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Notice
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SECOND SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
BELLOMONTE TOWNHOUSE ASSOCIATION

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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Bellomonte Townhouse Association, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on May 6, 2005 under Clerk's File No. Y450063, and the "First Supplemental Notice of Dedicatory Instruments" ("First Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 10, 2012 under Clerk's File No. 20120013259, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the First Supplemental Notice, the following documents are Dedicatory Instruments governing the Association:
 - a. **Certificate of Corporate Resolution of Board of Directors of Bellomonte Townhouse Association (adopting policies as to Alternate Payment Schedules, Record Production and Copying, and Document Retention);**
 - b. **Rules and Regulations.**

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



Rick S. Butler, authorized representative of
Bellomonte Townhouse Association

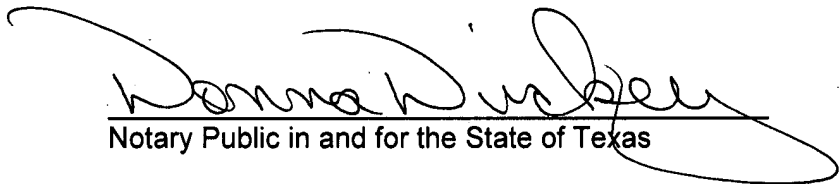
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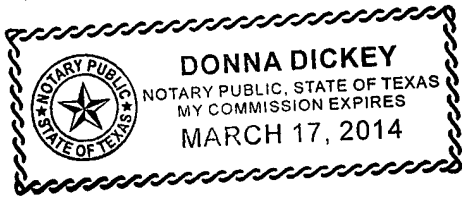
RP 032-14-1964

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Bellomonte Townhouse Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 7th day of May, 2012, to certify which witness my hand and official seal.


Notary Public in and for the State of Texas



Return to:

BUTLER | HAILEY
Mr. Rick S. Butler
8901 Gaylord Drive, Suite 100
Houston, Texas 77024

215073

CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS
BELLOMONTE TOWNHOUSE ASSOCIATION, INC.

The undersigned Secretary of BELLOMONTE TOWNHOUSE ASSOCIATION, INC., a Texas non-profit corporation (the Association") does hereby certify, that at a regular meeting of the Board of Directors of the Association held on December 21, 2011, 2011, with all five (5) of the Board of Directors being present, the following resolutions were duly made and approved by the Board of Directors:

Association Policy as to Alternate Payment Schedules to be consistent with the provisions of Section 209.0062 of the Texas Property Code:

An owner delinquent in the payment of assessments (regular or special) to the Association may enter into an alternate payment schedule with the Association without incurring any additional monetary penalties. However, the term "monetary penalties" does not include reasonable costs associated with administering the payment plan or interest. The owner shall be responsible for the payment of the reasonable costs associated with administering the payment plan or interest.

The Association shall approve payment plans for a term of not more than six (6) months. The owner shall submit a request for a payment plan to the Association or the Association's managing agent, and such request shall specify the term of the payment plan being requested by the owner. The execution of a written payment plan is required.

In addition to the installment payments for the past due amounts and administrative costs, the owner must pay the regularly accruing monthly assessments prior to delinquency.

Failure to pay any of the installments agreed to on or before the respective due date or the failure to pay the regular monthly assessments prior to the delinquency shall result in the payment plan being automatically revoked and withdrawn and the Association shall be entitled to proceed with further collection and legal action.

The Association is not required to enter into a payment plan with an owner who fails to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan.

PP 002-14-1866

Association Policy as to Record Production and Copying:

I. BOOKS AND RECORDS

The Association shall make the books and records of the Association, including financial records, open to and reasonable available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant in accordance with Section 209.005 of the Texas Property Code. An owner is entitled to obtain from the Association copies of information contained in the books and records.

The files of the Association's attorney are not subject to inspection by an owner or production in a legal proceeding. However, attorney fee invoices for which the Association is seeking reimbursement from the owner may be requested by said owner in accordance with Section 209.008(d) of the Texas Property Code.

The Association is not required to release or allow inspection of any books or records that identify an individual owner's personal financial information (including records of payment or non-payment of amounts due to the Association) or an owner's contact information (other than the owner's address).

II. WRITTEN REQUESTS AND NOTICES

An owner or the owner's authorized representative must submit a written request for access or information by certified mail to the mailing address of the Association or authorized representative as reflected in the most current management certificate of the Association recorded in the Official Public Records of Harris County, Texas. Such written request must contain sufficient detail describing the Association's books and records being requested. The request must contain an election to either inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

III. COSTS AND EXPENSES

The Association will charge the requesting party the costs associated with the compilation, production and reproduction of information requested pursuant to this policy.

HP 002-14-1067

RR 002-14-1060

Association Policy as to Document Retention:

It shall be the policy of the Association to retain the following documents in accordance with the stated requirements.

1. Certificates of formation, bylaws, restrictive covenants, all amendments to the foregoing and all Board policy resolutions shall be retained permanently.
2. Financial books and records shall be retained for at least seven (7) years.
3. Account records of current owners along with deed restriction enforcement, correspondence and litigation matters shall be retained for at least five (5) years.
4. Contracts with a term of one year or more shall be retained for at least four (4) years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board along with annual or special meeting sign-in sheets, proxies, ballots and tally sheets shall be retained for at least seven (7) years; and
6. Tax returns and audit records shall be retained for at least seven (7) years.

The Association shall not be required to retain any documents not shown above. After the expiration of the applicable retention period, the documents are subject to removal from the Association's books and records, and shall no longer be available for review or inspection.

BELLOMONTE TOWNHOUSES ASSOCIATION, INC.,

A Texas non-profit corporation

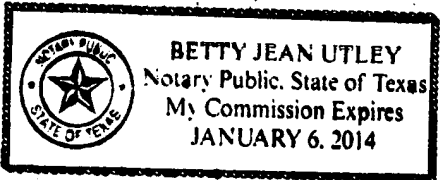
By: *Dale Merriman*
Dale Merriman, Secretary

STATE OF TEXAS)(

COUNTY OF HARRIS)(

This instrument was acknowledged before me on this 21st day of December, 2011, by Dale Merriman, Secretary of Bellomonte Townhouses Association, Inc. a Texas non-profit corporation, on behalf of said corporation.

Betty Jean Utley
Notary Public - State of Texas



BELLOMONTE TOWNHOUSES ASSOCIATION

RULES & REGULATIONS

Structural and/or Exterior Modifications:

Any and all structural and/or exterior modifications shall be made only with the approval of the Board of Directors. In some instances 24" x 36" drawings for proposed modifications are to be prepared and the Board can require plans for proposed modifications be prepared by a registered professional architect or engineer and submitted to the Board. The Board shall review and approve or disapprove said plan within four (4) weeks of submission date.

Rain Barrel Rules:

Owners may install one (1) rain barrel in patio areas only. The Board of Directors will decide whether or not it will need to be screened in some way.

Solar Energy Device:

Solar energy devices may not be installed on the roof of the owner's home as the Association is responsible for roof maintenance and replacement. Solar energy devices may be installed in patios but owner must submit an ACC application for Board approval.

Storm Shingles:

Storm shingles may not be installed on roof as Association is responsible for maintenance and replacement.

Flag Rules:

An Owner may display (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official flag or replica flag of any branch of the United States armed forces on their property subject to the following restrictions:

- a. Only one (1) free standing flagpole or mounted flagpole bracket may be utilized by any owner or resident per residence. No more than one (1) flag of the approved types delineated above may be displayed.
- b. All displayed flags, flagpoles and flagpole brackets must be maintained in good condition. If any displayed flag, flagpole or flagpole bracket is not, in the judgment of Bellomonte Townhouses Association, maintained in good condition, owner shall be responsible for repairing, replacing or removing said displayed flag, flagpole or flagpole bracket, upon written request of Bellomonte Townhouses Association.
- c. No displayed flag shall exceed the size of three (3) feet by five (5) feet.

- d. No flagpole located in owner's patio shall exceed twenty (20) feet in height.
- e. No flagpole halyard, flagpole snap-hooks or other fastening devices shall be allowed to generate noise of an intensity or frequency so as to substantially interfere with the use and enjoyment of other owners or residents by causing unreasonable discomfort or annoyance.
- f. Flagpole brackets may only be mounted to the fascia above the garage door or to the railing of a deck over the garage.

Religious Display Rules:

Religious items may be displayed on the entry door or door frame. Such item shall not extend past the outer edge of the door frame of the owner or resident's dwelling or be more than 25 square inches in size.

Maintenance, Repair and/or Replacement:

Homeowners shall be liable for the repair or replacement or assessment for damages to the exterior of their units and/or common areas by any owner, tenant or guest of that unit due to negligence.

Report all external damages, leaks, etc. at once. Failure to do so within a timely manner (3 to 5 days) can result in the owner incurring the costs for all repair. Should you see any damages on the property, please notify the management company immediately

Pets:

Household pets only shall be kept and no more than three (3) pets over the age of six months per household per the Bureau of Animal Regulations and Care in Houston. No pet shall be kept or maintained for commercial or breeding purposes.

Pet owners are responsible for property damage, injury or disturbances that their pet may cause.

Pet walk areas are defined as the grass area along the internal private street and the fence on the north and south portions of the property and the sidewalk and curb on Augusta only. Pet owners who walk their pets within these areas of the grounds are responsible for the immediate removal and disposal of their pet's excrement from the lawns and/or street and walk. Failure to do so will result in a fine.

Pet owners must keep their pets (dogs and cats) on a leash at all times. It is against the law for pets to roam loose.

Everyone who owns, keeps, possesses, feeds or has control over any dog or cat within the City limits must have proper vaccinations and city licensing.

002-14-1070

Pool Rules:

**POOL HOURS ARE 10:00 A.M. TO 10:00 P.M.
PLEASE OBSERVE QUIET TIME BETWEEN 10:00 P.M. & 10:00 A.M.**

- **Absolutely no glass containers in pool area**
- **Absolutely no pets in pool area**
- **Absolutely no diving**
- **Horseplay or running will not be tolerated**
- **Regulation swimwear only**
- **Swim at your own risk. Management not responsible**
- **Children under 12 years of age must be accompanied by an adult**
- **Cigarette butts & trash are to be placed in appropriate containers only**
- **Notify the management company of any planned pool party to avoid any scheduling conflict with your neighbors**
- **Any resident using the pool area must remove any and all trash as well as any personal belongings prior to leaving the pool area**

**NOISE LEVELS SHALL BE KEPT AT A REASONABLE LEVEL
PLEASE BE CONSIDERATE OF YOUR NEIGHBORS**

Parking:

Residents shall park in their garage or on their driveway. No resident or guest vehicle shall be parked overnight along designated parking areas for more than three (3) consecutive days. No more than one resident vehicle may be parked in each unit's driveway so as to provide guest parking at each unit.

The storage of trailers, boats or any other type of recreational vehicle is strictly prohibited.

Parking of any commercial, repair or construction vehicle overnight is strictly prohibited.

Fire regulations prohibit any double parking whatsoever. Temporary parking of repair or construction vehicles is in unit driveways or designated areas.

Vehicles in violation of the parking rules will be towed at the owner's expense.

Miscellaneous:

Insurance: The owner is responsible for providing personal property, fire and liability insurance for their unit. Each homeowners must provide the management company with a current copy of insurance coverage for their unit as stipulated in the covenants and by-laws.

Maintenance Fee: All owners are responsible for paying the fees imposed the Board of Directors. These fees are due monthly on the 1st of each month. If payment is not received by the 15th of the month a \$25.00 late charge will be assessed to the maintenance fee account.

Fire/Hazardous Materials: Residents shall conform to the regulations of the City of Houston fire department and applicable regulations of the City, County and State agencies. Residents are not permitted to store hazardous materials on the premises and no open fires are permitted within 10 feet of any structure. This is per the City of Houston fire code.

Balconies & Patios: No laundry, towels, clothing or similar items shall be placed on the common elements, fences or balconies for air drying purposes. These areas are not storage areas and shall not be used for such purposes.

Signs/Advertisement: Posting of signs in the common area or on units is prohibited. One For Sale or For Lease sign is allowed next to garage.

Garbage Pickup: Garbage pickup is twice a week unless otherwise notified. Pick up days are Tuesday & Friday. Garbage/trash shall be kept in covered containers and put out on the morning scheduled for pickup. Garbage cans shall be kept in garages or in areas which are screened from public view except when out for pickup.

Garage Doors: These doors are to be kept closed at all times except upon entering or exiting the garage. Garages are not to be used for storage.

Any owner leasing his/her unit must provide the management company with a current mailing address and phone number along with the names and contact numbers for the tenant(s). Homeowners must also provide tenants with a copy of the Association Rules & Regulations.

Speed limit within the property is ten (10) mph

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

MAY -8 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 MAY -8 PM 3:21

FILED

002-4-1072