

**ARTICLES OF INCORPORATION  
OF  
RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION**

I, the undersigned natural person of the age of 18 years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the corporation is: RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION hereinafter referred to as "Association."

**ARTICLE II**

**NON-PROFIT CORPORATION**

The Association is a non-profit corporation. Upon dissolution, all of the Association's assets shall be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) for one or more purposes that are exempt under the Texas franchise tax.

**ARTICLE III**

**DURATION**

The period of its duration is perpetual, and the Association shall continue until dissolved as provided by law.

**ARTICLE IV**

**PURPOSES**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the general purposes for which it is formed are to provide for maintenance, preservation and

architectural control of the residents lots and common area within the certain tract of property described in the Declaration of Covenants and Restrictions for Riverstone Pointe Section One Subdivision (herein referred to as "Restrictions"), a subdivision in Montgomery County, Texas, as per map thereof filed in the Map Records of Montgomery County, Texas. The Restrictions are recorded in the Real Property Records of Montgomery County Clerk's File No. 2006-033612, Real Property Records of Montgomery County, Texas, and other properties brought within the scheme of the Restrictions or similar Restrictions for Riverstone Pointe Section One Subdivision in Montgomery County, Texas pursuant to the provisions and authority of said Restrictions and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose, and specifically:

- (a) To promote the health, safety, and welfare of the lot-owners of Riverstone Pointe Section One Subdivision;
- (b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the developer or Declarant set forth in the Restrictions for Riverstone Pointe Section One Subdivision only as recorded in the Real Property Records of Montgomery County, Texas, as may be amended from time to time as herein provided, which may be assigned to the Association by said Declarant pursuant to said Restrictions, and as may be set forth in any other supplemental Restrictions which may be filed from time to time pursuant to and in accordance with the authority and provisions of the Restrictions for Blue Heron Bay Subdivision;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) To dedicate, sell, transfer or convey all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;



(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or ~~acquire additional residential property or common area as provided for in the Restrictions;~~

(g) To have and to exercise ~~any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise, but which are consistent with this non-profit corporation claiming and continuing to claim as an exemption from federal income and state franchise taxes.~~

#### ARTICLE V.

##### MEMBERSHIP

Every owner of a lot located in Riverstone Points Section One Subdivision, or in other additional property brought within the scheme of the Restrictions for Riverstone Points Section One Subdivision pursuant to the provisions and authority of said Restrictions, which is subject to a maintenance charge assessment by the Declarant, as the developer, or assigns, including contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

#### ARTICLE VI.

##### RESTRICTIONS AND REQUIREMENTS

The Association shall not pay dividends or other corporate income to its directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Corporation shall have no power to take any action prohibited by the Texas Non-Profit Act. The Corporation shall not have the power to engage in any activities, except to an insubstantial degree, that are not in furtherance of the purposes set forth above.

#### ARTICLE VII.

##### INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 9320 Old River Court

West, Montgomery, Texas 77316. The name of the initial registered agent at this office is Dan Golden.

**ARTICLE VIII**

**BOARD OF DIRECTORS**

The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors (referred to as the "Board of Directors") shall be provided in the Bylaws. The initial Board of Directors shall consist of three (3) persons. The number of directors may be increased or decreased by adoption or amendment of bylaws. In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. The initial Board of Directors shall consist of the following persons at the following addresses:

<u>Name of Director</u>	<u>Street Address</u>
Dan Golden	9320 Old River Court West, Montgomery, Texas 77356
Belinda Golden	9320 Old River Court West, Montgomery, Texas 77356
Montey Williams	9324 Old River Court West, Montgomery, Texas 77356

**ARTICLE IX**

**LIMITATION ON LIABILITY OF DIRECTORS**

A director is not liable to the Association or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas.

**ARTICLE X**

**INDEMNIFICATION**

The association may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Association as provided by the provisions in the Texas Non-profit Corporation Act governing indemnification. As provided in the Bylaws, the Board of Directors shall



have the power to define the responsibilities and limitations for the Association to indemnify directors, officers, members, or others related to the Corporation.

**ARTICLE XI**

**ALTERATIONS**

The Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws or to adopt new Bylaws of this Association, without any action on the part of the members; but the Bylaws made by the Directors and the powers so conferred may be altered or repealed by the members.

**ARTICLE XII**

**CONSTRUCTION**

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

**ARTICLE XIII**

**INCORPORATOR**

The name and street address of the incorporator is:

Robert E. Page  
2040 Loop 336 West, Suite 212  
Conroe, Texas 77384


I execute these Articles of Incorporation on November 28, 2007.

INCORPORATOR:

  
\_\_\_\_\_  
ROBERT E. PAGE

STATE OF TEXAS §  
  §  
COUNTY OF MONTGOMERY §

I, the undersigned Notary Public, do hereby certify that on this the 29<sup>th</sup> day of November, 2007, personally appeared before me ROBERT L. PAGE who being by me duly sworn declared that he was the person whose name is mentioned in the foregoing document as incorporator, and that the statements contained therein are true.

*Robert L. Page*  
Notary Public  


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**BYLAWS OF  
RIVERSTONE HOMES PROPERTY OWNERS ASSOCIATION**

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**ARTICLE 1****OFFICES**

1.01 **Principal Office.** The principal office of the Association shall be located at 9320 Old River Court West, Montgomery, Texas 77355. The Association may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Association. Meetings of Members and the Board of Directors may be held at such places within Montgomery County, Texas as may be designated by the Board of Directors.

1.02 **Other Offices.** The corporation may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or the business of the corporation may require.

**ARTICLE 2****DEFINITIONS**

2.01 "Association" shall mean and refer to Riverstone Pointe Property Owners Association, its successors and assigns.

2.02 "Subdivision" shall mean and refer to that certain real property known as Riverstone Pointe Section One Subdivision as described in the Declaration of Covenants, Conditions and Declarations (the "Declaration"), filed with the County Clerk of Montgomery County, Texas, under Clerk's File No. 2006-035612, as may be amended in the Official Public Records of Montgomery County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to said Declaration or subsequent Declarations filed of record by the Declarant.

2.03 "Common Area" shall mean all real property designated on the plat of the Subdivision and owned by the Association for the common use and enjoyment of the Owners of property in the Subdivision.

2.04 "Lot" shall mean and refer to the lots of land shown upon the recorded plat of the Subdivision and described in the Declaration.

2.05 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including contract

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purchasers, but excluding those having such interest merely as security for the performance of an obligation as more fully described in the Declaration.

2.06 "Declarant" shall mean and refer to Southlake Center, L.L.C., its successors and assigns or such successors or assigns should acquire the undeveloped lots from the Declarant for the purpose of development.

2.07 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision as filed in the office of the County Clerk of Montgomery County, Texas in Clerk's File No. 2005-038612 of the Official Public Records of Montgomery County, Texas, together with any amendments thereto.

2.08 "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

### ARTICLE 3

#### QUALIFICATIONS FOR MEMBERSHIP

3.01 **Membership.** The membership of the Association shall consist of all the owners of the Lots within the Subdivision or brought within the scheme of the Restrictions for the Subdivision pursuant to the provisions and authority of said Restrictions, which is subject to a maintenance charge assessment by the Declarant or assigns, including contract purchasers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association under the Restrictions.

3.02 **Proof of Membership.** The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot or Lots in the Subdivision. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

3.03 **No Additional Qualification.** The sole qualification for membership shall be ownership of a Lot or Lots in the Subdivision. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Restrictions.



3.04 Certification of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

**ARTICLE 4**

**VOTING RIGHTS**

4.01 Voting. Voting shall be a one vote per lot basis. The owner or owners of each lot are entitled to one vote for each lot owned in the Subdivision. If record title to a particular lot or Lots is in the name of two or more persons, all co-owners shall be Members and may attend any meeting of the Association but the voting rights appurtenant to each such lot or tract may not be divided and fractional votes shall not be allowed. Any one of said co-owners may exercise the vote appurtenant to each such lot or tract as owned at any meeting of the Members and such vote shall be binding and conclusive on all of the other co-owners of said lot or tract who are not present, provided, if one of the non-attending co-owners has given the Association notice of objection to the attending co-owner's vote, no vote shall be cast for said lot or tract except upon notice of unanimous consent by all such co-owners being given to the Association. In the event more than one vote is cast for a single lot or tract by an owner, none of the votes so cast shall be counted and all of such votes shall be deemed void.

4.02 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

4.03 QUORUM. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least ten (10%) percent of the total votes of the Association shall constitute a quorum for any action. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than forty-five (45) days from the meeting date.

4.04 Required Vote. The vote of the 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 shall be the act

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of the meeting of the Members, unless the vote of a greater number is required by statute.

4.05 Cumulative Voting. Cumulative voting shall not be permitted during the election of Directors.

#### ARTICLE 5

##### MEETINGS OF MEMBERS

5.01 Annual Meetings. The first annual meeting of the Members of the Association shall be held within one year of the date of Incorporation of the Association, and thereafter, the annual meeting of the Members of the Association shall be held between the 15th and the 29th day of January of each succeeding calendar year. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

5.02 Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least ten (10%) percent of the total votes entitled to be cast by the Members.

5.03 Place. Meetings of the Members shall be held within the Subdivision or at a meeting place as close thereto as possible as the Board may specify in writing.

5.04 Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other person authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address last appearing on the books of the Association with postage thereon paid.

5.05 Order of Business at Meetings. The order of business at all meetings of the Members shall be as follows:

- (1) Roll call;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of Minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;

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- (6) Election of directors;
- (7) Unfinished business; and
- (8) New business.

**5.06 Action without Meeting.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

**ARTICLE 6**

**BOARD OF DIRECTORS**

**6.01 Number.** The affairs of the Association shall be managed by the Board of Directors consisting of three (3) persons, all of whom must be members of the Association.

**6.02 Term.** At the first meeting of the Association, the Directors set forth in the Articles of Incorporation who shall hold office until the first annual election of Directors by the Members. At the first annual meeting of Members, one (1) Director shall be elected to serve on the Board for a one (1) year term, one (1) Director shall be elected to serve on the Board for a two (2) year term and one (1) Director shall be elected to serve on the Board for a three (3) year term. The terms of the Directors shall be staggered so that the terms of the Directors shall not result in more than two (2) Directors being elected in any one year. Each Director shall hold office until a successor is elected and qualified.

**6.03 Removal.** Directors may be removed from office with or without cause by a majority vote of the Members of the Association.

**6.04 Vacancies.** In the event of a vacancy on the Board caused by death, resignation, removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

**6.05 Compensation.** No Director shall receive compensation for any service he may render to the Association. A Director may, however, be reimbursed by the Board for actual expenses incurred by him in the performance of his duties.

**6.06 Powers and Duties.** The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in these Bylaws or as set forth in the

Articles of Incorporation of the Association. In addition, the Board of Directors shall have the powers and following duties:

a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c. as more fully provided in the Restrictions to:

(1) fix the amount of the annual maintenance fund assessment against each lot at least thirty (30) days in advance of each annual assessment period as provided in the Restrictions;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (3) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against an owner personally obligated to pay the same;

d. issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. procure and maintain, if possible, adequate liability and hazard insurance on property owned by the Association;

f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g. cause the Common Area to be maintained;

h. cause the Restrictions of the Subdivision to be enforced and administered;

i. employ such accountants, attorneys, contractors or other persons or entities as they deem necessary to manage and administer the affairs of the Association; and

j. manage the affairs of the Association.

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Directors shall exercise ordinary business judgment in managing the affairs of the Association. Directors shall act as fiduciaries with respect to the interests of the Members. In acting in their official capacity as directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Association and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Association's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Association.

**6.07 Actions of Board of Directors.** The Board of Directors shall try to act by consensus. However, the votes of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or the bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

#### ARTICLE 7

#### NOMINATION OF DIRECTORS

**7.01 Nomination and Election of Directors.** Nomination for election to the Board of Directors shall be made by a Nominating Committee and increased as herein set forth.

**7.02 Nominating Committee.** At a regular meeting of the Board of Directors held no later than November of each year there shall be appointed by the Board a committee of seven regular Members of the Association, none of whom shall be a member of said Board, as a Nominating Committee; such member of the Board shall have the right and the privilege of having one member of said Committee. In the event of the failure of any member to do so, the members of the Board present at such meeting shall appoint a sufficient number to complete said Committee, which Committee shall be charged with the duty of nominating candidates for members of the Board of Directors to be elected at the next annual meeting. No member of the Nominating Committee shall serve consecutive terms on that Committee. No member of the Nominating Committee may be nominated for the position of Board Member while serving on the Nominating Committee. The Board of Directors at said meeting shall fix the time and place of the meeting of such Nominating Committee, but the date fixed for such meeting shall not be less than thirty-one (31) days prior to the date of the annual election. The Secretary shall

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immediately notify in writing each of the members of such Nominating Committee of his nomination and of the time and place of the meeting of the Committee. The Nominating Committee shall meet at the time and place designated. A majority of the Nominating Committee shall govern the actions and deliberations of the Committee. Each nominee must receive a minimum of four affirmative votes and must not be in default of any fees due the Association.

**7.03 Nomination of Candidates and Fixing of Names.** The Nominating Committee shall at least twenty (20) days before the annual election, mail to the members the names of the candidates selected by it to fill the places of outgoing members of the Board of Directors, and shall also immediately file with the Secretary of the Association a list of such nominated members. No member shall be nominated who has served more than three consecutive terms next proceeding. Other candidates may be nominated to fill said places, or any of them, by petition signed by at least ten (10%) percent of the Members entitled to vote, provided such petition shall be received by the Secretary at least seven (7) days before the annual election and provided any such nominee is a member not in default on any fees due the Association. Upon receiving such petition, the Secretary shall forthwith cause the same to be added to the list of nominees of the Board of Directors. The names of all candidates nominated by the Committee or by petition, if any, shall be printed on the official ballot used at such election and names of such names may be withdrawn after the said names have been published on the bulletin board in the manner above stated. All names shall be arranged alphabetically on the ballot. At least five (5) days prior to the annual election, the Secretary shall mail a copy of such official ballot to each Member.

**7.04 Election.** Directors are elected at the annual meeting of Members of the Council. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominee receiving the highest number of votes shall be elected. No Member may cumulate votes.

## ARTICLE 8

### MEMBERS OF DIRECTORS

**8.01 Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly at such place and at such time as may be fixed from time to time by resolution of the Board. Notice of the time and place of such meeting shall be delivered to each member of the Board of Directors not less than three (3) nor more than thirty (30) days before the date of the meeting.

**8.02 Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the Secretary of the Board of Directors or by any two Directors other

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than the Secretary. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than three (3) days, or more than thirty (30) days prior to the date fixed for such meeting by written notice delivered personally or sent by mail or telegram to each Director at his address as shown in the records of the Association.

8.03 Quorum. A quorum for the transaction of business by the Board of Directors shall be the lesser of either a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws or four.

8.04 Voting Requirement. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Articles of Incorporation or these Bylaws requires the vote of a greater number.

8.05 Open Meetings. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

8.06 Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

## ARTICLE 9

### COMMITTEES

9.01 Appointed by Board of Directors. The Board of Directors shall appoint such committees as are required by the Restrictions. The Board may from time to time establish and appoint to such other committees as it shall deem necessary and advisable to assist the Board in the general operation and management of the Association. The Chairman and all Members of each such committee must be a member of the Association.

9.02 Authority of Committees. The Board of Directors may grant to any committee thus established by the Board such authority and power consistent with these Bylaws as the Board shall deem required to carry out the intended purposes and functions of such committee.

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9.03 Discharge of Committees and Subcommittees. The Board of Directors may discharge any committee established by the Board and may remove and replace any committeemen appointed to any committee.

9.04 Membership Committee. This Committee shall pass upon all applications for membership and report of the same with recommendations to the Board of Directors. All applications for membership shall be deposited with the Secretary for delivery to the Committee.

**ARTICLE 10**

**OFFICERS**

10.01 Enumeration of Officers. The Officers of this Association (who shall at all times be members of the Board of Directors) shall be a President, a Vice President and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

10.02 Term. The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for a term of one year, unless such officer shall sooner resign, be removed, or be otherwise disqualified to serve.

10.03 Resignation and Removal. Any Officer may resign at any time by giving written notice to the Board, via President or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

10.04 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

10.05 Compensation. Officers shall not receive compensation for services rendered to the Association.

**ARTICLE 11**

**PRESIDENT**

11.01 Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of the number to act as President.

11.02 Duties. The President shall:

(a) Preside over all meetings of the Members and of the Board;

(b) Sign as President all checks, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;

(c) Call meetings of the Board whenever he deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days; and

(d) Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association and discharge such other duties as may be required of him by the Board.

**ARTICLE 12**

**VICE PRESIDENT**

12.01 **Election.** At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as Vice President.

12.02 **Duties.** The Vice President shall:

(a) Act in the place and in the stead of the President in the event of his absence, inability, or refusal to act; and

(b) Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

**ARTICLE 13**

**SECRETARY**

13.01 **Election.** At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

13.02 **Duties.** The Secretary shall:

(a) Keep a record of all meetings and proceedings of the Board and of the Members;

(b) Keep the seal of the Association, if any, and affix it on all papers requiring said seal;



(c) Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;

(d) Keep appropriate current records showing the members of this Association together with their addresses; and

(e) Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14

TREASURER

14.01 Election. At the first meeting of the Board immediately following the annual meeting of the members, the Board shall elect a Treasurer.

14.02 Duties. The Treasurer shall:

(a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;

(b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;

(c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures; and

(d) Prepare and distribute the financial statements for the Association required by the Restrictions.

ARTICLE 15

BOOKS AND RECORDS

15.01 Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Association. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principle place of business of the Association.



15.02 Inspection. The restrictions of the subdivision, the Articles of Incorporation and the Bylaws of the Association, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

ARTICLE 16

16.01 Amendments. These Bylaws may be modified, altered, amended, or repealed and new Bylaws adopted by a majority vote of the Board of Directors or by a majority vote of those Members present and voting, in person or by proxy, at any annual or special meeting or election called for that purpose; provided, however, that a statement of the proposed modifications, alterations, amendments, or repeal and proposed new Bylaws signed by either the Board of Directors or by ten (10) percent or more of the Members entitled to vote shall be delivered to the Board of Directors at least twenty (20) days before the date of such meeting or election; and it shall be the duty of the Board of Directors to cause a copy of such proposed modifications, alterations, amendments, or repeal and proposed new Bylaws to be mailed to each member of the Association at his last known address on the books of the Association at least seven (7) days before such meeting or election.

Attestation

Adopted by the Board of Directors on \_\_\_\_\_, 2007.

\_\_\_\_\_  
Secretary

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, Secretary of Riverstone Pointe Section One Property Owners Association, in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION  
RULES, REGULATIONS AND POLICIES  
REGARDING COLLECTIONS AND FINES**

**GENERAL**

Riverstone Pointe Property Owners Association ("the Association") is a Subdivision Regime established by a Declaration of Covenants and Restrictions Declaration filed of record in the Real Property Records of Montgomery County, Texas. These Rules, Regulations and Policies are made and adopted pursuant to the authority granted by the Declaration and the By-Laws, and pursuant to the authority granted to the Board of Directors/Managers by the Texas Property Code. For the purpose of these Rules, Regulations and Policies, the term Owner shall include individual owners and co-owners of lots located within Riverstone Pointe.

The following Rules, Regulations and Policies are effective June 1, 2010, and are applicable to Owners, tenants, families, and guests. All Owners are responsible for the instruction and supervision of their families, tenants, and/or guests as to the provisions of all of the Rules, Regulations and Policies, the Bylaws, and the Declaration, and Owners must provide a copy of these documents to their tenant(s).

**COLLECTIONS POLICY**

1. All maintenance assessments and related charges are due in full on the first (15<sup>th</sup>) of each January.
2. All assessments and related charges are late if not paid by 5 p.m. on the fifteenth (15<sup>TH</sup>) day of January each year.
3. Any assessments and related charges remaining unpaid on an Owner's account at 5 p.m. on the fifteenth (15<sup>th</sup>) day of each January shall be subject to a late charge equal to 10% of the amount assessed. In addition, interest will accrue on the unpaid balance at the highest rate allowed by law.
4. If there is any account balance due on an assessment account for any home after the fifteenth (15<sup>th</sup>) day of each January, the managing agent may send a notice advising the Owner that the assessment is late and it must be paid within thirty (30) days. In such event, the managing agent will inform the Owner of the Owner's right to dispute the amount shown to be due before the Board, if a written request to do so is received within thirty (30) days of receipt of the letter. The letter will also inform the Owner that after 45 days (giving a date certain), if the account remains unpaid, it is subject to being turned over to the attorney for the Association to begin formal collection activities.



5. Any assessment remaining unpaid for (90) days, or any account accruing five hundred dollars (\$500.00) or more in assessments, late charges, collection charges, and/or interest will be turned over to the Association's attorney for collection.
6. All attorney fees, court costs, and other related charges of collection incurred by either the management company or the Association's attorney will be charged to the delinquent Owner's account. All such charges will be added to the amount of the assessments and collected as if they were assessments.
7. Once turned over to the Association's attorney, the attorney will be authorized to send a demand letter demanding payment for the account, plus the attorney's fees for such demand letter, within thirty (30) days of such letter.
8. If the Owner does not pay the account in full within the time required by the attorney's initial demand letter, the attorney is authorized to send a second letter demanding payment in full, plus the attorney's additional fees for the second demand letter, within ten (10) days, and if not so paid, a lawsuit may be filed against the Owner to collect all monies due and to seek foreclosure on the Owner's property.
9. If the assessments are not paid in full in accordance with the above demands, the attorney is authorized to file a lawsuit seeking the monies due, in addition to all assessments, late fees, attorney fees, court costs and interest which come due during the pendency of the lawsuit, and to seek an Order allowing the foreclosure of the Owner's Unit.
10. If a judgment is taken against the Owner, and arrangements have not been made by the Owner to pay the account by the foreclosure day noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale. The association may bid in at such sale by and through its attorney.
11. The Board President, Treasurer, and the property manager are authorized to appoint the Association's attorney(s) as Trustee/Substitute Trustee to notice and hold the sale.
12. After foreclosure, the lender holding the first lien on the property, and the owner will be notified of the Association's action, at the last known addresses on file with the Association or any other address located by the Association's attorney.
13. If after foreclosure, an Owner or his tenant continues to occupy the unit, a forcible detainer case will be filed seeking possession.



14. The Association's attorney may be authorized to file a deficiency suit against the Owner whose unit has been foreclosed, but who still owe a balance of assessments to the Association.
15. At all times during the collection process, the Association's attorney is authorized to enter into reasonable payment arrangements with Owners in an attempt to collect the obligation owed to the Association, and may charge a fee for an agreement reflecting the payment arrangement. In the absence of a reasonable payment schedule, or full payment of the assessment account, the Association's attorney is authorized to complete the entire collection process without necessity of further instruction or authorization.
16. At all stages of collection, payments made by Co-Owners will be applied to the collection costs first, then to the oldest balance on the Owner's account. The "balance" shall include, without differentiation, maintenance assessments, late charges, interest, attorney fees, maintenance charge-backs, fines, penalties, insurance, and insurance deductibles.

#### **FINES POLICY**

Fines may be imposed against Lot Co-Owner(s) or any infraction of the Declaration, By-Laws, or these Rules, Regulations and Policies by Owners, occupants or their guests.

This policy will become effective June 1, 2010. The fine structure will be as follows:

First Infraction: Thirty (30) Day Warning Notice (except where stated otherwise in these Rules, Regulations and Policies).

Second Infraction: \$25.00 fine

Third Infraction: \$50.00 fine

If an Owner receives warning or fine, the Owner will have the right to request a meeting with the Board, in writing, within thirty days of your receipt of the warning or fine. In addition, after the first warning, if the matter is not cured or reoccurs, the Board may refer the matter to the Association's attorney without further warning. In the event of fineable act or omission which threatens the health, safety or welfare of other residents or guest, the matter may be turned over to the Association's attorney without sending a warning. If the matter is referred to the Association's attorney, the Owner will be responsible for payment of all legal fees incurred.

If the offense reoccurs or continues after the third notice, the Association will continue to assess a \$100.00 fine every month the violation exists, or each time it re-occurs until abated, and the Board may refer the matter to the Association's attorney. All fees, including all attorney's fees incurred by the Association in enforcing the governing

documents and these Rules, Regulations and Polices, will be charged to the Owner of the property at which the violation occurred, and will be added to the Owner's account balance.

The Fine Policy conditions are as follows:

1. No one will be fined without the Association first sending a ten (10) day warning notice to the Owner (if known). (DOES NOT APPLY TO VANDALISM, GRAFFITI, FIREWORKS, GATE DAMAGE, POOL AREA DAMAGE, AND ITEMS NECESSITATING IMMEDIATE INTERVENTION, WHICH MAY BE SUBJECT TO IMMEDIATE FINES OR REFERRAL TO LEGAL COUNSEL).
2. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
3. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute.
4. Notification will be sent to the writer of the letter informing him or her of the date of the Board meeting when the dispute will be discussed.
5. The Owner filing the dispute will be placed on the Board Meeting agenda and the Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
6. The Board's decision after the hearing is final and any affirmed or non-appealed fine will be due and payable on the first of the next month after notification.
7. Should any offenses reoccur within twelve months after the first occurrence of a similar violation, no ten (10) day notice will be given, and the appropriate fine will be immediately imposed.
8. Any Owner who has more than two (2) violations within a sixty day period which are a result of the Owner's tenants, will be required to provide written proof of notices and action taken against any tenant(s) committing violations against the Association. The Association may request a meeting with the Owner, or take legal action to enforce the Declarations, By-Laws, or these Rules, Regulations and Policies.

**Exceptions to Fines Schedule:**

Force mows:

1. Initial notice sent with ten (10) day request to correct or Riverstone Pointe will "force mow" the property as allowed under section 3.19 of the Declarations, Covenants, Conditions and Restrictions for Riverstone Pointe, Section One.




2. A fine of \$50 will be assessed in addition to the actual mowing costs to the association.

Adopted by unanimous vote of the Board of Directors for Riverstone Pointe Property Owners Association at a meeting held on May 15, 2010

Board of Directors  
Riverstone Pointe Property Owners Association

By:

  
Robert Howell, President

  
Michael Massey, Vice President

  
Paige Gerich, Treasurer

  
Floyd Lareau, Secretary

**RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.  
ZERO LOT LINE ACCESS POLICY**

A five (5) foot building easement is provided along the zero lot line side of each zero lot line property in the subdivision. This easement is to be used only by the zero lot line property owner and his designated contractors. That use is restricted to the construction, repair and maintenance of the exterior side wall, roof and/or foundation of the zero lot line house. The owner using this easement shall be responsible for any damages caused by his use, including the repair of any fencing or wall, any drainage system, sprinkler system and any landscaping in the easement. The easement when used must be left clean and neat at the completion of the work performed. At least fifteen (15) days prior to the initiation of any use of the easement, the owner and the POA's management company must be notified in writing and that notification must outline in adequate detail the estimated start and completion dates of the use and the specific plans for use of the easement. At the POA's discretion, the management company may intervene and resolve any conflicts between the parties regarding the work outlined and the time proposed for its completion. The notified property owner may at his option notify the zero lot line property owner and remove any fencing and take steps to protect his landscaping before work begins. The zero lot line property owner who uses the easement is subject to any fines and penalties that may be levied by the POA Board for any violation of this zero lot line easement policy.

Adopted by unanimous vote of the Board of Directors for Riverstone Pointe Property Owners Association, Inc., at a meeting held on February 25, 2011.

Board of Directors  
Riverstone Pointe Property Owners Association, Inc.

By:

  
\_\_\_\_\_  
Bob Howell, President

  
\_\_\_\_\_  
Michael Massey, Vice President

  
\_\_\_\_\_  
Paige Gerich, Treasurer

  
\_\_\_\_\_  
Floyd Lareau, Secretary



**RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.**  
**RECORDS RETENTION POLICY**

This Records Retention Policy was approved by the Board of Directors for RIVERSTONE POINTE Property Owners Association, Inc., on the 4th day of November, 2011.

The Association shall maintain its records as follows:

RECORD	RETENTION PERIOD
Certificate of Formation/Articles of Incorporation, By Laws, Declaration and all amendments to those documents.	PERMANENT
Association Tax Returns and Tax Audits	SEVEN (7) YEARS
Financial Books and Records	SEVEN (7) YEARS
Account Records of Current Owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of Member Meetings and Board Meetings	SEVEN (7) YEARS

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable record will be considered not maintained as a part of the Association books and records.

**HOMEOWNERS ASSOCIATION CERTIFICATION**

"I, the undersigned, being the President of the RIVERSTONE POINTE Property Owners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By:  President

Printed Name: R. W. HOWELL

AFTER RECORDING RETURN TO:

JDH ASSOCIATION MANAGEMENT  
1776 Woodstead Court #103  
The Woodlands, TX 77380

**RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.**  
**PAYMENT PLAN POLICY**

This payment plan was approved by the Board of Directors for Riverstone Pointe Property Owners Association, Inc., on the 4th day of November, 2011.

- 1) Owners are entitled to one approved payment plan to pay their annual assessments.
- 2) All payment plans require a down payment and monthly payments.
- 3) Upon request, all owners are automatically approved for a payment plan consisting of 20% down with the balance paid off in 12 monthly installments.
- 4) If an owner defaults on the payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two years.
- 5) Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals. No proposed payment plan may be shorter than 3 months or longer than 18 months.
- 6) The Association can not charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under its Governing Documents and can charge reasonable costs of administering the payment plan. The term of a payment plan cannot be less than three months or more than 18 months.

**HOMEOWNERS ASSOCIATION CERTIFICATION**

"I, the undersigned, being the President of the RIVERSTONE POINTE Property Owners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: R. W. Howell, President

Print Name: R. W. HOWELL

**AFTER RECORDING RETURN TO:**

**JDH ASSOCIATION MANAGEMENT**  
1776 Woodstead Court #103  
The Woodlands, TX 77380

JDH ASSOCIATION MANAGEMENT in accordance to revisions in Texas Property code 2011



**RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.**  
**RECORDS PRODUCTION POLICY**

This Records Production Policy was approved by the Board of Directors for RIVERSTONE POINTE Property Owners Association, Inc., on the 4th day of November, 2011.

**I. Copies of Association records will be available to all Owners upon their proper request and at their own expense. A proper request:**

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, or the Owner's agent, attorney, or certified public accountant; and
- c. contains sufficient detail to identify the records being requested.

**II. Owners may request to inspect the books and records or may request copies of specific records.**

- If the owner makes a request to inspect the books and records, then the Association will respond within 10 business days of the request, providing the dates and times the records will be made available and the location of the records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner paying the Association the cost thereof.
- If an owner makes a request for copies of specific records, and the Association can provide the records easily or with no cost, then the Association will provide the records to the owner within 10 business days of the owner's request.
- If the owner makes a request for copies of specific records, the Association shall send a response letter advising on the date that the records will be made available (within 15 business days) and the cost the owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the owner.

**III. The Association hereby adopts the following schedule of costs:**

<b>COPIES</b>	10 cents per page, for regular 8.5" X 11" page 50 cents per page for pages 11" X 17" or greater Actual cost, for specialty paper (color, photograph, map, etc...)
<b>LABOR</b>	\$15.00 per hour for actual time to locate, compile and reproduce the records (can only be charged if request is greater than 50 pages in length)
<b>OVERHEAD</b>	20% of the total labor charge (can only be charged if request is greater than 50 pages in length)

**MATERIALS** actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records

**IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's books and Records:**

**RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.**  
**RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

Date

Dear Homeowner:

On (date), the RIVERSTONE POINTE Property Owners Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect on regular business days, between the hours of 9 a.m. and 5 p.m. at the office of JDH Association Management, 1776 Woodstead Court #103, The Woodlands, Texas.

Please contact the Association manager at (281) 457-5341 to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Very Truly Yours,  
RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.

**V. The Association hereby adopts the following form of response to Owners who request copies of specific records:**

**RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.**  
**RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

Date

Dear Homeowner:

On (date), the RIVERSTONE POINTE Property Owners Association received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records, you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$ \_\_\_\_\_. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of JDH Association Management, 1776 Woodstead Court #103, The Woodlands, Texas

Very Truly Yours,  
RIVERSTONE POINTE PROPERTY OWNERS ASSOCIATION, INC.



- VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
- VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.

#### HOMEOWNERS ASSOCIATION CERTIFICATION

"I, the undersigned, being the President of the RIVERSTONE POINTE Property Owners Association Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

By: R. W. Howell, President

Print Name: R. W. HOWELL

AFTER RECORDING RETURN TO:

JDH ASSOCIATION MANAGEMENT  
1776 Woodstead Court #103  
The Woodlands, TX 77380



## *Riverstone Pointe Property Owners Association, Inc.*

*P.O. Box 291, Montgomery, TX 77356*

*Phone: 936-931-8047*

*Email: President.Riverstone@gmail.com*

Last Update: September 2012

### **Instructions to ACC Applicants**

The POA is responsible for the enforcement of all provisions of the subdivision's rules and regulations including its Deed Restrictions (formally titled "Declaration of Covenants, Conditions and Restrictions for Riverstone Pointe One"). Copies of applicable documents are available for download on the POA's website. The POA maintains an Architectural Control Committee (ACC) for the administration of its responsibilities. The ACC is comprised of the four members of the Board of Directors. The Vice President serves as Chair and runs all ACC operations.

When performing initial construction (all physical plant, landscaping and grounds) or later altering an existing construction, individual lot owners are responsible for compliance with all Deed Restrictions and other rules and regulations. This responsibility exists whether or not they seek the participation and approval of the POA's Architectural Control Committee. Should the lot owner choose to proceed without the participation of the ACC, the POA reserves the right to enforce its Deed Restrictions at any time regardless of the consequences to the lot owner.

To avoid the risk of violation notices and costly enforcement actions, the POA recommends that, BEFORE launching a project – whether for new construction or for alteration of existing construction – that involves ANY meaningful activity or expenditure of funds, the lot owner:

- Familiarize himself fully with the POA's Deed Restrictions and any other pertinent rules and regulations as they could apply to the project
- Engage the ACC through submission of an application for approval of the project.

The ACC process insures the lot owner of protection from future claims from the POA of non-compliance once a project is approved and completed within the scope of an ACC approval.

#### **Appropriate Application Form:**

Applicants should employ one of two application forms:

- Form 1: New Construction (including additions attached to existing residences)
- Form 2: Alterations and Additions (excluding additions attached to existing residences)

Each of these forms is available for download from the POA website. Each form calls for an explanation of the proposed project together with:

- Adequate scaled drawings to fully position and display the project on the lot and in relation to existing structures
- Samples of the materials to be employed and/or references and photographs of the materials and colors
- How the applicant intends to meet the requirements for proper execution of the project (See section below for explanation of requirements)



**Application Fees:**

Beyond basic Committee level administrative affairs, any operational expenses incurred by the ACC in the processing of applications must be borne by individual applicants. POA board members will not charge for their time in executing their duties on the ACC. However, if they incur out-of-pocket expenses in the course of their work, they will be reimbursed for those costs and the costs will be borne by the applicant.

In the case of new construction, there are fees and escrow amounts that are due with the submission of the application. They are spelled out in the application form. In the case of alternations and additions, the applicant commits to pay the ACC for any out-of-pocket costs it incurs in the processing of the application. Typically there will not be any such expenses and therefore no fees. However, payment of any expenses invoiced to the lot owner will be required before approval can be finalized.

The ACC has engaged one consultant – David Whiteley – on a continuing as needed basis to assist it: (a) in the evaluation of applications, (b) in the monitoring of project executions and/or (c) in the closeout of projects. As needed, the ACC will also engage other third parties to address project issues it encounters that it feels require special expertise.

David Whiteley is available to any lot owner who wishes assistance in the (a) evaluation of their project; (b) the applicability of Deed Restrictions; and/or (c) the preparation of the project application for ACC approval. The lot owner will to pay David directly for any services he renders. David's contact information is:

David Whiteley  
Whiteley & Whiteley Design Group  
16955 Walden Rd.  
Ste. 125  
Montgomery, TX 77356  
Email: [whiteley@consolidated.net](mailto:whiteley@consolidated.net)  
Cell: (936) 582-6888  
Office: (936) 582-6888

**Timely Receipt and Processing of Application:**

Deed Restrictions protect the lot owner in the ACC's processing of an application. The ACC is required to respond to an application within 30 days of its receipt. If the lot owner receives no feedback within 30 days, approval is automatically granted.

The ACC can either deny an application or find it deficient and ask the lot owner for a resubmission. In the latter cases, the time clock for processing is stopped on the mailing date of the ACC statement of deficiency and a new 30 day clock is started upon the ACC's receipt of an application that resolves the stated deficiencies.

Any lot owner launching a project activity prior to receipt of a written project approval from the ACC) does so totally at his own risk.

**Rules for Execution of Approved Application:**

Once a project is approved, the lot owner and his contractors agree to follow "Guidelines for Execution of ACC Approved Projects." These guidelines are available for download from the POA website and address such matters as:

- Allowable working hours
- Parking of contractor vehicles
- Acceptable noise levels
- Storage and disposal of construction waste
- Confirmation of construction compliance with approved plans (e.g., location of building foundation)
- Reporting of damage to POA property (streets, curbs, individual lot owner property, etc.)
- Lot owner proposals to ACC for and ACC approved repairs of damaged property

The lot owner ultimately is responsible for compliance with the rules for execution of an approved project. He is also responsible for the cost of repairing any damage to other lot owner property and/or POA common property caused by the execution of the project. Finally he is responsible for the payment of any fines and any penalties that may be imposed in conjunction with the ACC's enforcement of the owner's responsibilities.



**Authorizing POA Board Members**

**Michael J. Massey**  
President

**Paige Gerich**  
Secretary Treasurer

Signature *Michael J. Massey*  
Michael J. Massey

Acknowledged before me by Michael J. Massey on Jan 10, 2013  
Michael J. Massey

*Judy C. Duerer*  
Signature, Notary Public - State of Texas



Signature *Paige Gerich*  
Paige Gerich

Acknowledged before me by Paige Gerich on Jan 10, 2013  
Paige Gerich

*Judy C. Duerer*  
Signature, Notary Public - State of Texas



**After Recording, Return to:**  
Riverstone Pointe POA  
P.O. Box 291  
Montgomery, TX 77356-0291



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## *Riverstone Pointe Property Owners Association, Inc.*

*P.O. Box 291, Montgomery, TX 77356*

*Phone: 936-931-8047*

*Email: President.Riverstone@gmail.com*

Last Update: September, 2012

### **Rules for Execution of ACC Approved Projects**

This document contains a set of basic rules for new construction and for improvements to property in the Riverstone Pointe subdivision. These are minimum requirements and the builder/contractor is encouraged to exceed the expectations of the neighborhood.

#### **Site Preparation (New Construction):**

The builder shall provide the following items in preparation for either construction of a new residence, construction of an addition to an existing residence or an alteration to existing property:

- **Portable Toilet:** The builder shall provide a portable toilet before ANY work commences on the job site.
- **Building Permit:** For new construction, the builder shall post a copy of the building permit issued by Montgomery County. The building permit must be easily viewed from the street.
- **Safety Fencing:** The builder shall install safety fencing along both side property lines. The fencing will be supported with steel "T" posts spaced at 8 ft. intervals. The safety fencing may be installed after the foundation has been poured, but **MUST** be installed before framing begins. On the zero lot line side, the fencing is not required where the foundation meets the property line. The builder will maintain the safety fencing in good condition throughout the duration of construction, until the landscape is installed or the house is occupied.
- **Dumpster:** The builder will provide a dumpster on site before framing begins and it must remain on site until the landscape is installed or the house is occupied. The dumpster shall be emptied promptly when full. The builder will be sanctioned if the dumpster overflows onto the job site or if construction waste is found on the adjacent properties. The builder may provide either a trailer or an 8 ft. x 8 ft. x 4 ft. plywood container in lieu of the dumpster; however, the overflow rules will still apply.
- **30 gal. Trash Can with Lid:** The builder shall provide a 30 gal. trash can with a lid for the specific purpose of containing food related trash (wrappers, cans, bottles, etc.). The purpose of this trash can is to mitigate the attraction of vermin caused by food waste. All workers shall be instructed to use this trash can for food related trash.

#### **Construction Etiquette**

The builder/contractor and his sub-contractors are guests of the subdivision and should act accordingly. The builder is responsible for the behavior of his sub-contractors and failure of the sub-contractors to behave in a professional manner will result in sanctions against the builder. The following is a list of rules to assist the builder in meeting the expectations of the neighborhood:



- **Hours of Work:** The builder/contractor should limit work to the hours between 7:00am to 7:00pm Monday through Friday and 9:00am to 7:00pm on weekends.
- **Parking:** All workers shall park on the same side of the street to allow for the free flow of traffic. Workers shall not block driveways or mailboxes at any time.
- **Music:** Music shall be played at a volume that does not affect the neighbors.
- **Food:** The workers may bring food and drinks onto the job site; however, the empty cans, bottles, wrappers, etc. must be placed in the trash can provided by the builder.
- **Pets:** Workers who do not live in the subdivision shall not bring pets into the subdivision.
- **Site Cleanliness:** The builder/contractor shall make every effort to keep the jobsite clean. Scraps and waste materials, especially lightweight materials that can blow away, shall be placed in the dumpster at the end of each day. The builder should make every effort to keep construction materials neatly stacked (or stored) until used.
- **Delivery of Materials:** The builder/contractor shall make arrangements for materials to be delivered between the hours of 7:00am and 7:00pm. Materials shall be stored on the job site; no materials should be placed on adjacent properties.
- **Adjacent Lots:** Adjacent lots shall not be used for parking, storing materials, access to the back yard or other activities without written permission from the property owner.

### **Surveys and Inspections (New Construction)**

Copies of the following surveys and inspection reports shall be submitted to the ACC as proof that the tasks have been successfully completed:

- **Form Survey:** Once the foundation form is placed, the builder shall call for a form survey (by a Registered Surveyor) to verify that the foundation is located within the building lines. The form survey should be submitted to the ACC before concrete is poured. If the form is not located within the building lines, the ACC will require all work to stop until the error is resolved.
- **Foundation Inspection:** The builder will provide the ACC with a letter from the engineer of record verifying that he has inspected the foundation and that it was constructed to his specifications.
- **Mechanical, Electrical, Plumbing (MEP) Inspection:** The builder shall submit a copy of the MEP inspection report, performed by an ICC inspector, to the ACC.
- **Framing Inspection:** The builder shall submit a copy of the Framing Inspection report, performed by an ICC inspector, to the ACC.
- **Energy Inspection:** The builder shall submit a copy of the state mandated Energy Inspection report to the ACC.
- **Final Inspection:** The builder shall submit a Final Inspection report, performed by an ICC inspector, to the ACC.
- **Final Grade Inspection:** The builder shall submit a copy of the Final Grade report, performed by an ICC inspector, to the ACC.

**Fines and Penalties**

The ACC may cite the owner/builder/contractor for violations of the rules herein. The ACC reserves the right to impose fines in conjunction with any such citation. Failure to respond to a citation and correct a violation in a timely manner may trigger the imposition of penalties by the ACC. Where the citation involves damages, the ACC reserves the right to step in to insure timely and complete repair of any damages at the expense of the owner/builder.

**Refundable Escrow Funds**

The owner/builder/contractor has placed an escrow fund with the ACC whose return is subject to the owner/builder/contractor's full compliance with the Rules for Execution of ACC Approved Projects. Any unpaid fines and penalties and any costs incurred by the ACC to resolve claims of damages to its satisfaction will be deducted from this escrow fund prior to its return to the owner/builder after completion of the project.



**Authorizing POA Board Members**

**Michael J. Massey**  
President

**Paige Gerich**  
Secretary Treasurer

Signature *Michael J. Massey*  
Michael J. Massey

Acknowledged before me by Michael J. Massey on Jan. 10, 2013  
Michael J. Massey

*Judy C. Duerer*  
Signature, Notary Public – State of Texas



Signature *Paige Gerich*  
Paige Gerich

Acknowledged before me by Paige Gerich on Jan. 10, 2013  
Paige Gerich

*Judy C. Duerer*  
Signature, Notary Public – State of Texas



After Recording, Return to:  
Riverstone Pointe POA  
P.O. Box 291  
Montgomery, TX 77356-0291

# Guideline for ACC Approval of Walls and Fences

Effective Date: November 1, 2011

## Riverstone Pointe's Deed Restrictions:

- Define all lots in Riverstone Pointe to be lakefront lots (Section 1.14)
- Expressly prohibit fencing beyond the rear foundation line of waterfront lots (Section 3.15)

In interpreting these provisions, the POA has ruled that the terms "lakefront lots" and "waterfront lots" shall be interpreted as equivalent expressions of the same thing.

Issues have arisen regarding the POA's interpretation of Deed Restrictions Section 3.15 as it applies to the design and construction of walls and fences on waterfront lots.<sup>1</sup> The following policy is intended to provide lot owners with a uniform interpretation that they can reference in their submission of Architectural Control Committee (ACC) applications for either new construction or improvements to existing construction on their properties. Lot owners are encouraged to refer to this guideline in the framing of any application to the Architectural Control Committee (ACC) for either new construction or the modification or improvement of existing construction on their property.

Unless otherwise directed by the ACC in the course of a specific application process, owners may propose fences and/or walls on either side of their house:

- So long as they do not extend at any point outside the locally proximate front and/or back foundation lines of their house
- The height of the fence is 5 ft and its footprint lies entirely within their lot line
- Their materials of construction are either
  - Brick of stucco or stone that matches the exterior materials used on the residence (and previously approved by the ACC).
  - Wrought iron consistent with that now used throughout the subdivision
- Their design insures compliance with the intent of the Zero Lot Line Policy, viz.,
  - A gate is incorporated into any structure across the front of the building line (BL) easement side of the property
  - That gate must be suitable for the movement of maintenance equipment into and out of the easement area
- Fencing along the length of the zero lot line edge of an easement is allowable only so long as there is no house on the adjoining property. As a condition of permitting, owner must agree to permanently remove any zero lot line fencing that interferes with the placement of the foundation or future maintenance of the house once a house project on the adjoining lot is approved.

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<sup>1</sup> Note that the POA has promulgated a companion "Guideline for ACC Approval of Guards."




Adopted on October 27, 2011 by unanimous vote of the Board of Directors for Riverstone Pointe Property Association, Inc.

Board of Directors  
Riverstone Pointe Property Owners Association, Inc.

  
\_\_\_\_\_  
Robert Howell, President

  
\_\_\_\_\_  
Michael Massey, Vice President

  
\_\_\_\_\_  
Paige Gerich, Treasurer

  
\_\_\_\_\_  
Floyd Lareau, Secretary

Riverstone Pointe POA  
9301 Old River CTE  
Montgomery, TX 77356-3920

## Guideline for ACC Approval of Guards

Effective Date: November 1, 2011

Definition of a Guard: "IRC referenceable "barrier" intended either to prevent 3<sup>rd</sup> party access to a nuisance hazard (notably a pool or spa) or to provide safety protection (notably to prevent falling off of stairs or a wall)."

### Riverstone Pointe's Deed Restrictions:

- Define all lots in Riverstone Pointe to be lakefront lots (Section 1.14)
- Expressly prohibit fencing beyond the rear foundation line of waterfront lots (Section 3.15)
- Authorize (Section 4.04) and the POA has established the International Residential Code (IRC) as the minimum construction standard for the subdivision

In interpreting these provisions, the POA has ruled that the terms "lakefront lots" and "waterfront lots" shall be interpreted as equivalent expressions of the same thing.

Issues have arisen regarding the POA's interpretation of its Deed Restrictions as it pertains to supporting homeowner efforts to achieve and preserve safety beyond the rear foundation line of their properties. The following policy complies with Deed Restrictions and minimum construction standards IRC R3.11 and R3.12) and provides a consistent means for addressing and approving requests for certain guards for three potential safety issues should they arise in existing or proposed new structures that lie beyond a property owner's rear foundation line.<sup>1</sup> Lot owners are encouraged to refer to this guideline in the framing of any application to the Architectural Control Committee (ACC) for either new construction or the modification or improvement of existing construction on their property.

### Pool/Spa Guard

Unless otherwise directed by the ACC in the course of a specific application process, owners may propose to erect a barrier around a pool/spa not to exceed a height of 4 ft measured from ground level immediately adjacent to the location of the guard. They may propose to locate that barrier anywhere on or within 3 ft of the retaining wall of the pool/spa. The barrier height can be achieved by any combination of (a) above ground elevation of the pool/spa retaining wall and (b) black wrought iron of a type consistent with basic wrought iron now widely used in the subdivision.

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<sup>1</sup> Note that the POA has promulgated a companion "Guideline for ACC Approval of Walls and Fences."



## Stairs

Unless otherwise directed by the ACC in the course of a specific application process, owners may propose to erect a guard for stairs involving four or more steps. The vertical height of the guard shall not be less than 34 inches nor more than 38 inches in height measured vertically. The guard shall be black wrought iron compatible with existing wrought iron throughout the subdivision with maximum openings of 4-3/8 inches.

## Walls

Unless otherwise directed by the ACC in the course of a specific application process, owners may propose to erect a guard:

- On top of a wall elevated 30 inches or more above its immediately adjacent space.
- Which guard shall be made of wrought iron consistent with the wrought iron now in use throughout the subdivision
- Whose height rises not less than 36 inches nor more than 42 inches from the top of the wall.
- Whose maximum vertical opening is 4 inches.

Adopted on October 27, 2011 by unanimous vote of the Board of Directors for Riverstone Pointe Property Association, Inc.

Board of Directors  
Riverstone Pointe Property Owners Association, Inc.

  
Robert Howell, President

  
Michael Massey, Vice President

  
Paige Gerich, Treasurer

  
Floyd Lareau, Secretary



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## *Riverstone Pointe Property Owners Association, Inc.*

*P.O. Box 291, Montgomery, TX 77356*

*Phone: 936-931-8047*

*Email: [President.Riverstone@gmail.com](mailto:President.Riverstone@gmail.com)*

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Last Updated: September 7, 2012

### **POLICIES AND PROCEDURES: INSPECTIONS, VIOLATIONS AND ENFORCEMENT OF DEED RESTRICTIONS**

The Riverstone POA is responsible for enforcing the Deed Restrictions ("Declaration of Covenants") in the subdivision. The following basic policies for Inspections, Violations and Enforcement apply to the maintenance of lots and improvements. Separate Architectural Control Policies and Procedures address Deed Restrictions provisions dealing with the development of lots and the improvement of existing developments on lots.

#### **Inspections:**

The POA and its contractors will conduct regular routine onsite inspections of the subdivision. The frequency shall be determined by the Board and may change from time to time. At least once a year, a member of the POA Board shall participate directly in a comprehensive inspection of the subdivision. POA inspection will be conducted only from the vantage point of Old River Road and the subdivision's common areas.

#### **Violations:**

The POA's inspector shall be responsible for determining that a violation has occurred. It does this by one of two routes:

- Routine onsite inspections
- Confidential report turned in by a lot owner(s) (see attached Complaint Form)

In both routes, the specific Deed Restrictions clause(s) violated and adequate documentation of the violation must be cited as part of the inspector determination that a violation has occurred. Once a determination has been made, the inspector will serve the lot owner with a **NOTICE OF VIOLATION** the date of which shall establish the start date for a formal process of enforcement that can only be stopped by one of two routes:

- Lot owner resolution of the violation with lot owner written notice to the inspector of the corrective action taken and confirmation from JDH of closure of the enforcement process. When accepted by JDH, the date on the lot owner notice will serve as the closing date on the enforcement process.
- Successful appeal by the lot owner to the POA Board (See Fine and Collections Policy for details)



The Notice of Violation will be sent out to the offending lot owner's current email and physical address on record with the POA. In February 2012, the Board passed a resolution making these the official means for communication and making the lot owner responsible for the accuracy of the information on file at the POA. Accordingly, the lot owner is responsible for any failure of a Notice of Violation to reach them and the Board will not look favorably on appeals based on the use of out-of-date or incorrect mailing addresses.

The subdivision's Deed Restrictions contain some explicit directives as well as many general directives that leave a great deal of room for interpretation. Even the seemingly explicit directives leave room for judgment. The POA, its inspector and the POA Board shall be guided in their interpretations of compliance and violations of Deed Restrictions entirely by the goals of (a) maintaining and enhancing property values and (b) maintaining a high quality of life within the community. On August 24, 2012, the Board received verbal consensus endorsement of this approach from a community wide meeting involving 68% of the community's voting lots.

**Enforcement:**

Prompt response through corrective action and formal notification to the inspector of the completion of corrective action can minimize or eliminate a lot owner's risk of Fines in conjunction with enforcement of a Notice of Violation. However, the lot owner is cautioned that failure to act promptly can trigger progressively greater fines and risk of legal action.

Effective June 1, 2010, the subdivision established a formal **FINE & COLLECTIONS POLICY** that governs the enforcement of Notices of Violation of Deed Restrictions. Note that the **APPEALS PROCESS** to the POA Board is outlined in the Fine & Collections Policy.

All lot owners are urged to familiarize themselves with this Policy so that they are fully aware of the consequences of disregarding a Notice of Violation once it has been sent. The Fine & Collection Policy is posted on the POA website:

APPROVED AND MADE EFFECTIVE AS OF SEPTEMBER 7, 2012:

Michael J. Massey      1/18/2013  
Michael J. Massey, President      Date

Paige Gerich      1/18/2013  
Paige Gerich, Secretary and Treasurer      Date

**FORM:**

**LOT OWNER COMPLAINT AND DOCUMENTATION OF  
A VIOLATION OF DEED RESTRICTIONS**

The POA inspector is only onsite at a moment in time and briefly to observe and document violations of Deed Restrictions. The present Form provides members of the Riverstone Pointe community a CONFIDENTIAL means for observing and documenting what they believe to be Deed Restriction violations that occur between inspector onsite inspections.

**THE FOLLOWING FORM MUST BE FILLED OUT, SUPPORTED BY ADEQUATE DOCUMENTATION AND SUBMITTED TO THE POA INSPECTOR.**

PLEASE APPRECIATE THAT, THE INSPECTOR CAN ONLY JUDGE WHETHER OR NOT A REPORTED VIOLATION HAS CERTIFIABLY OCCURRED BASED UPON THE DOCUMENTATION SUPPLIED BY THE COMPLAINANT. The inspector will rule on the complainant's filing in a timely manner upon receipt and notify the complainant whether or not he intends to serve a Violation Notice and proceed with Enforcement.

**Filing Date of Complaint:** \_\_\_\_\_

**Offending Property:** \_\_\_\_\_  
Lot #(s) Lot Owner Street Number(s)

**Violation Basics:**

• **Date(s) of Witnessed Violation:** \_\_\_\_\_

• **Believed Deed Restrictions Clause(s) Violated (Must be Filled Out):**

\_\_\_\_\_

\_\_\_\_\_



- **Description of Witnessed Issue/Incident – use additional pages as needed**

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**Listing/explanation of attached documentation:**

- **PHOTOS (Date/Time Stamped) – additional pages as necessary**

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- **VIDEO (Date/Time Stamped) – additional pages as necessary**

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- **Independent Witness Accounts (additional pages for written and signed statements)**

\_\_\_\_\_ (Name of Witness linked to attached statement)

\_\_\_\_\_ (Name of Witness linked to attached statement)

**CONFIDENTIAL INFORMATION:**

The POA and its inspector will not disclose the source of a complaint unless forced by compliance with legal requirements in the course of enforcement. While the typical situation may involve only one person as complainant, in cases where more than one is involved, please provide the following information on each.

Name of Complainant: \_\_\_\_\_

Location of Complainant: \_\_\_\_\_  
Lot # Lot Street Number

Signature: \_\_\_\_\_

Name of Complainant: \_\_\_\_\_

Location of Complainant: \_\_\_\_\_  
Lot # Lot Street Number

Signature: \_\_\_\_\_

Attach additional pages as necessary.....



**Authorizing POA Board Members**

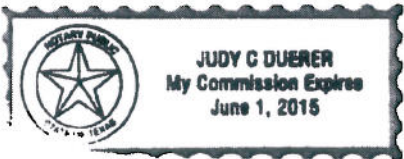
**Michael J. Massey**  
President

**Paige Gerich**  
Secretary Treasurer

Signature *Michael J. Massey*  
Michael J. Massey

Acknowledged before me by Michael J. Massey on Jan. 18, 2013  
Michael J. Massey

*Judy Chuerer*  
Signature, Notary Public – State of Texas



Signature *Paige Gerich*  
Paige Gerich

Acknowledged before me by Paige Gerich on Jan 18, 2013  
Paige Gerich

*Judy Chuerer*  
Signature, Notary Public – State of Texas



**After Recording. Return to:**  
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P.O. Box 291  
Montgomery, TX 77356-0291