installer of a Covered Antenna, including an Owners, shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:

(i) Contractor's General Commercial Liability (including completed operations): \$1,000,000.00.

(ii) Worker's Compensation: Statutory limits.

The purpose of this rule is to ensure that Antennas are installed in a manner that complies with all applicable building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to residents at the Condominium.

j) No liens in connection with the installation or maintenance of any Covered Antenna shall be filed against the common elements of the Condominium.

k) Covered Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near antennas, including but not limited to, damage from wind velocity. A Covered Antenna must be securely mounted to a base so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. No Covered Antennas may be attached to a balcony railing.

l) Only one Covered Antenna per unit may be installed by an Owner unless each Covered Antenna receives signals unique from the other.

m) Installation of Covered Antennas shall only occur between the hours of 8:00 a.m. and 6:00 p.m.

K-3 *Maintenance*

(a) Owners who install or maintain Covered Antennas are responsible for all associated costs, including but not limited to costs to:

(i) Install, repair, maintain, replace, move or remove Covered Antennas;

(ii) Repair damage to any property caused by Covered Antennas installation, maintenance or use;

(iii) Pay medical expenses incurred by person injured by Covered Antenna installation, maintenance or use;

- (iv) Reimburse other Owners and residents of the Association for damage caused by Covered Antenna Installation, maintenance or use; and
 - (v) Restore Covered Antenna Installation sites to their original condition.
- b) Owners shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Covered Antenna maintenance repair and replacement and the correction of any safety hazard.
 - c) If Covered Antennas become detached, Owners shall repair such detachment or remove the Covered Antenna within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the Antenna without liability and at the sole cost and expense of the Owner. The Association is not liable for any damage to the Covered Antenna caused by the Association's removal.

K-4 Safety

- a) Covered Antennas shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.
- b) Covered Antennas shall not obstruct access to or exit from any condominium unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Condominium. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Condominium.
- c) Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's condominium unit.
- d) To prevent electrical and fire damaged, Antennas shall be permanently grounded.
- e) Exterior wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around the Antennas and such exterior wiring from injury.

K-5 *Antenna Camouflaging*

- a) Covered Antennas shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with reception or impair the ability to receive a signal.
- b) If Covered Antennas are visible from the street or other condominium units, camouflaging said Covered Antennas through inexpensive screening is required, provided that such screening does not interfere with reception or impair the ability to receive a signal; provided however, that said screening must be approved in accordance with the architectural control provisions of the Declaration.
- c) Exterior wiring shall be installed so as to be minimally visible and meet the requirements of set forth in Section 2, Paragraph (i) and Section 4, Paragraph (e) herein above.

K-6 *Covered Antenna Removal*

- a) Covered Antennas removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

K-7 *Association Maintenance of Locations upon which Antennas are Installed*

- a) If Covered Antennas are installed on any portion of a Balcony or Terrace which is/are maintained by the Association the Owner(s) retain responsibility for maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
- b) If maintenance requires the temporary removal of the Covered Antenna, the Association shall provide Owners with reasonable written notice. Owners shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterwards, if an Owner so desires. If the Covered Antennas is not removed in the required time, then the Association may do so at the Owner's expense. The Association is not liable for any damage to the Covered Antennas caused by Association removal.

K-8 *Notification Procedures*

- a) Prior to the installation of any Covered Antenna, the Owner or resident must have executed an agreement, whereby such Owner or resident shall expressly agree to: (i) be responsible for all damages or loss caused by

the installation or use of the Covered Antenna, (ii) indemnify and hold harmless the Association for all such damage or loss, and (iii) provide the Association with a certificate of insurance showing that the Owner or resident has the appropriate amount of liability insurance to cover any such damage or loss.

K-9 Enforcement

- a) If these Guidelines are violated or if Covered Antenna installation poses a serious, immediate safety hazard, the Association, after ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction or the Federal Communication Commission. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Guidelines. In addition, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any, if these Guidelines are violated. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

K-10 General

- a) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any Covered Antenna.
- b) No Covered Antenna shall ever be used for the transmission of any signal whatsoever and same Covered Antenna shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.
- c) No Covered Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

K-11 Severability

- a) If any of these Guidelines are determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

L. MISCELLANEOUS

- L-1. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees, shall not in any way be

considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and Invitee on the Condominium assumes all risk for loss or damage to his or her person, to his or her Unit, to the contents of his or her Unit, and to any other of his or her property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.

- L-2. **RIGHT TO HEARING.** An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Owner or a Resident of the Owner's Unit. The Board of Directors will schedule a hearing within 30 days of receiving the Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-3. **MAILING ADDRESS.** An Owner who receives mail at any address other than the address of his or her Unit shall be responsible for maintaining with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Condominium Documents shall be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit shall be deemed effective for purposes of delivery.
- L-4. **COMPLAINTS.** Complaints regarding the service of the Condominium and grounds or regarding action of other Owners shall be made in writing to the Board.
- L-5. **REVISION.** These Rules are subject to being revised, replaced, or supplemented. Owners and Residents are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until 10 days after the Association mails notice of an amendment or revocation of these Rules to an Owner of each Unit.
- L-6. **OTHER RIGHTS.** These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Articles of Incorporation, and the laws of the State of Texas.
- L-7. **EFFECTIVE DATE.** These Rules are the initial Rules of Piedmont Condominium Association, Inc. and shall become effective _____, 20_____.

ER 015 - 61 - 1167

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the initial Rules of Piedmont Condominium, Inc., a Texas nonprofit corporation and condominium association, as adopted by the Initial Board of Directors at its organization meeting on the _____ day of _____, 20_____.

IN WITNESS WHEREOF, I hereunto set my hand this the _____ day of _____, 20_____.

PIEDMONT CONDOMINIUM
ASSOCIATION, INC.

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this _____ day of _____, 20____, _____ personally appeared _____ Secretary of Piedmont Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

Notary Public, The State of Texas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Piedmont Condominium Association, Inc.
File Number: 800746794

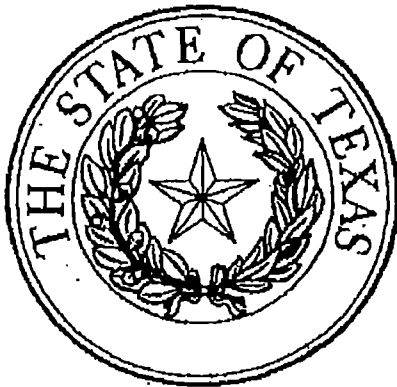
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/14/2006

Effective: 12/14/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

ER 015 - 61 - 1168

ER 015 - 61 - 1169

FILED
In the Office of the
Secretary of State of Texas
DEC 14 2006
Corporations Section

CERTIFICATE OF FORMATION

OF

PIEDMONT CONDOMINIUM ASSOCIATION, INC.

The undersigned, a natural person over the age of eighteen years, acting as Incorporator of Association of Owners for The Piedmont, Inc. (the "Association") under the Texas Non-Profit Corporation Act (the "Act"), does hereby adopt the following Certificate of Formation (this "Certificate") for the Association:

ARTICLE I

Condominium Association

The Association shall be, mean, and constitute a unit owners' association organized under Section 82.101 of the Uniform Condominium Act (Texas Property Code, Chapter 82) (the "Condominium Act") as more specifically described in the Declaration of Condominium for Piedmont at River Oaks, as recorded in or to be recorded in the Real Property Records of Harris County, Texas, as amended from time to time (the "Declaration"), with respect to certain real property located in the City of Houston, Harris County, Texas, and described in the Declaration.

ARTICLE II

Name

The name of the Association is "Piedmont Condominium Association, Inc."

ARTICLE III

Nonprofit Corporation

The Association is a nonprofit corporation.

ARTICLE IV

Duration

The duration of the Association shall be perpetual.

ARTICLE V

Purposes

The purposes for which the Association is formed are the following:

1. To provide an organization consisting of the owners of units in Piedmont at River Oaks, as described in the Declaration (the "Condominium");

2. To provide for the management, maintenance, preservation, and architectural control of the Condominium;
3. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association;
4. To fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments, all office expenses and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association, if any;
5. To acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
6. To borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;
7. To act in the capacity of principal, agent, joint venturer, partner or otherwise; and notwithstanding any of the above statements of purposes, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE VI

Powers

In furtherance of its purposes, the Association shall have the following powers which, unless otherwise provided in this Certificate, the Declaration, the Bylaws, or the laws of the State of Texas, may be exercised by the board of directors:

1. All rights and powers conferred upon nonprofit corporations by the laws of the State of Texas in effect from time to time;
2. All rights and powers conferred upon condominium associations by the laws of the State of Texas, including the Condominium Act, as amended from time to time; and
3. All powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate, the Declaration, the Bylaws, or the laws of the State of Texas.

ARTICLE VII

Membership

The Association shall be a non-stock membership corporation. The members of the Association shall consist solely of the owners of units of the condominium created by the Declaration. The Declaration and Bylaws shall determine the number and qualifications of members of the Association; the classes of membership, if any; the voting rights and other privileges of membership; and, the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE VIII

Management by Board of Directors

The management and affairs of the Association shall be vested in the board of directors, except for those matters expressly reserved to the members in the Declaration and Bylaws. The Bylaws shall determine the number and qualifications of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and, the methods of holding board meetings and obtaining consents.

ARTICLE IX

Limitations on Liability

An officer or director of the Association shall not be liable to the Association or any unit owner for monetary damages for an act or omission in the officer's or director's capacity as an officer or director, except that this Article IX does not eliminate or limit the liability of an officer or director to the extent the officer or director is found liable for: (1) a breach of the officer's or director's duty of loyalty to the Association; (2) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law; (3) a transaction from which the officer or director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the officer's or director's office; or (4) an act or omission for which the liability of the officer or director is expressly provided by statute.

If the Texas Miscellaneous Corporation Laws Act, the Condominium Act, or the Act is amended after the date of adoption of this Article IX to authorize action further eliminating or limiting the personal liability of officers or directors, then the liability of an officer or director of the Association shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or modification of the foregoing paragraph shall not affect adversely any right of protection of an officer or director of the Association existing at the time of such repeal or modification.

ARTICLE X

Amendment of Certificate

This Certificate may be amended in accordance with the requirements of the Act; provided however, that:

1. An amendment shall not conflict with the Declaration or the Condominium Act; and
2. An amendment shall not impair or dilute a right granted to a person by the Declaration, without that person's written consent.

ARTICLE XI

Amendment of Bylaws

The Bylaws of the Association shall be amended or repealed according to the amendment provision of the Bylaws, which may reserve those powers to the members, exclusively.

ARTICLE XII

Dissolution

The Association may be dissolved only as provided in the Declaration, the Bylaws, and the laws of the State of Texas. On dissolution, the assets of the Association shall be distributed in accordance with the Declaration provision for distribution upon termination; if the Declaration has no such provision, then in accordance with the termination provision of the Condominium Act.

ARTICLE XIII

Action By Non-Unanimous Consent Without Meeting

Unless otherwise restricted by law, this Certificate, or the Bylaws, any action required or permitted to be taken at any meeting of the members, directors, or members of a committee of the board of directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or members of a committee of the board of directors as would be necessary to take that action at a meeting at which all of the members, directors, or members of a committee of the board of directors were present and voted. Such written consent shall bear the date of the signature of each member, director, or committee member who signs the consent, and such written consent shall not be effective unless, within sixty (60) days after the date of the earliest dated consent, a consent or consents signed by the required number of members, directors, or committee members is delivered to the Association. Delivery shall be by hand or certified or registered mail, return receipt requested, or by electronic or facsimile delivery. Prior notice of the proposed action shall be given to all members, directors, or committee members who would be able to vote in the proposed action. Prompt notice

of the taking of any action by members, directors, or committee members without a meeting by less than unanimous written consent shall be given to all members, directors, or committee members who did not consent in writing to the action.

ARTICLE XIV

Use of Names, Proprietary Information

The names "Piedmont at River Oaks", as used within this document and related documents referenced herein which relate to the Condominium are proprietary to Declarant named in the Declaration and may not be used by any person or entity for any commercial use, pecuniary gain, or profit; and may not be used for any personal use whatsoever, including, without limitation, the creation, publication, or distribution of newsletters, publications, Internet websites, or other methods or manner of communication without the prior written consent or authorization of the Declarant named in the Declaration. The violation of the foregoing provisions shall be subject to injunctive relief. Similarly, the use of the name Piedmont Condominium Association, Inc. shall be proprietary to the Association and may not be used by any person or entity for any commercial use whatsoever, including, without limitation, the creation, publication, or distribution of newsletters, publications, Internet websites or other methods or manner of communication without the prior consent of or authority of the respective Association. The violation of the foregoing shall be subject to injunctive relief.

ARTICLE XV

Initial Board of Directors

The number of directors constituting the board of directors of the Association and their qualifications shall be fixed or determined by, or in the manner provided in, the Bylaws of the Association; *provided, however*, that the number of directors may never be less than three (3). The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as the initial directors of the Association are:

Name	Address
Ben Lemieux	9601 Katy Freeway, Suite 475 Houston, Texas 77024
Lucie Lalliberte	9601 Katy Freeway, Suite 475 Houston, Texas 77024
Andre Julien	9601 Katy Freeway, Suite 475 Houston, Texas 77024

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ARTICLE XVI

Initial Registered Office and Registered Agent

The address of the initial registered office of the Association is 8955 Katy Freeway, Suite 301, Houston, Texas 77024, and the name of the initial registered agent at such address is Prime Site, Inc., AAMC, a Texas Corporation.

ARTICLE XVII

Incorporation

The name and street address of the Incorporator are as follows:

Richard C. Lievens
808 Travis Street, Suite 2600
Houston, Texas 77002

2006 I execute this Certificate of Formation on this 14th day of December,

Richard C. Lievens

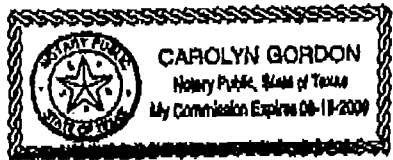
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

14th BEFORE ME, the undersigned Notary Public, do hereby certify that on this the 14th day of December, 2006, personally appeared before me Richard C. Lievens, who being by me first duly sworn, declared that he is the person who signed the foregoing documents as Incorporator, and that the statements therein are true.

2006. Given under my hand and seal of office, this 14th day of December,

Carolyn Gordon

Notary Public in and for
the State of Texas



Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Piedmont Condominium Association, Inc.
File Number: 800746794

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 09/02/2009

Effective: 09/02/2009



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

ER 015 - 61 - 1175

Phone: (512) 463-5555
Prepared by: Lisa Sasin

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10013

Dial: 7-1-1 for Relay Services
Document: 273238780002

ER 015 - 61 - 1176

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Pages 56
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
BEVERLY KAUFMAN
COUNTY CLERK
Fees 232.00

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.



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS