

**SECOND SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS**
for
TEALWOOD HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Authorized Representative of Tealwood Homeowners Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Tealwood Homeowners Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 24, 2002 under Clerk's File No. V823661 and "First Supplemental Notice of Dedicatory Instruments for Tealwood Homeowners Association, Inc." ("First Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 29, 2016 under Clerk's File No. 2016-439209, which Notice and First Supplemental Notice were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

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1. Restrictive Covenants. In addition to the description of the documents imposing restrictive covenants on the Property contained in the Notice, the following document likewise imposes restrictive covenants and the title and recording information for such document is as follows:
 - a. Documents:
 - (1) First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tealwood, Sections One (1) through Three (3).
 - b. Recording Information:
 - (1) Harris County Clerk's File No. 2017-290148.
2. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and First Supplemental Notice, the following documents are Dedicatory Instruments governing the Association:
 - a. Amended and Restated Bylaws of Tealwood Homeowners Association, Inc.
 - b. Guidelines relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, Religious Items, Drought-Resistant Landscaping and Water-Conserving Natural Turf, and Standby Electric Generators for Teal Homeowners Association, Inc.

- c. Resolution of the Board of Directors of Tealwood Homeowners Association, Inc. (Deed Restriction Enforcement Policy).

This Second Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Second Supplemental Notice is true and correct and the documents attached to this Second Supplemental Notice are true and correct copies of the originals.

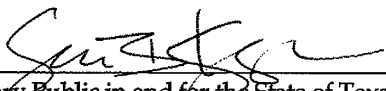
Executed on this 8th day of August, 2017.

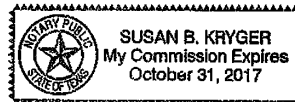
TEALWOOD HOMEOWNERS ASSOCIATION, INC.

By: 
Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of August, 2017 personally appeared Cliff Davis, Authorized Representative of Tealwood Homeowners 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 for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



RP-2017-356520

AMENDED AND RESTATED BYLAWS
of
TEALWOOD HOMEOWNERS ASSOCIATION, INC.

Article I

Name, Membership, and Definitions

Section 1. Name. The name of the Association is TEALWOOD HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

Section 2. Membership. The Association will be composed of one (1) class of membership as more fully set forth in the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tealwood, Sections One (1) through Three (3)" recorded in the Official Public Records of Real Property of Harris County, Texas on December 29, 1998 under Clerk's File No. T463933 (the "Declaration"). The provisions in the Declaration relating to membership in the Association are specifically incorporated herein by reference.

Section 3. Definitions/Gender. All other capitalized terms used in these Amended and Restated Bylaws have the same meanings as that set forth in the Declaration, unless otherwise provided. Pronouns, wherever used in these Amended and Restated Bylaws, include all persons regardless of gender.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association will be held at such suitable place as may be designated by the Board of Directors either in the community of Tealwood or as convenient to the Members as possible and practical.

Section 2. Annual Meeting. The annual meeting of the Association will be held on the last Tuesday of February of each year at 7:30 p.m, or at such other time as designated by the Board of Directors. The annual meeting of the Association will be held for the purpose of electing Directors and Officers and for transacting other such business as designated by the Board of Directors.

Section 3. Special Meetings. The President may call special meetings of the Association. In addition, it will be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty (20%) percent of the total votes of the Association. The notice of any special meeting will state the date, time, and place of such meeting and the purpose thereof. No business may be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It will be the duty of the Secretary to send to the Owner of each Lot written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Lot, the Member

must provide the alternative address for the purpose of receiving notice in writing to the Secretary. Notice by facsimile must be sent to the facsimile number provided to the Association in writing by that Member. Notice may be served not less than ten (10) nor more than thirty (30) days before a meeting. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice will be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice will be deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at such an adjourned meeting, notice of the time and place for reconvening the meeting will not be required. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting will be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that (i) at least five percent (5%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy; and, (ii) any action taken must be approved by at least a majority of all of the Members present, in person and/or by proxy, at such reconvened meeting.

Section 7. Voting. The voting rights of the Members will be as set forth in the Declaration; provided that, all Members have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person, by proxy, by absentee ballot, or by electronic ballot.

Section 8. Proxies. All proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy is revocable and automatically ceases upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the day of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date is valid. Proxies not delivered prior to the start of any meeting will not be valid.

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Section 9. Quorum. Except as otherwise provided in these Amended and Restated Bylaws or in the Declaration, the presence in person or by proxy of more than twenty percent (20%) of the total votes of the Members as of the time of the meeting constitute a quorum at all meetings of the Association.

Section 10. Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary, or another person designated by the President, will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 11. Majority Vote. Except as otherwise provided by law, the Declaration, or these Amended and Restated Bylaws, all action to be taken or authorized by the Members will be deemed validly taken or authorized upon the approval of a majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present.

Section 12. Cumulative Voting. At all meetings of the Association, cumulative voting is prohibited.

Section 13. Action Without a Meeting. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting, if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (i) set forth the action to be taken and (ii) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section will have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

Section 1. Governing Body; Composition. The affairs of the Association will be governed by a Board of Directors. Each Director must be a Member of the Association. Not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A Member is not eligible to serve on the Board of Directors if the Member has been convicted of a felony or crime involving moral turpitude and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

Section 2. Number of Directors; Terms. The Board of Directors will consist of ten (10) persons. The positions on the Board of Directors will be as follows:

- Director/President
- Director/President-Elect
- Director/Treasurer
- Director/Secretary
- Director, Place 1/Vice President in charge of Architecture
- Director, Place 2/Vice President in charge of Maintenance
- Director, Place 3

Director, Place 4
Director, Place 5
Director, Place 6

At each annual meeting of the Members of the Association, the Members will elect the number of Directors necessary to fill the positions on the Board whose terms expire as of such annual meeting, with the exception of Director/President. The position of Director/President will automatically be filled by the person elected as Director/President-Elect at the prior annual meeting. The positions of Director/President, Director/President-Elect, Director/Treasurer and Director/Secretary will be one (1) year terms. The positions of Director, Places 1 through 6, will each be three (3) year terms which will be staggered so that two (2) of those positions will be filled by election each year. Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Amended and Restated Bylaws. The candidates receiving the highest number of votes will be elected regardless of the number of votes cast. After the election, the Board of Directors will meet and appoint two (2) of the Directors elected to fill Places 1 through 6 as Vice President in charge of Architecture and Vice President in charge of Maintenance. The term of each office will be one (1) year.

Section 3. Candidates for Election to the Board. With respect to any position on the Board of Directors to be filled by a vote of the Members, all Members have the right to run for a position on the Board of Directors. Each year, at least twenty (20) days prior to the date of the annual meeting of the Members, the Association will send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice will specify a date by which a Member must submit his/her name as a candidate for election to the Board, together with biographical information. The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association by the stipulated deadline will be candidates whose names and biographical information will be included in the notice of annual meeting sent to all Members. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member will be a candidate for election to the Board. However, the Association will not be obligated to send a supplemental notice to all Members advising of the names and biographical information of any candidates who submit their names and biographical information after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list will include the names of all candidates. Nominations for election to the Board may be made by a nominating or other committee of the Association (the "Selection Committee"), provided that, no Member may be prevented from becoming a candidate. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the date that voting in the election ceases. Nomination for election to the Board will not be permitted from the floor at the annual meeting.

The Selection Committee will be comprised of the President-Elect of the Association, the Director of Place 1, the Director of Place 2, and four (4) Members of the Association appointed by the President-Elect; provided that, the four (4) Members of the Association appointed by the President-Elect may not be Directors.

Section 4. Removal of Directors. Any Director elected by the Members or appointed to serve on the Board may be removed from the Board, with cause, by the affirmative vote of a majority of the total number of votes of the Members present and voting at a special meeting called for that purpose or at an annual meeting at which a quorum is present. The provisions of Article II, Section 6, which reduce the quorum requirement for an adjourned meeting, will not be applicable to an adjourned meeting originally called for the purpose of considering the removal of a Director. "Cause", as it relates to a basis for the removal of a Director, means a failure to comply with a material provision in the governing documents of the Association after notice and a demand for compliance from the Association; the determination of non-compliance with a material provision in the governing documents of the Association and the decision to send a notice and demand for compliance must be approved by not less than a majority of the remaining Directors. In the event of the removal of a Director, a successor for the removed Director will be elected by a majority vote of the Members voting at the meeting at which the Director was removed. A Director whose removal is proposed will be given at least ten (10) days written notice of the call of the meeting and the purpose of the meeting; the Director whose removal is proposed will be given the opportunity to be heard at the meeting. Provided that, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is immediately ineligible to serve on the Board and will, therefore, be immediately removed. Any Director may be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "Just cause" means any event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. Vacancies on the Board caused by reasons other than removal will be filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board will serve the unexpired term of his predecessor.

Section 5. Voting Procedure for Directors. The election of the Board of Directors will be conducted at the annual meeting of the Association. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting for Directors will be by written ballot unless there is only one (1) candidate for a position on the Board, in which event the candidate may be elected by acclamation.

Section 6. Recount of Votes. Any Member may request a recount of the votes of an election. A request for a recount must be submitted not later than the 15th day after the date of the meeting at which the election was held. A demand for a recount must be submitted in writing either:

- a. by certified mail, return receipt requested or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the last recorded management certificate; or
- b. in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

Upon the receipt of a timely request for a recount, the Association will, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association will enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- a. current or former county judge;
- b. current or former county elections administrator;
- c. current or former justice of the peace;
- d. current or former county voter registrar; or
- e. person agreed on by the Association and the Member requesting the recount.

A recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount. If the recount changes the results of the election, the Association must reimburse the Member for the cost of the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time, date, and place as determined from time to time by, or at the request of, the President or four (4) Directors. The frequency of regular meetings shall be as deemed necessary and appropriate by the Board of Directors. Notice of each regular meeting shall be given to all Members as required by law. The Board of Directors may participate in and hold a regular or special meeting by means of:

- a. conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- b. another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - i. each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
 - ii. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Provided that, without prior notice to the Members, the Board may take action only on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that required immediate Board action. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. Provided

further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members.

Section 8. Special Meeting. Special meetings of the Board of Directors will be held when called by the President of the Association or by any four (4) Directors. The notice will specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice will be given to each Director by any one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices will be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail will be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile will be delivered or given at least four (4) days before the time set for the meeting. The provisions in Article III, Section 10, relating to notice to the Members will be applicable to a special meeting of the Board of Directors.

Section 9. Notice of Board Meetings. The Board of Directors will give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. A notice of meeting will be:

- a. mailed to all Members at least ten (10) days before the date of the meeting; or;
- b. provided at least 72 hours before meeting by:
 - i. being posted notice in a conspicuous location, either in a Common Area or on the Association's website; and
 - ii. being emailed to all Members who have registered their email addresses with the Association.

It is a Member's duty to register and keep an updated email address with the Association.

Section 10. Waiver of Notice. The transactions approved at any meeting of the Board of Directors, however called and noticed or wherever held, will be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting will also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors constitutes a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present constitutes the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of Directors during the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening

the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting will be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken must be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

Section 12. Compensation. No Director may receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred on Association business. Directors may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director.

Section 13. Conduct of Meetings. The President will preside over all meetings of the Board of Directors and the Secretary will keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 14. Open Meetings. All meetings of the Board of Directors will be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors will have the authority, after an initial warning, to cause that Member to be removed from the meeting.

Section 15. Executive Session. The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session will be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 16. Action Without a Formal Meeting. The Board of Directors may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to Members if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to the Members must be summarized orally, including estimation of expenditures approved by the action, and documented in the minutes of the next regular/special meeting of the Board of Directors.

The Board may not, unless done in an open meeting for which prior notice was given to Members, consider or vote on any of the following issues:

- a. Fines;

- b. Damage assessments;
- c. Initiation of foreclosure actions;
- d. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- e. Increases in Annual Maintenance Charges;
- f. Levying special assessments;
- g. Appeals from a denial of architectural approval;
- h. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
- i. Lending or borrowing money;
- j. The adoption or amendment of a dedicatory instrument;
- k. The approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%);
- l. The sale or purchase of real property;
- m. The filling of a vacancy on the Board;
- n. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- o. The election of an officer.

Section 17. Powers. The Board of Directors are responsible for the affairs of the Association and have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are noted by the Declaration, Articles of Incorporation of the Association, or these Amended and Restated Bylaws directed to be done and exercised exclusively by the Members.

The President has the authority to act on behalf of the Board of Directors on all matters relating to the duties of any managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Amended and Restated Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors has the power to, and will be responsible for, the following (by way of explanation, but not limitation):

- a. Preparing and adopting an annual budget, in which there will be established the contribution of each Member to the common expenses;
- b. Levying assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments, if any, of the annual assessment;
- c. Providing for the operation, care, upkeep, and maintenance of all of the Common Area;

- d. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- e. Collecting the assessments, depositing the proceeds thereof in a bank depository, which it will approve, and using the proceeds to administer the Association;
- f. Making and amending rules and regulations for the Association;
- g. Opening bank accounts on behalf of the Association and designating the signatories required;
- h. Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these Amended and Restated Bylaws, after damage or destruction by fire or other casualty;
- i. Enforcing, by legal means, the provisions of the Declaration, these Amended and Restated Bylaws, and the rules and regulations adopted by it, and bringing any proceedings, which may be instituted on behalf of or against the Members concerning the Association;
- j. Obtaining and carrying insurance against casualties and liabilities, including Directors' and Officers' liability insurance, as provided in the Declaration, and paying the premium cost thereof;
- k. Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members;
- l. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records will be kept in accordance with generally accepted accounting practices, and will be available as required by Texas law;
- m. Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not in limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information;
- n. Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot; and

- o. Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and Officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

Section 18. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board of Directors, to perform such duties and services, as the Board of Directors will authorize. If a managing agent or manager is hired, the following management standards of performance will be followed, unless the Board, by resolution, determines otherwise:

- a. Two (2) or more persons will be responsible for handling cash, or its equivalent, in order to maintain adequate financial control procedures;
- b. Cash accounts of the Association may not be commingled with any other accounts;
- c. No remuneration may be accepted by the manager or managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- d. Any financial or other interest which the managing agent or manager may have in any firm providing goods or services to the Association must be disclosed promptly to the Board of Directors; and
- e. A quarterly or more frequent financial report, as may be determined by the Board, will be prepared for the Association containing:
 - i. an income statement reflecting all income and expense activity for the period of time since the last financial report;
 - ii. an account activity statement reflecting all receipt and disbursement activity for the period of time since the last financial report;
 - iii. a budget comparison report reflecting the status of all income and expense accounts in an "actual" versus "projected" budget format;
 - iv. a balance sheet reflecting account balances as of the end of the period of time since the last financial report (this balance sheet will include an aged receivables report or other report deemed appropriate by the Treasurer);
 - v. a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year which will be distributed within ninety (90) days after the close of any fiscal year to the Board;
 - vi. a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves of ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and
 - vii. a delinquency report listing all Members who have been delinquent during the period of time since the last financial report in paying the assessments and who

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remain delinquent at the time of report, and describing the status of any action to collect such assessments which remain delinquent.

Article IV

Officers

Section 1. Officers. The officers of the Association are the President, President-Elect, Secretary and Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it deems appropriate, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors.

Section 2. Election Term of Office and Vacancies. The officers of the Association will be elected annually as provided in Article III, Section 2, of these Amended and Restated Bylaws. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. An officer elected by the Members may be removed in accordance with the provisions of Article III, Section 4, of the Amended and Restated Bylaws. Any other officer may be removed by a majority vote of the Board of Directors at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association will each have such powers and duties as provided below, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association will be the President. The Treasurer will have primary responsibility for the preparation of the budget, as provided for in the Declaration, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee, or a management agent.

Section 4.1. President. The President will act as the principal executive officer of the Association. The President's duties include, but are not limited to, (i) supervising the affairs of the Association, (ii) presiding at all meetings of the Members, (iii) signing, along with the Secretary or other officer authorized by the Board of Directors, deeds, mortgages, bonds, contracts and other instruments necessary for the proper management of the Association's affairs, and (iv) perform all other duties as authorized and requested by the Board of Directors.

Section 4.2. President-Elect. In the absence of the President, or in the event of the President's inability or refusal to act, the President-Elect will have all of the authority given to the President to perform all such duties as listed in Section 2.1, above, and any other duties as authorized and requested by the Board of Directors.

Section 4.3. Treasurer. If required by the Board of Directors, the Treasurer must give a secured bond for the faithful discharge of his or her duties in such sum and quantity as determined by the Board of Directors. The Treasurer's duties include, but are not limited to: (i) keeping an account of all sums deposited into the

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Association's Maintenance Fund and sums owed to the Association; (ii) deposit all sums given to the Association in such bank accounts, trust companies or other depositories as selected by the Board of Directors; and (iii) perform all other duties as authorized and requested by the Board of Directors.

Section 4.4. Secretary. The Secretary's duties include, but are not limited to, (i) keeping the minutes of the meetings of the Members and the Board of Directors, (ii) confirming that all notices are sent in accordance with the provisions of these Bylaws or, if these Amended and Restated Bylaws are silent, the Texas Property Code, (iii) keeping a record of the name and address of each Member and (iv) performing all other duties as authorized and requested by the Board of Directors.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association will be executed by at least one (1) Officer or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Checks. Except as otherwise provided in this Section 7, all checks must be signed by the President and the Treasurer or by such other person or persons as to be designated by the Board of Directors. Provided that, the President-Elect will sign the checks in the absence of the President. The Board of Directors may authorize that checks for less than \$1,000.00 only require the signature of one (1) Officer, Director, or other person designated by the Board of Directors.

Section 8. Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest or devise.

Section 9. Compensation. No officer may receive any compensation from the Association for acting in such capacity. However, officers may be reimbursed for out-of-pocket expenses incurred on Association business. Officers may receive compensation from the Association when taking action at the request of the Association other than in the capacity of officer.

Article V

Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees will perform such duties and have such powers as may be provided in the resolution creating same. Each committee will be composed and will operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association begins on the first (1st) day of January and ends on the last day of December each year except as provided by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Robert's Rules of Order (current edition) govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these Amended and Restated Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Articles of Incorporation, these Amended and Restated Bylaws, and/or any rules and regulations of the Association, the provisions of Texas law, the Declaration, the Articles of Incorporation, these Amended and Restated Bylaws, and the rules and regulations of the Association (in that order) will prevail.

Section 4. Books and Records. Books and records of the Association must be retained by the Association in accordance with the Association's Records Retention Policy. Each Member or Member's designated representative has a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Open Records Policy. Provided that, this provision will not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Open Records Policy. Every Director has the absolute right at any reasonable time to inspect all books, records, and documents of the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association; provided that, the Association will not be obligated to bear the expense of providing more than one (1) copy of any document to a Director.

Section 5. Indemnification. The Association must indemnify a director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 6. Amendment. These Amended and Restated Bylaws may be amended either by (i) a resolution approved by the Board of Directors or (ii) by written resolution proposed by not less than five percent (5%) of the Members and approved by the vote of not less than two-thirds (2/3rds) of the members present, in person or by proxy, and voting at a meeting of the Members called for that purpose at which a quorum is present. A copy of all proposed amendments to these Amended and Restated Bylaws must be provided in the notice of the meeting at which the amendments are to be voted on.

CERTIFICATION

I, the undersigned, being the Secretary of the Association, do hereby certify that this "Amended and Restated Bylaws of Tealwood Homeowners Association, Inc." was approved by resolution of the Board of Directors of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below but made effective as of the date approved by the Board of Directors, as specified above.

**TEALWOOD HOMEOWNERS
ASSOCIATION, INC.**

Date: 6/23/17

By: Christine Routh

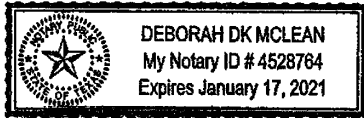
Printed Name: CHRISTINE ROUTH

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Christine Routh - BEFORE ME, the undersigned notary public, on this day personally appeared Christine Routh, Secretary of Tealwood Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 23rd day of June, 2017, to certify which witness my hand and official seal.



Deborah DK McLean
Notary Public - State of Texas

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**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,
FLAGS, RELIGIOUS ITEMS, DROUGHT-RESISTANT LANDSCAPING AND WATER-
CONSERVING NATURAL TURF, AND STANDBY ELECTRIC GENERATORS**

for

TEALWOOD HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, CHRISTINE ROUFT, Secretary of Tealwood Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 23 day of JUNE, 2016, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, Religious Items, Drought-Resistant Landscaping and Water-Conserving Natural Turf, and Standby Electric Generators (the "Guidelines") were duly approved by a majority vote of the members of the Board in attendance:

RECITALS:

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, religious items, drought-resistant landscaping and water-conserving natural turf, and standby electric generators.
2. The Board desires to adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, religious items, drought-resistant landscaping and water-conserving natural turf, and standby electric generators consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

GUIDELINES:

Section 1. Definitions. Capitalized terms used in these Guidelines have the following meanings:

- 1.1. **Architectural Review Committee** - The Architectural Review Committee of the Association.
- 1.2. **Declaration** - The "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tealwood, Sections One (1) through Three (3)" recorded in the Official Public Records of Real Property of Harris County, Texas on December 29, 1998 under Clerk's File No. T463933.

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- 1.3. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Tealwood, Sections One (1) through Three (3), as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.4. **Guidelines** - The Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, Religious Items, and Drought-Resistant Landscaping and Water-Conserving Natural Turf and Standby Electric Generators for Tealwood Homeowners Association, Inc.
- 1.5. **Subdivision** - means the following:
 - a. Tealwood, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 117, Page 54, of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - b. Tealwood, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 144, Page 23, of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - c. Tealwood, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 144, Page 28, of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Other capitalized terms used in the Guidelines have the same meanings as that ascribed to them in the Declaration.

Section 2. Rain Barrels and Rain Harvesting Systems. Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing rain barrels or a rain harvesting system on the property owner's Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners.

The following guidelines are applicable to rain barrels and rain harvesting systems in the Subdivision:

- 2.1. **Architectural Review Committee Approval.** In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these guidelines, Owners are encouraged to apply to the Architectural Review Committee for prior approval. The Association may require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these guidelines.
- 2.2. **Location.** A rain barrel or rain harvesting system is not permitted on a Lot between the front of the Residential Dwelling on the Lot and an adjacent street.

- 2.3. Color and Display.** A rain barrel or rain harvesting system is not permitted:
- a. unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the Residential Dwelling on the Owner's Lot; or
 - b. if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- 2.4. Regulations if Visible.** If a rain barrel or rain harvesting system is located on the side of the Residential Dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or the Common Areas, the rain barrel or rain harvesting system must comply with the following regulations:
- a. Rain Barrel:
 - (i) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
 - (ii) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
 - (iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown, other earthtone color or color of the Residential Dwelling.
 - (iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and Common Areas, unless otherwise approved in writing by the Architectural Review Committee.
 - (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the Residential Dwelling. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.
 - b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system may not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and Common Areas, unless otherwise approved in writing by the Architectural Review Committee.

Provided that, the regulations in this Section 2.4 are applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain

harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

Section 3. Solar Energy Devices. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

The following guidelines are applicable to solar energy devices in the Subdivision:

- 3.1. **Architectural Review Committee Approval.** The installation of a solar energy device requires the prior written approval of the Architectural Review Committee. Provided that, the Architectural Review Committee may not withhold approval if these Guidelines are met or exceeded, unless the Architectural Review Committee determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.
- 3.2. **Location.** A solar energy device is not permitted anywhere on a Lot except on the roof of the Residential Dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.
- 3.3. **Devices Mounted on a Roof.** A solar energy device mounted on the roof of the Residential Dwelling or other permitted structure on a Lot:
 - a. may not extend higher than or beyond the roofline;
 - b. must conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - c. must have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
 - d. must be located on the roof as designated by the Architectural Review Committee unless an alternate location increases the estimated annual energy production of the device by more than ten (10) percent (10%) above the energy production of the device if located in the area designated by the Architectural Review Committee. For determining estimated annual energy production, a publicly available modeling tool provided by the National Renewable Energy Laboratory will be used.
- 3.4. **Visibility.** A solar energy device located in a fenced yard or patio may not be taller than or extend above the fence enclosing the yard or patio.

3.5. **Warranties.** A solar energy device may not be installed on a Lot in a manner that voids material warranties.

3.6. **Limitations.** A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

Section 4. Storm and Energy Efficient Shingles. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that:

- a. are designed to:
 - (i) be wind and hail resistant;
 - (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
 - (iii) provide solar generation capabilities; and
- b. when installed:
 - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (ii) are more durable than and are of equal or superior quality to the shingles described below; and
 - (iii) match the aesthetics of the property surrounding the Owner's property.

4.1. **Architectural Review Committee Approval.** In order to confirm the proposed shingles conform to the foregoing guidelines, Owners are encouraged to apply to the Architectural Review Committee for prior approval. The Association may require an Owner to remove shingles that do not comply with these guidelines.

4.2. **Regulations.** Article II, Section 2.3, Subsection I, of the Declaration, entitled "Roofing", requires all roofing materials to be combustion resistant. When installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in the Subdivision. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

Section 5. Flags. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

The following guidelines are applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

- 5.1. **Architectural Review Committee Approval.** A flagpole that does not comply with all setbacks, above-ground flagpole stands and/or footings, and illumination under Section 5.6 must be approved by the Architectural Review Committee. Additionally, in order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the Architectural Review Committee for prior approval. The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.

- 5.2. **Flag of the United States.** The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.

- 5.3. **Flag of the State of Texas.** The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.

- 5.4. **Flagpoles.**
 - a. Not more than one (1) freestanding flagpole or flagpole attached to the Residential Dwelling or garage (on a permanent or temporary basis) is permitted on a Lot.
 - b. A freestanding flagpole may not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
 - c. A flagpole attached to the Residential Dwelling or garage may not exceed six (6) feet in length.
 - d. A flagpole, whether freestanding or attached to the Residential Dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the Residential Dwelling on the Lot on which it is located.
 - e. A flagpole may not be located in an easement or encroach into an easement.
 - f. A freestanding flagpole may not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration. Provided that, with the prior written approval of the Architectural Review Committee, a freestanding flagpole may be located up to five (5) feet in front of the front building setback line for a Lot. Above-ground stands and/or footings also require Architectural Review Committee approval in accordance with Section 5.1.
 - g. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
 - h. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.

- i. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- j. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the Architectural Review Committee may require the installation of landscaping to screen the stand and/or footing from view.

5.5. Flags.

- a. Only the three (3) types of flags addressed in this Section may be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in architectural guidelines adopted by the Association or as otherwise permitted by the Association.
- b. Not more than two (2) of the permitted types of flags may be displayed on a flagpole at any given time.
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the Residential Dwelling or garage is three (3) feet by five (5) feet.
- d. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- e. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- f. A flag must be displayed on a flagpole. A flag may not be attached to the wall of the Residential Dwelling or other structure on a Lot or a fence, or be displayed in a window of the Residential Dwelling or other structure on a Lot.

- 5.6. Noise.** An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

Section 6. Religious Items. Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's residential dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument.

The following guidelines are applicable to the display of religious items in the Subdivision:

- 6.1. Architectural Review Committee Approval.** As authorized by the Declaration and, therefore, allowed by Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved by the Architectural Review Committee.

- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the Residential Dwelling. A religious item may not extend past the outer edge of the door frame.
- 6.3. **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, may not have a total size of greater than twenty-five (25) square inches.
- 6.4. **Content.** A religious item may not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. **Limitation.** A religious item may not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. **Color of Entry Door and Door Frame.** An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's Residential Dwelling or change the color of an entry door or door frame that is not authorized by the Architectural Review Committee.
- 6.7. **Other.** Notwithstanding the above provisions: (i) the Architectural Review Committee has the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) the Guidelines do not prohibit or apply to temporary seasonal decorations related to religious holidays as otherwise permitted in the Subdivision.

Section 7. Xeriscape Landscaping. Section 202.007 of the Texas Property Code provides that a property owners' association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from using drought-resistant landscaping or water-conserving natural turf except as otherwise provided therein.

The following Guidelines are applicable to drought-resistant landscaping or water-conserving natural turf on Lots in the Subdivision:

- 7.1. **Architectural Review Committee Approval.** The installation of drought-resistant landscaping and water-conserving natural turf requires the prior written approval of the Architectural Review Committee.
- 7.2. **Criteria.** A proposed installation of drought-resistant landscaping and water-conserving natural turf will be reviewed by the Architectural Review Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the Subdivision.

Section 8. Standby Electric Generators. Section 202.019 of the Texas Property Code provides that a property owners' association may not adopt or enforce a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting an owner from owning, operating, installing or maintaining a permanently installed standby electric generator except as otherwise provided therein.

The following guidelines are applicable to standby electric generators on Lots in the Subdivision:

- 8.1. **Definition of Standby Electric Generator.** A device that converts mechanical energy to electrical energy and is:
- a. powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
 - b. fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
 - c. connected to the main electrical panel of the Residential Dwelling by a manual or automatic transfer switch; and
 - d. rated for generating capacity of not less than seven (7) kilowatts.
- 8.2. **Architectural Review Committee Approval.** The Declaration requires an Owner to submit an application for a proposed exterior improvement on the Owner's Lot and obtain the written approval of the application from the Architectural Review Committee prior to installation or construction. Accordingly, a Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to, and approved in writing by, the Architectural Review Committee as to compliance with the provisions of this Section. The submission of plans must include a completed application for Architectural Review Committee review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as provided in Section 8.4., below), and a copy of the manufacturer's brochures. The Architectural Review Committee may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in Section 8.3., below, and, if visible as provided in Section 8.4., below, the Standby Electric Generator is screened in the manner required by the Architectural Review Committee.
- 8.3. **Requirements.** The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the Architectural Review Committee and compliance with the following requirements:
- a. a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;
 - b. all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;
 - c. all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
 - d. all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

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- e. all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
- f. a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- g. a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;
- h. a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed;
- i. periodic testing of a Standby Electric Generator must be in accordance with the manufacturer's recommendations, and may not occur more than once a week, excluding Sundays, between the hours of 10:00 a.m. and 4:00 p.m.; and
- j. the preferred location of a Standby Electric Generator is:
 - (i) at the side or rear plane of the Residential Dwelling;
 - (ii) outside (not within) any easement applicable to the Lot;
 - (iii) outside (not within) the side setback lines applicable to the Lot.

However, in the event the preferred location either (i) increases the cost of installing the Standby Electric Generator by more than ten percent (10%) or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator may be located on the Lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) herein.

8.4. Screening. If a Standby Electric Generator is:

- a. visible from the street in front of the Residential Dwelling on the Lot on which it is located,
- b. located in an unfenced side or rear yard of the Lot and is visible either from an adjoining Lot or from adjoining property owned by the Association, or
- c. located in a side or rear yard of the Lot that is fenced by a wrought iron fence or residential aluminum fence and is visible through the fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner will be required to screen the Standby Electric Generator by evergreen landscaping or in another reasonable manner, as determined by the Architectural Review Committee.

8.5. Non-Payment for Utility Service. A Standby Electric Generator may not be used to generate all or substantially all of the electrical power to a Residential Dwelling, except when utility-generated electrical power to the Residential Dwelling is not

available or is intermittent due to causes other than non-payment for utility service to the Residential Dwelling.

8.6. **Property Owned by the Association.** No Owner may install or place a Standby Electric Generator on property owned or maintained by the Association.

Section 9. Non-Compliance. The installation of rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, religious items, drought-resistant landscaping and water-conserving natural turf, and standby electric generators that are not in compliance with the provisions of these Guidelines will be considered a violation of the Dedicatory Instruments governing the Subdivision.

In the event of a conflict between a provision in the Declaration and a provision in these Guidelines that is based upon applicable law, the provision in these Guidelines controls.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, Religious Items, Drought-Resistant Landscaping and Water-Conserving Natural Turf, and Standby Electric Generators were approved by a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 23 day of JUNE, 2017.

TEALWOOD HOMEOWNERS ASSOCIATION, INC.

By: Christine Routt

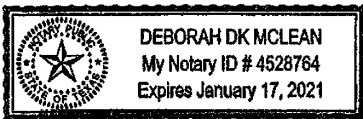
Print Name: CHRISTINE ROUTT

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 23rd day of June, 2017 personally appeared Christine Routt, Secretary of Tealwood Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Deborah D. McLean
Notary Public in and for the State of Texas



RP-2017-356520

RESOLUTION OF THE BOARD OF DIRECTORS
of
TEALWOOD HOMEOWNERS ASSOCIATION, INC.
(DEED RESTRICTION ENFORCEMENT POLICY)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, at a meeting of the Board of Directors (the "Board") of the Tealwood Homeowners Association, Inc. (the "Association"), said meeting being properly called and a quorum being present and remaining throughout, came to be heard the matter of the adoption of a deed restriction policy to be established for various violations of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TEALWOOD, SECTIONS ONE (1) THROUGH THREE (3) recorded in the Official Public Records of Real Property of Harris County, Texas on December 29, 1998 under Clerk's File No. T463933 (referred to as the "Declaration"); and

WHEREAS, pursuant to Article VI, Section 4.1 of the Declaration, management and operation of the Subdivision shall be administered by the Association acting by and through the Board of Directors vested with power to manage the business and affairs of the Association including, without limitation, the authority to promulgate rules and regulations to provide for the management, acquisition, construction, maintenance, repair, administration, and operation of the Subdivision as provided for in the Declaration, in the Bylaws, and any Rules and Regulations promulgated by the Board of Directors; and

WHEREAS, pursuant to Article 9, Section 9.6 of the Declaration, if notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the provisions of the Declaration or any rules and regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred on either of them by the Declaration and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by them relating to violations of the Declaration; and

WHEREAS, pursuant to Section 209.006 of the Texas Property Code, the Board may impose fines for violation of the Declaration, bylaws and rules of the Association if notice and opportunity to be heard are given; and

WHEREAS, the Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other governing documents of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration.

RP-2017-356520

**TEALWOOD HOMEOWNERS ASSOCIATION
DEED RESTRICTION ENFORCEMENT POLICY**

Section 209.006 of the Texas Property Code refers to curable violations, incurable violations, and violations which are considered a threat to public health or safety. By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

An incurable violation is a violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of incurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks; and
- c. a noise violation that is not ongoing.

As provided in this policy, there are various enforcement procedures to be followed.

Upon a violation of any provision of the Declaration, the Bylaws, any Rules and Regulations (as any of the foregoing may be amended from time to time), and any instruments governing the administration or operation of Tealwood Homeowners Association, Inc. (collectively, the "Governing Documents"), the following actions may be taken by, on behalf of, or at the direction of the Board of Directors of Tealwood Homeowners Association (the "Board").

1. **INQUIRY REQUEST**: Any Association Member may lodge an inquiry concerning any issue or condition reasonably believed to violate one or more provisions of the Governing Documents. An inquiry may be lodged verbally or in writing to any Association Director who, upon receipt, shall communicate the inquiry to the Vice-President Architecture ("VPA"), and the Association President. The inquiry may be lodged verbally, particularly if the potential violation is one that requires immediate attention. A formal Inquiry Request may be prepared in writing to document the reported violation and the date of receipt of the reported violation (as the timetable for formally inspecting the property is based upon the date of receipt of the Inquiry Request). The Inquiry Request may be prepared by the

Association Member or by the VPA. The Board shall then proceed to Step 2.

2. **INSPECTION REPORT ONE:** The VPA shall conduct a property inspection if required for the purpose of determining whether or not any violation(s) of the Governing Documents exist. Often, a condition on a property may be a violation but the circumstances indicate it is only a temporary violation; or, a condition may exist that is a technical violation but it is not significant enough to merit action by the Association. Under these conditions the Association may choose to monitor for a period of time to determine whether the initiation of the enforcement procedures is necessary. If the latter, within Fourteen (14) calendar days after his/her receipt of an Inquiry Request, the VPA shall schedule an inspection for the purpose of determining whether or not any violation(s) of the Governing Documents exist. The VPA or his or her designee may photograph the subject issue or condition, and shall complete an Inspection Report Form. The VPA shall file the Inspection Report Form in the Association's records and shall deliver a copy to the Association President to review. If the Inspection Report Form identifies no violations, then the issue shall be deemed closed with no further action required. Should the VPA determine the issue is a violation of the Governing Documents, the Board shall proceed to Step 3.

3. **LETTER ONE (COURTESY WARNING):** The Board may send or cause to be sent a courtesy warning in the form of a written notice sent via regular mail. The courtesy warning should contain a description of the violation(s) of the Governing Documents and request that the Owner cure the violation(s). The cure period may be determined in relation to the difficulty, planning and expense associated with rectifying the violation(s). Such cure period is flexible and shall be determined at the sole discretion of the Board. If the Owner fails to cure the violation(s) in the time and manner provided by the First Letter, the Board may proceed to Step 4. The Board is not required to send a courtesy warning.

4. **LETTER TWO (NOTICE OF ENFORCEMENT ACTION):** After the expiration of time set forth in the courtesy warning, if a courtesy warning is sent, or as the initial notice, the Board may send notice of enforcement action; one copy sent via U.S. Certified mail, return receipt requested, and another copy sent via regular mail. This notice of enforcement action will describe the violation(s) and the corrective action(s) required, the time the Owner has to correct the violation(s), and set forth the schedule of fines which may be imposed if the Owner fails to cure the violation(s) in a timely manner, as well as notice of any other enforcement action that may be initiated. The Owner shall be given a reasonable period of time, at the sole discretion of the Board, to cure the violation

and avoid the fine(s). The Board shall inform the Owner that the matter may be turned over to the Association's attorney if the violation continues after a specified date, and that reasonable attorneys' fees and costs incurred thereafter in connection with enforcing the regulations will be assessed to the Owner's account and shall be secured by the Association's lien on the lot as provided for in the Declaration. The notice of enforcement action will also include notice that the Owner may request in writing a hearing before the Board on or before the thirtieth (30th) day after the date the notice of enforcement action was mailed to the Owner, and notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

The remedies available to the Association are as follows:

Remedies

Curable Violations. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association after the conclusion of a hearing or, if a hearing is not requested, after the date by which the Owner must request a hearing. Further, the Owner's right to use the common area may be suspended.

Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety. Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the common area, and other remedies available to the Association may be implemented after mailing the notice of enforcement action. The Owner is liable for, and the Association may collection reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Further, the Owner's right to use the common area may be suspended. In addition to charging fines, the Association reserves the right under the Declaration and under Texas law to file suit for the recovery of damages and/or injunctive relief.

Fines. The Association, acting through its Board, may, pursuant to Article IX, Section 9.6 of the Declaration, impose fines according to this schedule or, at its sole discretion, may levy a lesser or greater fine, or no fine at all, for a violation of the Governing Documents. Any fine levied for violating the Governing Documents shall be secured by the Association's lien on the Lot pursuant to Article V, Section 5.6 of the Declaration.

- a. For each violation that continues from day-to-day after an affirmative

decision by the Board, or, if no hearing is requested, then after the expiration of the thirtieth (30th) day after the Owner receives written notice (the Second Letter), the Fine Schedule shall be as follows: a maximum of \$50.00 per day until corrected.

b. The Fine Schedule for clear cutting a Lot or for removing trees from a Lot in violation of the Declaration shall be: a maximum of \$5,000.00 per occurrence.

c. For violations of the Declaration affecting the use and enjoyment of Owners/Residents, the Board of Directors may, at its sole discretion, reasonably set the amount of the fine as it reasonably relates to the nature of violation of the Governing Documents and the number of Owners affected by the violation.

The remedies described herein are nonexclusive and the Association reserves all rights, actions, and powers provided by the dedicatory instruments or Texas law.

5. **LETTER THREE (NOTICE OF BOARD HEARING):** If a hearing is properly requested by the Owner, the hearing will be held not later than the thirtieth (30th) day after the date the Association receives the Owner's written request for a hearing. A written notice of the date, time, and place of the hearing must be provided to the Owner at least ten (10) days in advance of the hearing date.

If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the notice of enforcement action. Fines, suspension of the right to use the common area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

6. **THE BOARD HEARING PROCEDURE:** The purpose of the hearing is to verify the facts of the violation(s) and to explore the acceptability of alternate remedies to resolve the matter at issue. If a postponement of the hearing is requested by either the Board or Owner, it must be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of both parties. The Board may make a high-quality audio recording of the hearing and may add a copy of the audio recording to the Association's file. The Owner also has the right to make an audio recording of the hearing.

7. **LETTER FOUR (NOTICE OF BOARD DECISION):** The Board shall issue a written decision in the form of a letter to the Owner, sent via U.S. Certified mail, return receipt requested. If a hearing is requested, the Board may either issue its written decision at the hearing, or take any matter discussed at the hearing under advisement and communicate its written decision at a later date, but no later than thirty (30) days after the hearing. If no hearing is requested, then the Board shall issue its written decision no later than seven (7) days after the Owner's opportunity to properly request a hearing expires. The Board's decision letter may contain a short chronology of the enforcement action, describe the violations, set forth the remedial actions required, and notify the Owner of, and account for, the reasonable fines imposed. The Board's decision letter should notify the Owner that the Board Decision will become final within fourteen (14) calendar days of the Board's decision date. The VPA shall mail the Board's decision letter to the Owner via U.S. Certified Mail, return receipt requested.

8. **INSPECTION REPORT TWO:** Within fourteen (14) calendar days after the Board's decision letter, the VPA shall schedule another property inspection for the purpose of determining whether or not any violation(s) of the Governing Documents continue to exist. The VPA may photograph the subject issue or condition and complete an Inspection Report Form and deliver the photographs and completed Inspection Report Form to the Association President. If the VPA reports that one or more violations continue to exist, proceed to Step 9.

9. **RECORD VERIFICATION:** The VPA shall review the Association's records to confirm that each step of the enforcement action is properly documented. The enforcement file should contain, at a minimum, records confirming (a) the existence of the violation at relevant times (i.e., at each step of the procedure and on each day that a daily fine is imposed), (b) that notice in compliance with Section 209.006 of the Texas Property Code was properly sent to the Owner prior to imposing fines and charging costs and attorney's fees to the Owner, and (c) that proper notice was sent to the Owner after the period of time to cure the violation expired or, if a hearing was requested and held, the hearing. The VPA will notify the Association President that the Association's file contains the proper documentation.

10. **LETTERS SIX, SEVEN, EIGHT, ETC. (WEEKLY ACCOUNTING):** For each subsequent week that the subject Owner remains in noncompliance, the VPA may send a simple letter accounting for the additional fines and costs incurred that week, along with a request for immediate compliance and further notice that the matter may be referred to Deed Restriction Enforcement Policy

an attorney if noncompliance continues unabated, and that the Association may assess such reasonable attorneys' fees and costs to the Owner's account.

11. **REFERRAL TO LEGAL COUNSEL:** By majority vote of the Board, the Association may refer the subject matter to an attorney in order to achieve the following: (a) recovery of unpaid fines, costs, and interest; (b) establishment of a lien on the property; and (c) injunctive relief. The attorney is authorized to take whatever action is necessary, in consultation with the Board, and believed to be in the best interests of the Association, including but not limited to sending deed restriction violation letters, filing a notice of non-compliance, filing a temporary restraining order, seeking injunctive relief by filing suit against the violating Owner or seek any other relief permitted by law.
12. **DISCRETIONARY AUTHORITY:** If the violation is in the form of unauthorized construction or of a type that is causing danger or nuisance to the community and time is of the essence or the violation is of a recurring nature, as determined in the sole discretion of the Board, the Board may immediately turn the matter over to its legal counsel for immediate legal action including, but not limited to, pursuit of a temporary restraining order or temporary and/or permanent injunction.
13. **REQUIRED ACTION:** Nothing contained herein, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of Directors of the Association shall have the right, but not the obligation, to evaluate each deed restriction violation on a case-by-case basis as in its best judgment it deems reasonable.
14. **AMENDMENT:** This policy may be amended by the Board of Directors.
15. **TEXAS PROPERTY CODE:** In the event of a conflict between this enforcement policy and the Texas Property Code, the Texas Property Code shall control.
16. See Exhibit "A", attached hereto and incorporated herein, for an illustrated version of this enforcement policy.

CERTIFICATE OF SECRETARY

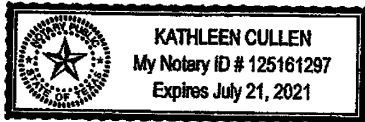
I hereby certify that as secretary of Tealwood Homeowners Association, Inc., that the Deed Restriction Enforcement Policy was duly approved on this 2nd day of June, 2017 at a properly noticed meeting of the Board at which a quorum was present.

By: Christine Roult
Print Name: CHRISTINE ROULT
Title: Secretary/Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Christine Roult, the Secretary/Director of Tealwood Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that she executed the same for purposes of consideration therein expressed and in the capacity therein expressed.

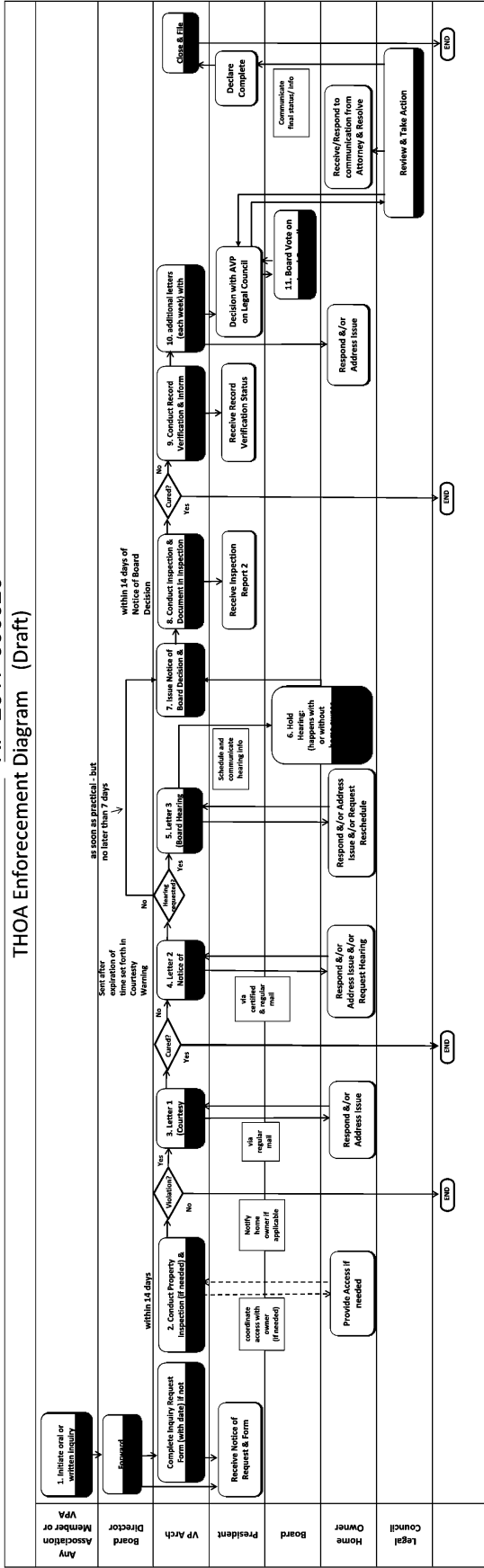
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of June, 2017.



Kathleen Cullen
Notary Public – State of Texas

RP-2017-356520

RP-2017-356520
THOA Enforcement Diagram (Draft)



RP-2017-356520

RP-2017-356520
Pages 38
08/08/2017 01:39 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$160.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS