# CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC. GENERAL POA GUIDELINE POLICIES

#### **ALTERING EXTERNAL APPEARANCES OF PROPERTY**

All Clear Lake City Community Association (CLCCA) Properties are within the boundaries of the City of Houston or City of Webster. The modifying, building, or rebuilding onto properties, may require permits issued by either of the two different city permitting offices. All final plans for additions or rebuilding must be approved by the permitting offices and a copy must be provided to the CLCCA ARC for final approval. The term Harmony within the existing deed restrictions refer to the appearance, and era of design to existing structures in the proposed property area surrounding the construction plan, with all the parts agreeably related, blend into.

- 1. Requests for Residential modifications to the exterior of the residential property will require the submission of an application form showing proposed changes in detail for review and approval by the Architectural Review Committee (ARC).
- 2. Standard form shall be used and must be submitted to the Clear Lake City Community Association principal office. All applications must be submitted by 5pm the day before the ARC scheduled meeting. The office will assign a number to the application, record and provide a receipt for the application. An application shall be officially received by the Association upon issuance of the receipt. The applicant must retain the receipt as proof of submission. The Architectural Review Committee must provide a response within thirty (30) days of issuance of the receipt.
- 3. Request for altering the appearance for Commercial exteriors involves filing the Commercial Signage and/or Exterior Modification forms. The office will assign a number to the application, record and provide a receipt for the application. An application shall be officially received by the Association upon issuance of the receipt. The applicant must retain the receipt as proof of submission. A response by the Architectural Review Committee must be made within thirty (30) days of issuance of the receipt.
- 4. Approvals by the Architectural Review Committee are valid for one (1) year and changes that have been requested must be completed in that time after which re-submission is required.
- 5. All dimensional drawings must be legible / readable.

Residential ARC Recommendations

CLCCA Internal Cover Sheet	
R	
Name:	
Address:	
Subdivision:	
Outstanding Deed Restriction Violations:	
CSC Fees Current: [] No. [] Ves. HCAD Owner Ver	vification [ ] No. ( ) No.

CLCCA Staff Si	ignature Owner Verifi	cation:			
Individual Revie	ews:				
Approval _	With Restrictions	Disapproval	Initials:	Date:	1 1
	With Restrictions				
Approval _	With Restrictions	Disapproval			
Approval _	With Restrictions	Disapproval	Initials:		
Approval:	<del></del>	<u> </u>			_
Approval with R	Restrictions:	······	<del></del>		
	red:				
					_
	ected:YesNo				
ARC Chair:		ARC Member:			
	commendation:/_				

# **Clear Lake City Community Association**

16511Diana Lane, Houston, TX 77062

# **Home Improvement Request**

All exterior modifications to your property must be approved in ADVANCE by the Architectural Review Committee (ARC). Please provide as much detail as possible so that the ARC can properly understand your request. An incomplete form or missing information will cause the request to be returned for more information.

Expansion or the addition to an existing structure, increasing the footprint, will require, the Plat identifying any setback requirements. Additionally, a drawing indicating the distances from the utilities right-of-way is required.

The ARC has up to 30 days after receipt of this application to make a decision. For your own protection, don't start the improvement until you have received approval. Depending on the nature of the modifications, a building permit from the City of Houston may be required. Approval by CLCCA ARC does not indicate approval by the City of Houston.

Association and Committee cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs, or construction errors. Nor shall Association or Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law, ordinance or land use or building regulation.

Property Information (Required)	
Property Address	
Core:	
[ ] Camino South [ ] Meadowgreen	[ ]Oakbrook [ ] Oakbrook West
Assessments paid in full: Y/N If 1	not, amount due: \$
Late fees (if any) paid in full: Y/N If 1	not, amount due: \$
Deed Violations (if any) are cured: Y/N	
Owner Information (Required)	
Owner of Record	Owner Mailing Address
Owner Email Address	
Phone No.	Work No.
Contractor Information Contact Person	
Contact Person	Contact Phone No.
Contractor Name	Contractor Phone No.
Improvement Information (Required)	<u> </u>
Check the appropriate box and describe the im	provement in detail-BE SPECIFIC - attach sketch, drawing or photo
□ Fence □ Paint □ Patio Cover □ Roof/Shin	gle Replacement UHome Addition TWindows TPool
☐ Gate ☐ Siding/Brick ☐ Storage Shed ☐ Pe	rgola □ Flagpole □ Tree Removal □ Solar Panels Other
•	
Together of Francisco	
Location of Improvement - must attach a plot of	or survey of property

Lumber (type/grade)	Brick (Type/color)	Shingles (color) Attach Sample	Other
Other Comments: (Ex. Fend	ces: List rot board and picket	dimensions)	
Planned Start Date	<del></del>	Estimated Cor	npletion Date
Upon completion of	f project, please conta	act the ARC Chai	r to verify compliance with
projects parameters	s. The CLCCA Reons in accordance wi	epresentative ens	tures compliance with all
		_	be returned DENIED, Pending
Information. All annua be cured prior to appro	l assessments and fees m	ust be paid, and any	recorded deed violations must
I certify that the requested understand that I will be response	improvement(s) will be buil consible for any expenses cau	t / modified as presente sed by deviations from the	ed in this application to the ARC. I
Signature of Owner:		Date:	
APPROV. AFTER	ALS ARE VALID FOR ON R THIS TIME THE APPLIC	E YEAR FROM DATE CATION MUST BE RE	OF SUBMITTAL, E-SUBMITTED.
Commercial ARC Rec			
CLCCA Internal Cove	er Sheet		
Name:			
Address:			
Subdivision:			
Outstanding Deed Res	triction Violations:		
CSC Fees Current: [ ]	No [] Yes HCAD	Owner Verification:	[]No []Yes
CLCCA Staff Signatur	re Owner Verification:		
Individual Reviews:			
ApprovalWit	th RestrictionsDisa POA Guideline P	<pre>upproval Initials: olicies, Page 4 of 23</pre>	Date://

Approval	With Restrictions	Disapproval	Initials:	_ Date:/	/
	_With Restrictions _		Initials:		/
Approval	_With Restrictions _	Disapproval	Initials:		/
Approval:					
Approval with Res	trictions:	<del></del>	<del> </del>		<del></del>
Variance Required	:				<del>_</del> _
Resubmit if correct	red:YesNo	<u> </u>			_
ARC Chair:		ARC Member: _			
Date of Final Recor	nmendation:/	/			
C	lear Lake City			tion	
		ia Lane, Houston, T. I Improvemen			
Review Committee (	ARC). Please provide test. An incomplete for	e as much detail	as possible so tha	at the ARC can p	tectural roperly
Expansion or the a Plat any setback ro utilities right-of-wa	ddition to an existing equirements. Additi y is required.	g structure, incl onally, a draw	reasing the foot ing indicating t	print, <u>will requi</u> he distances fro	re, the
protection, don't star of the modifications	30 days after receipt t the improvement un , a building permit fro tot indicate approval by	til you have rece om the City of I	ived approval. I Houston may be	Depending on the	nature
Property Information	on (Required)				

Intersection of:							
Assessments paid i Late fees (if any) p Deed Violations (ii		If not, amou	unt due: \$				
Owner Informat	tion (Required)		<del></del>				
Owner of Record		Owne	r Mailing Address				
Owner Email Addres	SS						
Phone No.		Fax N	To.				
Other Informati							
Contact Person	<u>on</u>	Contac	Contact Phone No.				
Contractor Name		Contra	Contractor Phone No.				
Check the appropria	L Paint L Roof	e improvemen	t in detail—BE SPECIFIC — attach sketch, drawing or photo    Fence   Remodel   Driveway   Parking Lot				
Lumber (type/grade)	Brick (Type/color)	Shingles (colo	or) Other				
Other Comments:							
Planned Start Date			Estimated Completion Date				

Upon completion of project, please contact the ARC Chair or General Manager to verify compliance with projects parameters. The CLCCA Representative ensures POA Guideline Policies, Page 6 of 23

compliance with all approved modifications in accordance with the Commercial Improvement Request.

Application Must Include All Required Information or it <u>WILL</u> be returned <u>DENIED</u>, pending Information. All annual assessments and fees must be paid, and any recorded deed violations must be cured prior to approval.

Signature of Owner:	Date:
Clear Lake (	City Community Association
	gnage/Promotional/Banner Request
Property Information (Required)	
Property Address	
Intersection of:	<del>-</del>
Owner Information (Required)	
Owner of Record	Owner Mailing Address
Owner Email Address	
Phone No.	Fax No.
Other Information (Required)	
Contact Person	Contact No.
Гуре Business	
Contractor Name	Contractor No.
Signage Information (Required)	
Purpose and Type of Sign	
[ ]Identifier [ ]Directional	[ ]Building Mounted [ ]Monument [ ]Promotional
Existing Signage Description	

Title Company:

Application Must Include:
Photograph Site Plan Written Request Logo (if any) Light Source Diagram (includes size, copy & letter size) Colors (limit 3 -Copy, Background, & Border)
FOR SPECIAL PROMOTIONS ONLY INCLUDE: Type, Dates, Promotional Banner, etc
Signature of Owner: Date:
TRANSFER & REFINANCE FEES AND RESALE CERTIFICATE FEES  It is the policy of the Clear Lake City Community Association (CLCCA), Inc., Board of Trustees (BOT) that fees
will be charged to the buyer whenever a property is sold, refinanced, and/or a new deed is created. (Ref: TPC 207.003)
The following are the schedule of fees that apply to all transactions of real property within the CLCCA:
• RESALE CERTIFICATE \$325.00
• RESALE CERTIFICATE UPDATE FEE \$75.00
<ul> <li>TRANSFER FEE / REFINANCE FEE</li> <li>RUSH FEE</li> <li>\$225.00</li> <li>\$50.00</li> </ul>
According to the Texas Association of Realtors (TAR 1405) and Texas Real Estate Commission Resale Certificate normal processing time for residential subdivision property is two (2) business days during normal business hours Monday thru Friday. If copies of paperwork are required less than two (2) business days for the Resale Certificate, an additional \$50 'Rush Fee' will be charged to process the paperwork.
According to the Texas Association of Realtors (TAR 1405) and Texas Real Estate Commission Resale Certificate normal processing time for condominiums is two (2) business days during normal business hours Monday thru Friday. If copies of paperwork are required less than two (2) business days for the Resale Certificate, an additional \$50 'Rush Fee' will be charged to process the paperwork.
For a Transfer Fee (CLCCA External Document Closing Quote Request) normal processing time is five (5) business days. If copies of paperwork are required less than five (5) business days for Transfer Fee, an additional \$50 'Rush Fee' will be charged to process the paperwork. Top portion filled out by Title Company; bottom part filled out by CLCCA Staff)
Upon completion of paperwork to transfer property ownership, CLCCA Internal Document will be used to record the property into the CLCCA Databases.
Resale certificate fees must be paid in advance by VISA/MC/DISCOVER (processing fees apply), money order or cashier's check, and are non-refundable. No Personal Checks. Resale certificates will be held until the company check clears.
CLCCA External Document:
Clear Lake City Community Association 16511 Diana Lane Houston, Texas 77062 281-488-0360 / 281-480-3226 Fax
Closing - Quote Request
Top portion to be completed by the Title Company  Closing Date: RUSH: YES / NO
Check the appropriate box: ☐ Transfer (sale) & Processing ☐ Refinance & Processing ☐ Resale Certificate

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Phone Number:		Fax numb	er:			
Closer's Name:		Closer's	s Email:		<del></del>	
Property Address:						
Property Address: Number of Deeds Being Transfe	rred/Refinanced:	Subdivi	sion:	Sec	ction:	
Seller/Current Owner:		Buyer:		<del></del>		
Buyer' Phone #:		Buyer email:		A.,	- Main institution of the contract of the cont	
Seller/Current Owner: Buyer' Phone #: Buyer's Address to mail future	assessment invoic	es:				
Resale Certificates: To process the request, payment of a cashiers check, money orde checks.	must be received p	prior to releasing , MC/VISA/Disc	the packet o over (process	f information, ing fees apply	Payment must be in the for). We cannot accept person	917 1116
			·		Assessment	
(Maintenance Fee) \$	Due Ju	ly 1™ of each yea	r. Payments	received on o	r after August 1st will incur	•
late fees. (Bylaw 9.6)	- 1700	110				
Annual Assessment Current	- YES	□ NO				
Past due Assessments		\$	*******	_		
Late Fees		\$				
Other Past Due Fees		\$				
Transfer Fee & Processing Fee		<u>\$</u>		\$225		
Refinance Fee & Processing Fee		\$200				
Resale Certificate-must be paid in	advance before we	e process \$		\$325		
Resale Certificate Update Fee		<b>\$</b>		\$75		
Rush Fee		\$	and and a	\$50		
*Total Amount Due at Closing to	CLCCA	\$	_			
Open Deed Restriction Violation	s at this address:		· · · · · · · · · · · · · · · · · · ·	<del></del>		
Quote good thru	Quote prepar	red by		, CLC	CA Staff member	
Date prepared	returned to re	equestor by	Fax	Mail	E-mailed	
BUR#: CL-	<del></del>	n - 2-2-2-2				
☐ If the box is checked this acco		d over to our legation 281-48		Please contac	t Daughtry & Farine for mor	е

\*\*THE CLCCA ANNUAL ASSEMENT INVOICE WILL BE MAILED OUT TO THE PROPERTY ADDRESS PURCHASED. PLEASE PROVIDE CORRECT MAILING ADDRESS IF DIFFERENT FROM THE PROPERTY ADDRESS PURCHASED ALONG WITH A CONTACT NUMBER AND EMAIL. \*\*

# **RESIDENTIAL POA POLICIES**

# RESIDENTIAL DEED RESTRICTION ENFORCEMENT EXCEPTIONS

The Clear Lake City Community Association (CLCCA), Inc. is subject to certain Texas Property Codes (TPC) governing Property Owner Associations. At the will of the Texas State Legislature, those codes change from time to time.

In particular, the Texas Legislature regularly revises sections of the Texas Property Code that restrict what Property Owner Associations may regulate and how they may do so. A list of those restrictions in Chapter 202 of the Texas Property Code is available of the CLCCA website, and CLCCA updates the list after each legislative session.

If necessary, CLCCA updates policies to comply with the law. One example of such compliance is this policy on displaying flags. Another example is the Regulation of Solar Energy Devices (202.010) POA Guideline Policies, Page 9 of 23

## **FLAG DISPLAY (202.012)**

The Clear Lake City Community Association (CLCCA), Inc. Board of Trustees (BOT) has approved the display of certain types of flags on the property of individual property owners.

If erecting a flagpole onto the property owner's property, property owners must submit an application to the Architectural Review Committee (ARC) and obtain approval for the flagpole before it is erected.

The following flags may be flown on a Property Owners Property which is documented within Texas Property Code 202.012. These are the only flags that are authorized to be display onto a Property Owners Property within the CLCCA jurisdiction, unless obtaining permission from the CLCCA BOT, prior to displaying a flag not documented in this policy.

- (1) The flag of the United States of America;
- (2) The flag of the State of Texas;
- (3) An official or replica flag of any branch of the United States armed forces.

CLCCA Property owners must submit an application to the Architecture Review Committee (ARC) for the placement of certain items on their property and or on their existing structures defined in this Policy Statement.

# **DEED RESTRICTION ENFORCEMENT POLICY**

- 1. It is the policy of the Clear Lake City Community Association (CLCCA), Inc. Board of Trustees (BOT), that all deed restrictions will be enforced to include taking legal action, if necessary, to effect compliance.
- 2. Routine tours of inspection of all Residential Cores & commercial businesses are performed. The BOT may vote to employ the services of a professional organization to report deed violations or elect to compensate the General Manager and assistant to perform this additional task. Each Trustee may also tour their respective areas for deed restriction violations and for the Commercial area the additional requirement for compliance to the Commercial Guidelines. A confidential monthly report can be prepared for each Trustee about his/her respective Core upon request.
- 3. If a violation is noticed, the format is "First Letter" allowing 30 days to cure the violation. If the violation continues with no response from the property owner, the General Manager will initiate a FINAL letter sent by certified mail in accordance with TPC 209.006 allowing an additional 30 days to cure the violation or respond to the General Manager with an expected completion date.
- 4. If a violation continues after the final letter with no response from the property owner, the General Manager will inform both Trustees from the respective core who will observe the violation and recommend to the BOT the appropriate course of action at the next regular scheduled board meeting. All referrals to the attorney and decisions to file suit will be by majority vote of the BOT.
  Under exigent circumstances concerning issues of safety, the General Manager may initiate an
  - immediate letter, or with the consent of two members of the Executive Committee, consisting of the four Board Officers defined in Bylaws 7.5 thru 7.8, refer to the Attorney. Both the General Manager and the two Executive Committee members will inform the BOT of such actions and the reasons for them at the next General Meeting.
- 5. If an owner is entitled to an opportunity to cure the deed restriction violation, the owner has the right to submit a written request for hearing to discuss and verify facts and resolve the matter in issue before the Board.
- 6. Complaints of deed violations by residents must be submitted using the online form or in writing and signed by the complainant giving the nature of the violation and the address before any action will be taken. Trustees can inform the General Manager regarding apparent deed violations which need to be investigated.
- 7. Names of persons originating the complaints must not be disclosed to anyone other than the BOT. No Trustee shall reveal the name of the complainant.
- 8. All complaints will be checked for validity.
- The BOT may vote to employ the services of a professional organization to tour the commercial areas for deed violations and failure to comply with the Commercial Guidelines. The Commercial Trustee will also tour the

General Manager

areas as necessary. The professional organization will prepare a monthly report of the businesses which are in violation, the ongoing progress of compliance of those already notified and possible recommendations. The same two letter process will be used as stated above for residential.

- 10. The report will be given to the Commercial Trustee and General Manager. The Commercial Trustee will present the BOT with recommendations of possible further action.
- 11. In all cases, the BOT must vote to forward these cases to the Association attorney.

#### FIRST LETTER

(Letter Date) Re: (Unit address) Deed Restriction Violation(s) observed on (Letter Date) Dear Homeowner(s): Purchasing a home in a community association offers many advantages to the homeowner, but at the same time, imposes certain restrictions. These restrictions are not meant as an inconvenience or as an invasion of freedom, but rather as a means of maintaining the appearance and property values in the community which in turn benefits everyone. During a recent drive through your subdivision, the following condition(s) requiring action was/were observed on your property: DESCRIPTION OF VIOLATION(s): (Inspection Date) (Deed Note) You may have already corrected or have plans for correcting the condition(s); in which case please accept this as a reminder. If not, the association requests that you correct the noted condition(s) within 30 days of the inspection date noted on the letter. Please notify this office by phone or email when the condition(s) is or will be corrected. Thank you for your cooperation. If you have any questions, please give me a call at 281-488-0360. Sincerely, Clear Lake City Community Association, Inc.

#### FINAL LETTER

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

(Letter Date)

Re: (Unit address)

Deed Restriction Violation(s) observed on (Letter Date)

Dear Homeowner(s):

This is our final request from the Board of Trustees for your response and compliance regarding the following matter:

DESCRIPTION OF VIOLATION(s): (Inspection Date) (Deed Note)

We hope that you will comply with this request within thirty (30) days. However, if this is not possible, we would like to invite you to meet with the Board of Trustees and hear your side of this matter on or before the thirtieth day of receipt of this letter or at the next scheduled board meeting. Please put your request in writing for a hearing with the Board at their next meeting. We would like to try to reach a resolution without having to resort to legal action.

If you are unable to attend a Board meeting, please call to discuss the matter further. If you do not attend this meeting or a resolution cannot be reached, the matter may be turned over to the Association's attorney without further notice to you. At that time all attorney's fees and court costs incurred by the Association will be your responsibility.

#### Important Notice of Your Rights

Again, per Section 209.007 of the Texas Property Code, you have a right to a hearing in front of the Board of Trustees. If you desire a hearing, written notice of your request must be received at our office within thirty (30) days of your receipt of this letter. Upon receipt of your written request, you will be furnished with notice of the date, time and place of the hearing. If you are serving on active military duty, you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.). If any balance is due and owing and you are not able to pay the full balance at this time, you may make installment payments under a written payment plan agreement

Sincerely,

Clear Lake City Community Association, Inc.

General Manager

#### CITY OF HOUSTON PARKING ENFORCEMENT

The Clear Lake City Community Association (CLCCA), Inc. Board of Trustees (BOT) has a Plenipotentiary Agreement with the City of Houston (COH) to enforce specific deed restrictions about parking on the grass.

The City of Houston City Council voted on March 9, 2010 to approve the City's Yard Parking Prohibition Ordinance in Camino South, Oakbrook, Meadowgreen and Oakbrook West. The POA has had a long-standing policy against yard parking, but with budget restraints enforcement is sometimes delayed. With the new ordinance in place the City's Neighborhood Protection Department can issue citations to residents who violate the ordinance and save the association the cost associated with enforcement.

If you know of a home that has a car parked on an unimproved area of the lot (i.e., grass, dirt, paving stones, where grass, used to be, etc.) please call the City of Houston's Help Line at 3-1-1 to report the violation.

#### The following is a cut and paste from the COH Code of Ordnances

Parking of vehicles prohibited in certain residential areas, application, and procedures

"Sec. 28-303. - Offense. It shall be an offense for any person to park or to cause, suffer or permit the parking of a vehicle or equipment on any surface that is not an improved surface as defined in this article, within any front or side yard of a single-family residence in a residential area subject to this section. It is presumed that the registered owner of the vehicle or equipment is the person who parked, caused, suffered or permitted the vehicle or equipment to be parked in violation of this article."

"Sec. 28-302. - Definitions - *Improved surface* means an area, excluding a driveway, the surface of which is comprised of selected materials constructed to a depth sufficient to distribute the weight of a vehicle or equipment over such area to preclude deterioration and deflection of the area due to vehicle or equipment load, adverse weather, or other conditions. Examples of materials with which an improved surface might be constructed include asphalt, concrete, permeable pavement, or other materials approved by the director of the department of public works and engineering or his designee."

Other Common Violations for Parking Vehicles in Residential Subdivisions http://www.houstontx.gov/parking/http://www.houstontx.gov/parking/violationcodes.htm

## **COMMON VIOLATIONS:**

Not parked wholly within space
Parked on wrong side of street
Parked on street more than 24 hours
Parked blocking private driveway
Parked within 15 feet of fire hydrant
Blocking or parking on sidewalk
Parked within 20ft of a crosswalk intersection
Parked more than 18" from right-hand curb
Parking a large vehicle in residential district
Trailer/semi-trailer parked on street over 2 hours
Parked obstructing street
Double parked

#### **SHARED FENCES:**

Please be advised that fences that are shared between neighbors are typically the responsibility of both neighbors. If repair or maintenance is needed on such shared fences, it is up to the parties to determine how to split the costs of the repairs. If one party refuses to pay, then the other party may choose to make the repairs themselves and seek reimbursement from the other party, either personally or through small claims court, etc. This is typically a neighbor-to-neighbor issue which does not involve the HOA. (Disclaimer: This is the general rule of thumb, so we encourage each homeowner to seek their own personal legal advice regarding their individual situation.)

#### **ENCROACHING TREE LIMBS:**

In general, if a neighbor's tree limbs or branches extend over onto your property, you are typically allowed to trim the tree limbs which are encroaching/trespassing/hanging over your property. When trimming them, however, please be careful to stay on your own property and not go into your neighbor's yard for a better angle when cutting the limbs. This is typically a neighbor-to-neighbor issue which does not involve the HOA. (Disclaimer: This is the general rule of thumb, so we encourage each homeowner to seek their own personal legal advice regarding their individual situation.)

# RESIDENTIAL EXTERIOR MAINTENANCE GUIDELINES

Texas Property Code (TPC) 204.010(a)(6) and (a)(18) is the statutory authority (the law) which allows the Clear Lake City Community Association (CLCCA), Inc. to adopt and enforce guidelines acting through their Board of Trustees (BOT) to regulate the use, maintenance, repair, replacement, modifications, and appearance of their Residential Subdivisions (Core). These rules are necessary to help maintain the attractiveness of the Core and thereby support property values of the Cores. The CLCCA BOT has revised and updated their existing exterior maintenance guidelines to aide homeowners in Oakbrook, Oakbrook West, Meadowgreen and Camino South Cores.

1977 / 1978 the City of Houston (COH) annexed most of the CLCCA, except those properties that were within the boundaries of the City of Webster. Upon being annexed, some of the responsibilities of deed enforcement became the responsibility of the COH defined in the Code of Ordinances.

https://www.municode.com/library/tx/houston/codes/code of ordinances

Sidewalks Maintenance (COH Chapter 40-84)

Tree and Shrubbery Maintenance (COH Code 40-14-Clearance of tree limbs over sidewalks)

The CLCCA does have a Plenipotentiary (power to enforce) Agreement with the COH. However, when perceived or actual violations do occur; anyone may call 311 and report violators. These reports are then turned over to the COH Department of Neighborhoods for deed restriction evaluation and enforcement.

# RESOLUTION REGARDING EXTERIOR MAINTENANCE GUIDELINES CLEARLAKE CITY COMMUNITY ASSOCIATION, INC A TEXAS NON-PROFIT CORPORATION

WHEREAS, Clear Lake City Community Association, Inc., hereinafter referred to as the "Association"), through its Board of Trustees has the authority under Texas Property Code Section 204.010(a)(6) to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision:

WHEREAS, the Association's Board of Trustees has determined that the adoption, modification and/or extension of certain policies, procedures, rules and/or guidelines are necessary and desirable for the fair, efficient, consistent, uniform, and cost-effective management of the Association, and that such action would serve the best interest of the Association and the community governed thereby;

WHEREAS, the Association's Board of Trustees has determined that certain policies, rules, and guidelines are necessary and desirable to enhance and protect the value and attractiveness of the Clear Lake City community and prevent nuisances and/or hazardous conditions within and/or adjacent to the Clear Lake City community; and which guidelines were adopted and ratified many years ago;

WHEREAS, the Policy Statement entitled "Exterior Maintenance Guidelines" was adopted by the Board of Trustees, and ratified and in all respects unopposed by the residents within the Clear Lake City Community many years ago; and,

WHEREAS, the Association's Board of Trustees has determined that it is in the best interest of the Association, and in the best interest of the Clear Lake City Community to continue utilizing the policies and/or guidelines entitled "Exterior Maintenance Guidelines" with any necessary additions.

NOW THEREFORE, BE IT RESOLVED that the attached "Exterior Maintenance Guidelines, which are comprised of certain rules and guidelines regarding the upkeep, appearance, exterior condition, repair and maintenance, of houses and lots within the Clear Lake City Community, are hereby re-affirmed, extended, continued, adopted, and in all respects ratified on behalf of the Association, to continue in effect until such time as they are duly and properly modified.

- 1. All Improvements on a lot must be maintained in a state of good repair and shall not be allowed to deteriorate. Repairs \ maintenance shall include, but not be limited to, the following:
- 2. No bare wood or metal is to remain unpainted. Chipping, mismatched, streaked, peeling or faded paint shall be eliminated, and surfaces repainted properly.
- 3. Neither physical damage to brick, siding, or deteriorated wood on the home shall remain unrepaired. Loose or buckled garage door panels must be repaired or replaced, and paint applied to match color of home.
- 4. Gutters must be kept in good repair and not allowed to sag or hang down.
- 5. Roofs must be maintained in good repair with no missing or curling shingles.
- 6. All glass surfaces must be whole.
- 7. All vehicles are to be parked on paved surfaces, not on grass. Inoperable vehicles shall be stored off the premises or out of public view at all times.
- 8. Brick and wood surfaces must be cleaned of mold and or mildew and shall not be allowed to discolor brick or wood surfaces.
- 9. Fences and gates must be kept in good repair.
- 10. Sidewalks, driveway aprons and curbs should be maintained by the homeowner so they will not constitute a safety hazard for the public. General condition of the entire driveway and walkways should not be allowed to deteriorate to an unsightly appearance. Seams and joints must be kept free of weeds.
- 11. Lawns must be kept mowed, edged, and weed free. Flower beds must be kept free of weeds, and shrubs and trees must be kept trimmed. Sidewalk and driveway joints must be weed and grass free.
- 12. There shall be no storage of clutter, debris, or miscellaneous items in public view.
- 13. Mailboxes on private property must be maintained in good repair.
- 14. House numbers must be visible.

Approved and adopted by the Board on the date signed below.

# ARCHITECTURAL CONTROL GUIDELINES REGARDING EXTERIOR PAINT COLORS FOR CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

- 1. All homeowners desiring to paint the exterior of their homes in the Association must acquire Architectural Review Committee ("ARC") approval prior to painting by submitting an ACC Application and paint chip sample to the ACC Committee. All ACC rules and procedures must be followed in order to acquire such approval.
- 2. All homeowners desiring to paint the exterior of their homes must choose a paint color in neutral earth tones consistent with the neighborhood.

# <u>UNATTACHED STRUCTURES IN OAKBROOK, CAMINO SOUTH, AND OAKBROOK WEST, SEC. 1, SEC. 2 & SEC. 3</u>

It is the policy of the Board of Trustees that the following will apply in regard to its involvement in enforcing the Deed Restrictions as pertains to unattached structures in declarations for the Oakbrook and Camino South subdivisions, and sections 1, 2, & 3 of Oakbrook West subdivision.

- 1. It was agreed and accepted that the intent of the Grantor (Friendswood Development Company) when making the declarations was
  - A. To prevent the property owner from erecting a structure for a purpose other than that intended for proper residential use.
  - B. To preserve the appearance of the area from an aesthetic standpoint.
- 2. It was recognized that the Grantor did intend that certain unattached structures for proper residential use could be allowed in subdivisions, but with specific restrictions.
  - A. Deed Restrictions for the younger subdivisions of Meadowgreen and parts of Oakbrook West allow the placement of unattached structures for residential purposes. These structures include storage sheds, play structures including playhouses, and accessory buildings (e.g., gazebos, shade structures for decks or pools).
  - B. Specific restrictions were placed on the square footage, height, and placement of structures on a property. These were intended to preserve the appearance of an area from an aesthetic point of view.
- 3. That in the future unattached structures erected for the proper purpose of residential use will be allowed in all sections of Oakbrook, Camino South, and Oakbrook West subdivisions provided that erection of such structures meet the following specific requirements.
  - A. The unattached structure cannot be used at any time for a residence.
  - B. The unattached structure shall not exceed eight (8) feet in height and the base dimensions do not exceed one hundred (100) square feet.
  - C. The unattached structure shall not be used for storage of equipment or other items which are used for business purposes.
  - D. No structure may be erected without prior approval from the Board of Trustees' Architectural Review Committee.

Texas Property Code Section 204.010(a)(6) provides that the Association may "regulate the use, maintenance repair, replacement, modification, and appearance of the subdivision" Texas Property Code Section 2014.010(a)(18) provides that the Association may "implement written architectural control guidelines" and modify them as needed.

Original: December 2, 1997 Amended: November 20, 2013 Amended: August 18, 2021

## DEED RESTRICTION VARIANCES

It is the policy of the Board of Trustees that the following will prevail for the granting of deed restriction variances to property owners in both the residential and commercial sections of the Clear Lake City Community Association (CLCCA), Inc.

1. The Architectural Review Committee will provide a recommendation on a variance to the Board of Trustees.

2. A deed restriction variance can only be granted by a majority vote of the Board of Trustees quorum present.

#### ANTENNA STRUCTURE REGULATIONS

Antenna conditions and limitations of operations and service are described. As a minimum, the following criteria should be met.

- 1. Antenna structures will be permitted only for non-commercial operators licensed by the FCC.
- 2. Applicants requesting approval for an antenna structure installation must submit the following information to the Architectural Review Committee and agree to construct and operate per the antenna guidelines.
  - a. Copy of a valid F.C.C. radio license.
  - b. Present any applicable permits that may be needed.
  - c. Proof of liability insurance.
- 3. Guidelines:

An antenna structure is defined as any supporting structure exceeding twenty feet above ground level (AGL).

- a. Structures will be limited in total height to sixty (60) feet from the immediate structure tower base to the highest point of the appendage supported by the structure. The structure itself will be limited to fifty (50) feet in height.
- b. Structures will be of good commercial metal design. Structure mounts must meet manufacturer's specification for strength of concrete and size. If structure is guyed, then all guy wire tie points must fit within the resident's property and out of any easements. Structures must have adequate lightning protection. No structure may be erected on a residential roof and must not be located in the front yard.
- 4. Antennas: Antenna elements placed on the structure, or any other element will fit totally within the residential property lines and be of good commercial design.
- 5. Other antennas of smaller size will be located as inconspicuously as possible. Satellite communication antennas should be mounted out of view as much as possible. Simple wire antennas will be placed out of view consistent with communication needs.
- 6. All structure installations are subject to annual inspection by Clear Lake City Community Association by compliance.

#### RESIDENTIAL FENCES WHICH BORDER COMMERCIAL PROPERTY

The Clear Lake City Community Association (CLCCA), Inc. Board of Trustees (BOT) has the responsibility in enforcing deed restrictions and to bring uniformity to those Deed Restrictions.

- 1. Friendswood Development Company (FDC). [Grantor] or its assignee is permitted to grant deviations in height, construction material and location of fences and walls which in its judgment will result in a more beneficial use.
- 2. Because of the reduced quality of life which has resulted to some of the residents whose homes adjoin the commercial areas from appearances, sports activities, general commercial type noises, etc., conditions which the Grantor suspected may arise, the Grantor did provide for relief by permitting, if needed, a variance in regard to fences.
- 3. Therefore, it is the policy of the Board of Trustees to permit residents who live in Oakbrook, Oakbrook West, Meadowgreen and Camino South and have property bordering on commercial property, to install wooden fences up to a maximum height of eight (8) feet from ground level subject to prior approval by the Architectural Review Committee. Only that fence which adjoins the commercial property may have this extended height and must be of wood, wrought iron, and or concrete, but must not be of chain link design.

#### FENCING GUIDELINES

It is the policy of the Clear Lake City Community Association (CLCCA), Inc. Board of Trustees (BOT) that fencing which borders individual Property Owners property and is visible to the street, be uniform in appearance. Reference CLCCA's Residential Exterior Maintenance Guidelines; Texas Property Code (TPC) 204.010(a)6 and (a)(18), provides the legal authority for the CLCCA to set forth guidelines regarding the use, maintenance, repair, replacement, modification and appearance of the subdivision. All perimeter fencing shall remain the same type of material.

#### **ALL FENCES**

- 1. Fences must follow Deed Restrictions; therefore, no fence shall be higher than six (6) feet.
- 2. Variances must be approved by the BOT thru the CLCCA Architecture Review Committee.
- 3. All fences must be repaired or replaced when broken, warped, or curled.
- 4. All fences visible to the street shall be free of mildew.
- 5. Graffiti/markings on fences must be removed immediately.

#### WOODEN FENCES

- 1. Wooden fences should have the smooth side out when visible to the street,
- 2. Brick pillars must be connected to wood fence and standing upright. Broken or leaning bricks must be repaired or replaced.
- 3. Brick pillars may be removed with approval from the CLCCA Architecture Review Committee

#### CONCRETE FENCES (PROPERTY OWNERS RESPONSIBILTY)

- 1. There shall be no horizontal cracked or broken sections visible to the street.
- 2. Vertical columns shall be vertical, not leaning.
- 3. Horizontal sections shall be horizontal and not leaning or slanted to one side.
- 4. If fence painting is necessary, fence should be painted exterior latex DRY DOCK (SW7502) available at Sherwin Williams Paint Company.
- 5. Fence sections may be replaced with Hardi Board, installed on the horizontal, and is available at local Home Improvement stores. Wood is not an approved material for section replacement. Repaired fences should be painted immediately to prevent discoloration.

#### WROUGHT IRON / TUBULAR IRON / TUBULAR ALUMINUM FENCES

- 1. Vertical and horizontal bars shall be painted black.
- 2. Fence shall be free of dented and bent bars.
- 3. Vertical bars shall be evenly spaced and not leaning or slanted to one side.
- 4. Fence shall be free from visible surface rust.
- 5. Any metal mesh fence must be black.

Exceptions: Policy Residential Fencing which Border Commercial Property and deed restrictions stipulating that permanent or semi-permanent storage of automobiles, boats, trailers, other vehicles, and equipment, must be completely screened from public view either in a garage or behind a solid fence as long as the equipment is beyond the building setback line. Items must be fully screened from public view and not covered by a tarp. Fencing or gates greater than six (6) feet in height, must have approval from the Architectural Review Committee and the Board of Trustees as an approved variance.

#### PRIVACY FENCING BORDERING EXPLORATION GREEN

The Resolution Regarding Fences on Private Residential Property Abutting Exploration Green and adopted on the 11<sup>th</sup> day of July 2019 by the President of the Clear Lake City Water Authority is filed separately with Harris County and available on the www.clcca.org website.

# Wood & Metal (Wrought / Tubular Iron / Tubular Aluminum)

It is the policy of the Clear Lake City Community Association (CLCCA), Inc. Board of Trustees (BOT) to have uniformity for fencing which borders Exploration Green (EG), the former Clear Lake Golf Course (CLGC), owned by the Clear Lake City Water Authority (CLCWA).

It is not required for the property owner to have a fence, however, if privacy fencing is desired, all application requests for fencing which border EG, (the former CLGC), must be submitted to the Architecture Review Committee (ARC) for consideration. Prior to start of construction, approval must be granted by the ARC or BOT before proceeding. The application shall have the Surveyor Plat, which identifies the Property Owner's lot size and any and all utility easements.

All fencing shall follow deed restrictions and shall be no higher than six (6) feet in height. Fencing must be made of two types of material, treated pine / cedar wood or black wrought or tubular iron / aluminum. No chain link or hurricane fencing is allowed. All fencing shall be a minimum of \*two-inch set back from the Property Owner's Property line to ensure 'no encroachment' of the Property Owner's fence is erected onto the CLCWA Property.

#### **Wooden Fences**

Wood fencing shall be allowed to have a six (6) inch rot board running horizontal at the bottom of the fence with five (5) foot six (6) inch tall by six (6) inch wide pickets\*\*. All pickets shall have the smooth surface of the pickets facing the CLCWA Property with the pickets located on the outside of the frame (CLCWA side).

No framing which faces or is parallel to the CLCWA Property shall be visible from the CLCWA Property.

#### Wrought Iron / Aluminum Fences

Wrought or tubular iron / aluminum fencing shall be no higher than six feet above ground level.

- \* If the CLCCA determines that fencing has encroached upon the CLCWA Property, the Property Owner will remove the fencing at the Property Owner's expense. This encroachment will be deemed to be a deed restriction violation and must be corrected by the Property Owner.
- \*\* Maximum height of fencing shall be six feet six inches, measuring from medium ground level. No fencing shall be built upon any artificially raised ground such as a berm, to increase the height of the fence.

# RENTAL AND LEASING POLICY CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Trustees of Clear Lake City Community Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations");

WHEREAS, Section 209.016 of the Texas Property Code was amended by the 87<sup>th</sup> Texas Legislature dealing with the regulation of residential leases or rental agreements;

WHEREAS, the Association desires to adopt the following policy in regard to rentals per Texas Property Code Section 209.016 and this policy shall replace and supersede the Rental and Leasing Policy filed on December 9, 2019, at Clerk's File No. RP-2019-540532 on Pages 27-29.

WHEREAS, the Board of Trustees of the Association ("Board") has determined that in connection with maintaining the residential plan and harmony of the community, and to provide clear and definitive guidance regarding residential leases and rental agreements, it is appropriate for the Association to adopt guidelines regarding residential leases and rental agreements within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Residential Leases and Rental Agreements within the community:

# Guidelines for Residential Leases and Rental Agreements

## 1. Information Required to be Submitted to Association.

In accordance with Texas Property Code Section 209.016(e), all owners renting their properties must submit the following information in writing to the association regarding their lease or rental applicants within ten (10) days of a lease being signed:

- a. contact information for each tenant including:
  - 1. name,
  - 2. mailing address,
  - 3. phone number, and
  - 4. e-mail address of each person who will reside at a property in the subdivision under a lease.
- b. the commencement date and term of the lease.
- c. Landlord's current physical mailing address and phone number.

#### 2. Definitions.

- a. "Renter" or "Tenant" may be used interchangeably and shall mean any person or persons who may occupy a residence under contract for the purpose of occupying the premises as a residence regardless of the term of contract. Renters shall be subject to "Single Family" definition.
- b. "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. Leasing includes, but is not limited to, short-term or vacation rentals, temporary housing, transient housing, or retreat lodging.
- c. "Landlord" or "Owner" may be used interchangeably and shall mean an owner with title to a residence who rents or leases his or her property. This same term may also apply to an owner's relative living in the home who leases the property.
- d. "Residence", "Property", "Properties" or "Premises" may be used interchangeably and shall mean the single-family residence or lot which is being rented.
- e. "Governing Documents" shall collectively mean the Association's Declarations, By-Laws, Rules and Regulations, ACC Guidelines, Board Policies, etc.
- f. "Single-Family" shall mean a husband and wife, two parents/partners, or an individual, with or without children or grandchildren (natural, adopted, or foster), Mother and/or Father, Mother-in-law and/or Father-in-law or the Legal Guardians of such children, etc.

#### 3. Terms and Conditions.

- a. Written Lease. All leases for property should be in writing and provide that:
  - i. such lease is specifically subject to the provisions of the Association's Governing Documents;
  - ii. any failure of the Tenant to comply with the terms of the Governing Documents may be deemed to be a default under such lease;
  - iii. Tenant should use the Premises solely as a personal residence for single-family purposes only;
  - iv. the Premises should be occupied only by members of the Tenant's immediate family and others whose names are specified in the Lease Agreement. The Lease should be signed by all adult occupants of the premises.
  - v. Tenant acknowledges receipt of a copy of or on-line access to the Governing Documents from Landlord and agrees to abide by all such documents.
- b. <u>Single Family Purpose Rentals Only</u>. Per the Association's governing documents, the property is to be used for single family purposes only.
- c. Copy of Association Documents to Tenant: The Landlord should provide the Tenant with copies of the Declarations and all other Governing Documents and rules & regulations prior to the Tenant occupying the premises.
- d. Information Landlord Must Submit to Association: As stated above in Section 1, Landlord must provide the following information to the association regarding their lease or rental applicants within ten (10) days of signing the lease: 1) name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease, 2) the start and end date the lease, 3) landlord's current mailing address.
- e. <u>Subleases and Assignments.</u> Landlord must update all Tenant contact information with the Association should the Lease be subleased or assigned.

#### 4. Violations.

- a. The Owner (Landlord) is responsible for ensuring compliance with all of the Association's Governing Documents.
- b. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.
- c. This Policy, all Governing Documents, and any additional Association Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for residential leases and rental agreements which may have previously been in effect. Except as affected by Section 209.016 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on the date signed below.

# CLEAR LAKE CITY COMMUNITY ASSOCIATION RESOLUTION REGARDING OPERATING A HOME BUSINESS WITHIN THE SUBDIVISION

WHEREAS, CLEAR LAKE CITY COMMUNITY ASSOCIATION, a Texas non-profit corporation (hereinafter referred to as the "ASSOCIATION"), through its Board of Trustees has the authority under Texas POA Guideline Policies, Page 21 of 23

Property Code Section 204.010(a)(6) to regulate the use, maintenance, repair, replacement, modification, and appearance of the single-family residences in the subdivision;

WHEREAS, Texas Property Code Section 204.010(a)(21) authorizes a property owners' association to exercise other powers necessary and proper for the governance and operation of the property owners' association;

WHEREAS, the residential Deed Restrictions for the subdivision recorded in the Official Public Records of Real Property of Harris County, Texas, provides that "lots shall be used only for <u>single family residence purposes;"</u> [Emphasis added.]

WHEREAS, pursuant to the Texas Property Code and the Association's Governing Documents, the Board of Trustees (the "Board") of the Association, hereby adopts this Policy in an effort to provide homeowners clarification regarding operating a home business within the subdivision;

WHEREAS, the Association's Deed Restrictions are in place for the purpose of keeping the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values of the subdivision;

WHEREAS, property values in the subdivision are affected by the appearance of the subdivision and specifically, operation of businesses therein; and

WHEREAS, the Board of Trustees desires to clarify the Deed Restrictions regarding operating a business within the subdivision and adopting the following Home Business Policy in order to maintain the attractiveness of the subdivision and thereby support property values of the subdivision.

NOW THEREFORE, BE IT RESOLVED THAT in consideration of the above factors, the Board hereby resolves to adopt and publish the following Home Business Policy for CLEAR LAKE CITY COMMUNITY ASSOCIATION:

#### **HOME BUSINESS POLICY**

- 1. As used herein, the term "Single Family Residence Purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments, and/or apartment houses.
- 2. No Lot or residence shall be used for any of the following activities or purposes of any kind: trade, business, professional, commercial, manufacturing, or regular church or religious services.
- 3. The Association is aware and mindful that current Texas case law appears to indicate certain non-visible and undetectable business activities may potentially be conducted within the residence that in some instances as long as:
  - a. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence;
  - b. the business activity conforms to all zoning and deed restriction requirements:
  - c. the business activity does not involve regular visitation to the residence by clients, customers, suppliers or other businesspersons, excluding regular mail delivery and recognized delivery companies, such as FedEx and UPS;
  - d. the business activity does not involve door-to-door solicitation of residents of the Subdivision;
  - e. the business activity is consistent with the residential character of the properties;

POA Guideline Policies, Page 22 of 23

- f. the Board and the neighbors do not consider the business activity to constitute a nuisance or annoyance;
- g. the business activity does not result in increased traffic such that ingress or egress of everyday vehicular traffic or of emergency vehicles is hindered; and
- h. no marketing or advertising of such use is permitted including but not limited to the placement of signs on the Lot.
- 4. Based on current Texas case law, owners/occupants may potentially keep personal business or professional records or handle personal business or professional telephone calls or correspondence which are expressly incidental to the principal residential use and not in violation of said restrictions, provided that such activity is not apparent in sight, sound, smell or that such permitted use does not attract business traffic or invitees to the residence or allow business employees to work at the residence.

The Board shall use the above referenced factors in order to determine whether a particular business activity violates this restriction.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for home businesses which may have previously been in effect. Except as affected by Section 209.016 and/or by these guidelines, all other provisions contained in the Declarations, or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on the date signed below.

This policy replaces the following policies: 402-2C,402-3B,402-4,409-01H,409-2E,409-03A,409-04A,409-05,409-2E,411-1,412-1A,412-2D,412-3,500-1H

This policy replaces the policy filed with Harris County on August 23, 2016

Amended at the Board of Trustee Meeting on September 21, 2016

Amended at the Board of Trustee Meeting on October 17, 2018

Amended at the Board of Trustee Meeting on November 20, 2019

Amended at the Board of Trustee Meeting on August 19, 2020

Amended at the Board of Trustee Meeting on December 16, 2020

Amended at the Board of Trustee Meeting on August 18, 2020

These General POA Guideline Policies were adopted this 18th day of August 2021, by at least a majority of the Board of Trustees of the Association.

CLEAR LAKE CITY COMMUNITY ASSOCIATION

Tanki.

Printed Name: Leslie Eaton

Title: Secretary

This instrument was acknowledged before me on Wday of AUUS, 2021, by LCSUL FUTON.

the SCORTUS of CLEAR LAKE CITY COMMUNITY ASSOCIATION.

a Texas non-profit corporation, on behalf of said corporation.

TAYLOR WOOD

My Notary ID # 132117289

Expires August 6, 2023

Notary Public in and for the State of Texas

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RP-2021-488104
# Pages 24
08/26/2021 02:10 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$106.00

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

OF HARRY COUNTY, IT

Linishin Hudgelth COUNTY CLERK HARRIS COUNTY, TEXAS