

MANAGEMENT CERTIFICATE

State of Texas §

County of Montgomery §

Date: July 3, 2013.

Name of Development: Crown Oaks, a subdivision of Montgomery County, Texas.

Name of Association: Crown Oaks Property Owners Association.

**Recording Date for
Applicable Declaration and
All Supplementary
Declarations:**

Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section I, Clerk's File Number 99018670, filed March 11, 1999, Real Property Records, Montgomery County, Texas.

First Amended Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section I, Clerk's File Number 99054156, filed July 2, 1999, Real Property Records, Montgomery County, Texas.

Second Amended Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section I, Clerk's File Number 99105361, filed December 21, 1999, Real Property Records, Montgomery County, Texas.

Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section II, Clerk's File Number 2001-049679, filed June 12, 2001, Real Property Records, Montgomery County, Texas.

Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section III, Clerk's File Number 2002-0535976, filed May 29, 2002, Real Property Records, Montgomery County, Texas.

Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section IV, Clerk's File Number 2003-030483, filed June 12, 2001, Real Property Records, Montgomery County, Texas.

Plat for Section I, Cabinet L, Sheets 181-84, Real Property Records, Montgomery County, Texas.

Plat for Section II, Cabinet Q, Sheets, 39-40, Real Property Records, Montgomery County, Texas.

Plat for Section III, Cabinet S, Sheets 30-35, Real Property Records, Montgomery County, Texas.

Plat for Section IV, Cabinet T, Sheets 51-55, Real Property Records,

Montgomery County, Texas.

Section 202.006 Certification for Crown Oaks Property Owners Association Policy Resolution: Collection of Delinquent Assessments and Crown Oaks Property Owners Association Policy Resolution: Rules Enforcement Procedure, Clerk's File Number 2007-100606, filed August 27, 2007, Real Property Records, Montgomery County, Texas.

Access to Association Records Policy, Crown Oaks Property Owners Association, Clerk's File Number 2008-011977, filed February 8, 2008, Real Property Records, Montgomery County, Texas.

The Declarations are applicable to each of the respective Sections of Crown Oaks as stated in the Declarations.

Name and Address of the Association:

Crown Oaks Property Owners Association.

Management Company and Contact Information:

Planned Community Management, Inc., A division of Severn Trent Services, Inc., Post Office Box 219223, Houston, Texas 77218.
Telephone: 281.870.0585
Fax: 281.870.9170

Other Instruments

Certificate of Incorporation, Crown Oaks Property Owners Association, Exhibit "A" hereto.

Articles of Incorporation, Crown Oaks Property Owners Association, Exhibit "A" hereto.

Bylaws, Crown Oaks Property Owners Association, Exhibit "A" hereto.

First Amendment of Bylaws, Crown Oaks Property Owners Association, Exhibit "A" hereto.

Second Amendment of Bylaws, Crown Oaks Property Owners Association, Exhibit "A" hereto.

Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items, Crown Oaks Property Owners Association, Exhibit "A" hereto.

Payment Plan Policy, Crown Oaks Property Owners Association, Exhibit "A" hereto.

Park Procedures, Crown Oaks Property Owners Association, Exhibit "A" hereto.

Schedule of Fines for Violations of the Dedicatory Instruments, Crown Oaks

Property Owners Association, Exhibit "A" hereto.

Executed at Montgomery County, Texas, on this 3rd day of July, 2013.

Crown Oaks Property Owners Association

By: *Mike Kelly*
Mike Kelly, President

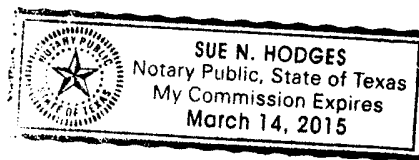
State of Texas §

County of Montgomery §

This instrument was acknowledged before me on the 5th day of July, 2013 by Mike Kelly, as President of Crown Oaks Property Owners Association.

Sue N. Hodges
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ERIC YOLLIK
POST OFFICE BOX 7571
THE WOODLANDS, TX 77387-7571





The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

CROWN OAKS PROPERTY OWNERS ASSOCIATION
CHARTER NUMBER 01579336

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946; THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED APR. 13, 2000

EFFECTIVE APR. 13, 2000



ORIGINAL PRINT INCOMPLETE



Elton Bomer, Secretary of State

Exhibit A

ARTICLES OF INCORPORATION
OF
CROWN OAKS PROPERTY OWNERS ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas
APR 18 2000
Corporations Section

I, the undersigned natural person over the age of 18, acting as an Incorporator, adopt the following Articles of Incorporation of CROWN OAKS PROPERTY OWNERS ASSOCIATION.

ARTICLE 1

NAME

The name of the Corporation is CROWN OAKS PROPERTY OWNERS ASSOCIATION.

ARTICLE 2

NONPROFIT CORPORATION

The Corporation is a nonprofit corporation. When it dissolves, all of its assets will 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 exempt under the Texas franchise tax.

ARTICLE 3

DURATION

The Corporation will continue in perpetuity.

ARTICLE 4

PURPOSES

The purposes for organizing the Corporation are to further the common interest of the residents of CROWN OAKS SUBDIVISION, in Montgomery County, Texas and to maintain, improve and enhance the common areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision

ARTICLE 5

POWERS

Except as these Articles otherwise provide, the Corporation has all the powers provided in the Texas Non-Profit Corporation Act. Moreover, the Corporation has all implied powers necessary and proper to carry out its express powers. The Corporation may reasonably compensate directors, or officers for services rendered to or for the Corporation in furtherance of one or more of its purposes.

ARTICLE 6

RESTRICTIONS AND REQUIREMENTS

The Corporation may 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 may not take any action prohibited by the Texas Non-Profit Corporation Act. The Corporation may not engage in any activities, except to an insubstantial degree, that do not further its purposes as set forth in these Articles.

ARTICLE 7

MEMBERSHIP

The Corporation will have members as set out in the declarations of covenants, conditions and restrictions of CROWN OAKS SUBDIVISION, as recorded in the Real Property Records of Montgomery County, Texas.

ARTICLE 8

INITIAL REGISTERED OFFICE AND AGENT

The street address of the Corporation's initial registered office is 15444 CROWN OAKS DRIVE, MONTGOMERY COUNTY, TEXAS 77316. The name of the initial registered agent at this office is DAVID CROMWELL.

ARTICLE 9

MANAGING BODY OF CORPORATION

The management of the corporation is vested in its Board of Directors and such committees of the board that the board may, from time-to-time, establish. The bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors.

In electing directors, members may not 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 will consist of three persons. The initial Board will consist of the following persons at the following addresses:

<u>Name</u>	<u>Address</u>
DAVID CROMWELL	15444 CROWN OAKS DRIVE, MONTGOMERY COUNTY, TEXAS 77316.
HAROLD ESTES	RT. 15, BOX 9475, LUFKIN, TEXAS 75901
TERRY BAILEY	RT. 5, BOX 2A, CENTER, TEXAS 75935

The number of directors may be increased or decreased by adopting or amending bylaws. The number of directors may not be decreased to fewer than three.

ARTICLE 10

LIMITATION ON LIABILITY OF DIRECTORS

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

ARTICLE 11

INDEMNIFICATION

The Corporation 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 Corporation as provided by the provisions of the Texas Non-Profit Corporation Act governing indemnification.

As the bylaws provide, the Board may define the requirements and limitations for the Corporation to indemnify directors, officers, or others related to the Corporation.

ARTICLE 12

CONSTRUCTION

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

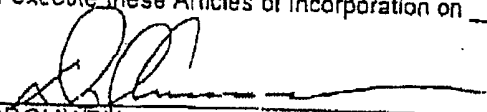
ARTICLE 13
INCORPORATORS

The name and street address of the incorporator is:

DAVID CROMWELL

15444 CROWN OAKS DRIVE, MONTGOMERY COUNTY, TEXAS 77316.

I execute these Articles of Incorporation on April 12, 2000.



DAVID CROMWELL

**BYLAWS
OF
CROWN OAKS PROPERTY OWNERS ASSOCIATION**

**ARTICLE I
DEFINITIONS**

Common Area Defined

1.01. *Common Area* shall mean that portion of the Property owned by the Association for the common use and enjoyment of the members of the Association.

Declarant Defined

1.02. *Declarant* shall mean and refer to CONROE CROWN OAKS, LTD., and its successors and assignees.

Declaration Defined

1.03. *Declaration* shall mean the Declaration of Covenants, Conditions, & Restrictions applicable to the Property and filed in the Office of the County Clerk of Montgomery, State of Texas, including any amendments to the Declaration as may be made from time to time in accordance with the terms of the governing statute.

Lot Defined

1.04. *Lot or Lots* shall mean any parcel or parcels of land within the CROWN OAKS SUBDIVISION, SECTIONS 1, 2, 3 and 4, Montgomery County, Texas, on which there is built or shall be built a single family residence, and which will be conveyed by Lot number and/or metes and bounds description to an Owner for use in the construction of a residential unit.

Owner Defined

1.05. *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 Property, including the Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Property Defined

1.06. *Property* shall mean all of the real property known as CROWN OAKS SUBDIVISION, SECTIONS 1, 2, 3 and 4, located in Montgomery County, Texas, including the land; all improvements and structures on the land; and all easements, rights, and appurtenances to the land.

Other Terms Defined

1.07. Other terms used in these Bylaws shall have the meaning given them in the Declaration, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2
APPLICABILITY OF BYLAWS**

Corporation

2.01. The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as CROWN OAKS PROPERTY OWNERS ASSOCIATION, referred to as the "Association".

Property Applicability

2.02. The provisions of these Bylaws are applicable to the Property as defined in Paragraph 1.06 of these Bylaws.

Personal Application

2.03. All present or future owners, present or future tenants, their employees, or other persons that use the facilities of the Property in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Lots, or the act of occupancy of any of the Lots, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

**ARTICLE 3
OFFICES**

Principal Office

3.01. The initial principal office of the Association shall be located at 15444 Crown Oaks Drive, Montgomery, Texas 77316. The location of the principal office may be changed by a majority vote of the Board of Directors.

Registered Office and Registered Agent

3.02. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4

MEMBERSHIP

Membership

4.01. The membership of the Association shall consist of all of the Owners of Lots within the Property.

Membership

4.02. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership per Lot. When more than one (1) person holds an interest in any Lot, all such persons shall be members of the Association and the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE 5

VOTING RIGHTS

Voting

5.01. Voting rights shall be allocated among the Members as set out herein and on the basis of the formulas and allocations set forth in the Declaration.

Proxies

5.02. 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 the Member's Unit 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.

Quorum

5.03. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 25 percent of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in the Declaration. 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 or more than thirty (30) days from the meeting date.

Required Vote

5.04. 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 of the meeting of Members, unless the vote of a greater number is required by statute or by the Declaration, by the Articles of Incorporation of this Association, or by these Bylaws.

Cumulative Voting

5.05. Cumulative voting is not permitted.

ARTICLE 6

MEETINGS OF MEMBERS

Annual Meetings

6.01. Except for the first annual meeting, annual meetings shall be held on the last Saturday of October, at 1:00 p.m., but if a legal holiday, then on the next succeeding Saturday. Property Owners will be notified of the date and time of the first annual meeting.

Special Meetings

6.02. 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 voting power of the Association.

Place

6.03. Meetings of the Members shall be held within the Property or at a meeting place as close to the Property as possible, as the Board may specify in writing.

Notice of Meetings

6.04. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be 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 the meeting to each Member entitled to vote at the meeting. The notice must be 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. The 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.

Order of Business

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

Action Without Meeting

6.06. Any action required by law to be taken at a meeting of the Members or any action that 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 7

BOARD OF DIRECTORS

Number

7.01. The affairs of this Association shall be managed by a Board of Directors consisting of nine (9) persons, all of whom must be Members of the Association. The number of Directors may be changed by a vote in approval of such change by the owners of Lots comprising at least sixty percent (60%) of the Lots in the subdivision on a one lot/one vote basis.

Vacancies

7.02. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Compensation

7.03. No Director shall receive compensation for any service he may render to the Association.

Powers and Duties

7.04. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declaration.

ARTICLE 8

NOMINATION AND ELECTION OF DIRECTORS

Nomination

8.01. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Term and Election

8.02. Directors shall be elected for staggered three (3) year terms, except at the first annual meeting Association members shall elect three (3) Directors for one (1) year terms, three (3) Directors for two (2) year terms, and three (3) Directors for three year terms. At each annual meeting thereafter three (3) Directors will be elected to fill the vacancies of the three (3) Directors whose terms have expired. Directors may serve more than one term.

ARTICLE 9
MEETINGS OF DIRECTORS

Regular Meetings

9.01. Regular meetings of the Board of Directors shall be held quarterly (unless the Board of Directors vote to increase or decrease the number of meetings by a majority vote), at a place and time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places within the Common Elements.

Special Meetings

9.02. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, or sent by telegram to each Director at the Director's address as shown in the records of the Association. A copy of the notice shall be posted in a prominent place or places in the Common Elements of the Property not less than three (3) days prior to the date of the meeting.

Quorum

9.03. A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors.

Voting Requirement

9.04. 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 Declaration, the Articles of Incorporation of this Association or these Bylaws requires the vote of a greater number.

Open Meetings

9.05. 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 authorized to do so by the vote of a majority of a quorum of the Board.

Executive Session

9.06. 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, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE 10

OFFICERS

Enumeration of Officers

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

Term

10.02. The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

10.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. 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.

Multiple Offices

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

Compensation

10.05. Officers shall receive no compensation for services rendered to the Association unless approved by the Board of Directors and approved by two-thirds (2/3) of the voting power of the Association.

ARTICLE 11

PRESIDENT

Election

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

Duties

11.02. The President shall perform the following duties:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.
- (c) Call meetings of the Board whenever he or she 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 days.
- (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 or her by the Board.
- (e) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

ARTICLE 12

VICE-PRESIDENT

Election

12.01. 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.

Duties

12.02. The Vice-President shall perform the following duties:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

ARTICLE 13

SECRETARY

Election

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

Duties

13.02. The Secretary shall perform the following duties:

- (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 the seal.
- (c) Serve 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 the Association, together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the 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.
- (f) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

**ARTICLE 14
TREASURER**

Election

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

Duties

14.02. The Treasurer shall perform the following duties:

- (a) Receive and deposit in a 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 the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association required by the Declaration.

**ARTICLE 15
BOOKS AND RECORDS**

Maintenance

15.01. 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 corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

Inspection

15.02. The Declaration, 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
GENERAL PROVISIONS**

Amendment of Bylaws

16.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing two-thirds (2/3) of a quorum of the Association. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Nonprofit Corporation

16.02. CROWN OAKS PROPERTY OWNERS ASSOCIATION, a Texas Nonprofit Corporation, has been chartered and it shall be governed by the Articles of Incorporation and By-laws of said Association. All duties, obligations, benefits, rights and responsibilities hereunder in favor of the Association shall vest in said corporation.

Conflict

16.03. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Management Company

16.04. The Board Directors may hire a management company to run the day to day affairs of the Association and keep its books.

Attestation

16.05. Adopted by the Board of Directors on October 5, 2004.

Attest: [Signature]
President

FILED FOR RECORD

2008 OCT -3 PM 4: 28

[Signature]
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

OCT - 3 2008



[Signature]
County Clerk
Montgomery County, Texas

CROWN OAKS PROPERTY OWNERS ASSOCIATION, INC.

FIRST AMENDMENT OF THE BYLAWS

WHEREAS Article 16, Section 16.01 describes the method of amending the Bylaws;


AND WHEREAS Article 6, Section 6.01 of the Bylaws specify the date and time of the Annual meeting;

AND WHEREAS it has been determined that this section needs to be amended to better serve the Association;

NOW THEREFORE BE IT RESOLVED that at a meeting of the members on October 28, 2006, in which a quorum was present, a motion was made, seconded and unanimously approved to amend Article 6, Section 6.01 as follows:

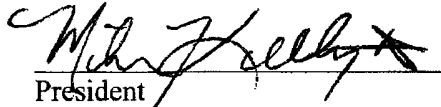
1. The Annual Meeting of Members shall be held in the month of October at a date and time specified by the Board of Directors. Furthermore, the Notice of the Annual Meeting shall be no more than fifty (50) days, no less than (30) days.

Signed this 22nd day of March, 2007.


Secretary

ATTEST:

3/29/2007
Date


President

CROWN OAKS PROPERTY OWNERS ASSOCIATION, INC.**SECOND AMENDMENT OF THE BYLAWS**

WHEREAS, Article 7, Section 7.02 of the Bylaws of Crown Oaks Property Owners Association, Inc., provides certain provisions in the event a vacancy exists on the Board of Directors; and

WHEREAS, Article 8, Section 8.02 of the Bylaws of Crown Oaks Property Owners Association, Inc., provides that directors shall be elected at the annual meeting; and

WHEREAS, it has been determined that the Bylaws of Crown Oaks Property Owners Association, Inc., do not provide an adequate provision in the event a vacancy exists on the Board of Directors and a quorum is not obtained at an annual meeting; and

WHEREAS, Article 1396-2.09 of the Texas Non-Profit Corporation Act provides that a corporation's board of directors may amend the corporation's bylaws unless the articles of incorporation reserve such power to the members of the corporation; and

WHEREAS, the Articles of Incorporation of Crown Oaks Property Owners Association, Inc., does not require member approval of bylaw amendments; and

WHEREAS, pursuant to Article 1396-2.09 of the Texas Non-Profit Corporation Act, the current Board of Directors desires to amend the Bylaws of Crown Oaks Property Owners Association, Inc., to provide a provision that allows for a Directorship position to be filled in the event a quorum is not obtained at an annual meeting; and

NOW THEREFORE BE IT RESOLVED, that at a special meeting duly called in accordance with the provisions of the Bylaws of Crown Oaks Property Owners Association, Inc., on the 20 day of November, 2008, in which a quorum of Directors was present, a motion was made, seconded and unanimously approved to amend Article 8, Section 8.02 as follows:

- 8.02. Directors shall be elected for staggered three (3) year terms. At each annual meeting three (3) Directors will be elected to fill the vacancies of the three (3) Directors whose terms are expiring. Directors may serve more than one term. In the event a quorum of members is not reached at any annual meeting, the Directors whose terms would have expired at such meeting shall continue to sit for another three (3) year term.

BE IT FURTHER RESOLVED, that this Second Amendment of the Bylaws of Crown Oaks Property Owners Association, Inc., is made effective the 1st day of October, 2008.

Signed this 20 day of November, 2008.


Secretary

ATTEST:

Date

President or Acting President

Signed this 20 day of November, 2008.

Amy McDougal
Secretary

ATTEST:

11/20/08
Date

Jeffrey A. Mills
President or Acting President

R:\REAL\HOA\CrownOaks\001\Bylaw amendment\Second Amendment to Bylaws--111808a-clem.doc

Let: Roberts Mankel
2800 West Oak Blvd., 57th Fl.
Houston, TX 77056

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Crown Oaks Property Owners Association, Inc., a Texas non-profit corporation;

That the foregoing Second Amendment of the Bylaws constitute the Second Amendment of the Bylaws of said Association, as duly adopted at a meeting of the Board where a quorum was present held on the 20 day of November, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 20 day of November, 2008.

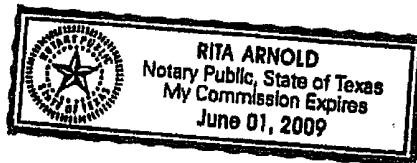
Amy McDonald
Printed Name: Amy McDonald
Secretary

STATE OF TEXAS §
COUNTY OF Montgomery §

BEFORE ME, on this day personally appeared Amy McDonald, the Secretary of the Crown Oaks Property Owners Association, Inc., a Texas non-profit corporation known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 20 day of NOVEMBER, 2008.

Rita Arnold
Notary Public - State of Texas



STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

DEC 31 2008



Mark Turnbull
County Clerk
Montgomery County, Texas

FILED FOR RECORD

2008 DEC 31 PM 3:26

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,
FLAGS, AND RELIGIOUS ITEMS**

for
CROWN OAKS PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Michael Kelly, President of Crown Oaks Property Owners Association (the "Association"), do hereby certify that at a joint meeting of the Board of Directors of the Association (the "Board") and the Association's Architectural Control Committee ("ACC") duly called and held on the 6 day of Jan. 2012, ~~2011~~, with at least a quorum of the Board and ACC being present and remaining throughout, and being duly authorized to transact business, the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was duly approved by a majority vote of the members of both the Board and ACC in attendance:

RECITALS:

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.
2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Directors of the Association and the Association's Architectural Control Committee desires to adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

GUIDELINES:

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

- 1.1. **ACC** - The Architectural Control Committee for Crown Oaks Property Owners Association.
- 1.2. **Crown Oaks** - The residential development located in Montgomery County, Texas comprised of Crown Oaks, Sections I through IV, inclusive.
- 1.3. **Declarations** - shall mean the following:

RP 080-56-2520

HP 000-56-2521

- Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section I recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 99018670;
- First Amended Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section I recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 99054156;
- Second Amended Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section I recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 99105361;
- Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section II recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2001-049679;
- Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section III recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2002-053576;
- Declaration of Covenants, Conditions and Restrictions for Crown Oaks, Section IV recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2003-030483; and
- Any subsequent amendments and supplements.

- 1.4. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Crown Oaks, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.5. **Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Crown Oaks Property Owners Association.

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

The following Guidelines shall be applicable to rain barrels and rain harvesting systems in Crown Oaks:

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

RP 080-56-2522

2.3. Color and Display. A rain barrel or rain harvesting system is not permitted:

- a. unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the residential dwelling on the Owner's Lot; or
- b. if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.

2.4. Regulations If Visible. If a rain barrel or rain harvesting system is located on the side of the residential dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or a common area, the rain barrel or rain harvesting system must comply with the following regulations:

a. Rain Barrel:

- (i) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
- (ii) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
- (iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.
- (iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.
- (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling, if any. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.

- b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.

Provided that, the regulations in this Section 2.4 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

Section 3. Solar Energy Devices. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that

prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

The following Guidelines shall be applicable to solar energy devices in Crown Oaks:

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

RP 080-56-2524

Section 4. Storm and Energy Efficient Shingles. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that:

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

4.1. ACC Approval. In order to confirm the proposed shingles conform to the foregoing Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove shingles that do not comply with these Guidelines and Declarations.

4.2. Regulations. When installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in the Section of Crown Oaks where the Lot is located, as required by the applicable sections of the Declarations to the Lot. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

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

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

5.1. ACC Approval. Above-ground flagpoles, flagpole stands and/or footings and illumination under Section 5.6 proposed to be placed in front of the front building setback line for a Lot or outside of any other recorded setbacks must be approved by the ACC. In order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the ACC for prior approval for all other flagpoles (freestanding or attached). The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.

5.2. Flag of the United States. The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address,

among other things, the time and occasions for display, the position and manner of display, and respect for the flag.

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

5.4. **Flagpoles.**

- a. Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a Lot, unless otherwise approved by the ACC.
- b. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
- c. A flagpole attached to the residential dwelling or garage shall not exceed six (6) feet in length.
- d. A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the Lot on which it is located.
- e. A flagpole shall not be located in an easement or encroach into an easement.
- f. A freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declarations. Provided, however, on a case-by-case basis (depending on the size and configuration of the Lot) a freestanding flagpole may be located in front of the front building setback line for a Lot, if approved by the ACC.
- g. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- h. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- i. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- j. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ACC may require the installation of landscaping to screen the stand and/or footing from view.

5.5. **Flags.**

- a. Only the three (3) types of flags addressed in this Section shall be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in architectural guidelines adopted by the Association or as otherwise permitted by the Association.

RP 080-56-2526

- b. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the residential dwelling or garage shall be three (3) feet by five (5) feet.
- d. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- e. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- f. A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the residential dwelling or other structure on a Lot or a fence, or be displayed in a window of the residential dwelling or other structure on a Lot.

5.6. **illumination.** Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts, unless otherwise approved by the ACC. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.

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

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

The following Guidelines shall be applicable to the display of religious items in Crown Oaks:

- 6.1. **ACC Approval.** As authorized by the Declarations and, therefore, allowed by Section 202.018(c) of the Texas Property Code any alteration to the entry door or door frame must first be approved by the ACC.
- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residential dwelling. A religious item shall not extend past the outer edge of the door frame.
- 6.3. **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.

HP 080-56-2527

- 6.4. **Content.** A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. **Limitation.** A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. **Color of Entry Door and Door Frame.** An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's residential dwelling or change the color of an entry door or door frame that is not authorized by the ACC.
- 6.7. **Other.** Notwithstanding the above provisions: (i) the ACC shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays.

In the event any provision in these Guidelines conflicts or is inconsistent with a provision in the Declarations, the provision in these Guidelines shall control.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was approved by a majority vote of the Board of Directors and ACC as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

TO CERTIFY which witness my hand this the 6 day of January, ²⁰¹²~~2011~~

CROWN OAKS PROPERTY OWNERS ASSOCIATION

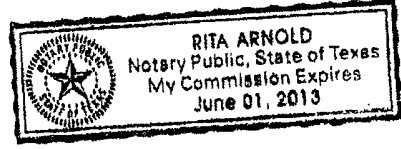
By: Michael Kelly
Michael Kelly, President

THE STATE OF TEXAS
COUNTY OF Montgomery

BEFORE ME, the undersigned notary public, on this 6 day of Jan, 2012 personally appeared Michael Kelly, President of Crown Oaks Property Owners 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.

Rita Arnold
Notary Public in and for the State of Texas

Return to:
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024



204694

PAYMENT PLAN POLICY
for
CROWN OAKS PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Michael Kelly, President of Crown Oaks Property Owners Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 6th day of January, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The new law relating to alternative payment schedules (i.e., payment plans) becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a minimum of three (3) months and a maximum of six (6) months. The Owner shall determine whether the payment plan shall be for the maximum term of six (6) months or a shorter term.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

RP 080-56-252B

HP 080-56-2529

4. **Sums Included in Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$25.00 for the preparation of a Payment Plan Agreement and \$5.00 for receiving, documenting and processing each payment. During the term of the payment plan, interest at the rate provided in the Declaration or by law shall continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Montgomery County, Texas.

TO CERTIFY which witness my hand this the 6 day of January, ²⁰¹²~~2011~~.

CROWN OAKS PROPERTY OWNERS ASSOCIATION

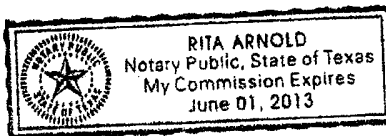
By *Michael Kelly*
Michael Kelly, President

THE STATE OF TEXAS
COUNTY OF Montgomery §
§
§

BEFORE ME, the undersigned notary public, on this 6 day of Jan, ²⁰¹²~~2011~~, personally appeared Michael Kelly, President of Crown Oaks Property Owners 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.

Rita Arnold
Notary Public in and for the State of Texas

Return to:
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024
204693



RP 080-56-2530

CROWN OAKS PROPERTY OWNER'S ASSOCIATION

PARK PROCEDURES

Crown Oaks Parks are for the exclusive use of residents and property owners in good standing and their invited guests. The Board of Directors is responsible for keeping the park and park facilities in a safe, attractive and operable condition. Residents and guests are responsible for cleaning up after themselves and reporting anything that needs attention to either the Park Committee or to a member of the Board.

All facilities within the parks are generally available on a first come basis. We also need to be considerate of other residents. For example, if other residents also want to use the picnic tables and BBQ pits, a single resident may not use more than two (2) of them. However, residents may make specific reservations in advance for up to three (3) tables and BBQ pits except on holidays or other dates when a large number of residents traditionally use the same park. To make reservations, call the Management Company to get a reservation number. Then tape a note on the selected table(s) with the date, your name and the reservation number you received. This service is provided to inform you of possible conflicts with other large parties or groups only.

Youth groups are welcome if sponsored by a resident or property owner, at least one member of the sponsoring family is present, and an adult (21 or over) is with the group and is responsible for the behavior of the group. The objective is to encourage our youth to have fun with their friends here on our own turf. However, if "fun" leads to unruly behavior, the destruction of property, or other illegal activity a constable will be called and the resident responsible may be prosecuted. This applies to any group, youth or otherwise, and for any of our parks or facilities including the lakes.

PARK RULES

Use of this park is reserved exclusively for Crown Oaks Property Owners

All motorized vehicles on Park premises must have Crown Oaks decal and all Park visitors must comply with Association Deed Restrictions.

No motorized vehicles allowed on grassy areas or beach areas.

Vehicles parked in no parking areas are subject to be towed at owner's expense.

No swimming or diving allowed in lake.

Visitors use park facilities at their own risk.

Please clean out BBQ grills and tables when finished.

Montgomery County curfew observed (11:00pm for minors under 18 years).

You must be 21 years to consume alcoholic beverages on these premises.

Adult resident or property owner (21 years or older) must supervise all parties after dark.

Quiet hours are to be observed before 8:00am and after 10:00pm. No loud noises that disturb others during other hours

No guns, fireworks, or any other explosive or dangerous devices or materials.

No open fires, glass, littering or public lewdness in park

All pets must be on a leash or caged. Owners are responsible for picking up pet solid wastes.

Please do not release any fish, turtles or other animals into the lake or park.

Please do not remove water from the lake.

Boaters are required to use normal safe boating habits including wearing life vests and following boating regulations required by state and local authorities.

Electric trolling motors are the only types of motors allowed on lake – no gas motors allowed.

Use of nets, bow and arrows or spears for fishing is prohibited.

State limits on catch size as well as other state laws governing fresh water fishing must be followed. 2 fish catch and keep limit per day per lot. Texas fishing license required.

Please report any damage to the Management Company or any Board member.

IT'S YOUR PARK – BE CONSIDERATE – KEEP IT CLEAN

Exhibit "A"
To
Policy Resolution: Rules Enforcement

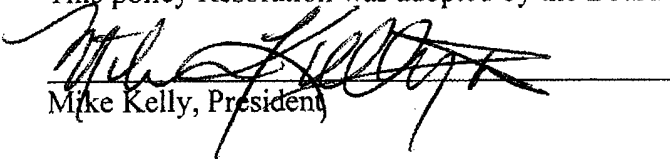
**CROWN OAKS
PROPERTY OWNERS ASSOCIATION, INC.**

**SCHEDULE OF FINES FOR VIOLATIONS
OF THE DEDICATORY INSTRUMENTS**

<u>VIOLATION</u>	<u>Correction and Grace Period</u>	<u>ASSESSMENT</u>
General ACC	30 days	\$150 per month
Parking Violations	30 days	\$150 per month
Lot Maintenance	10 days	\$150 per month
Building Maintenance	15 days	\$150 per month
Offensive Activity	0 days	\$150 per occurrence plus \$50 per day
Garbage/Refuse Disposal	2 work days	\$150 per occurrence
Hazardous Waste	0 days	\$300 plus \$200/day until clean
Livestock/Pet	1 days	\$150 per animal Plus \$50 per day per animal
Fence non compliance	10 days	\$150 plus \$150 month
Construction prior to ACC approval	10 days	\$300 plus \$150 per month
Site Cleanliness	10 days	\$150 per occurrence
Roadway mud	10 days	\$150 plus \$25/day until clean
Road Surface Damage	10 days	\$200 plus contractor repair
No Portable Toilet	10 days	\$200 plus \$50/day
Improper placement of portable toilet	10 days	\$150 plus \$50/day
Concrete dumping	10 days	\$200 plus contractor cleanup
Material placed outside property line	10 days	\$200 plus \$50/day until removed

The Crown Oaks Property Owners Association, Inc., through its Board of Directors, is hereby authorized to impose lesser fines, no fine at all, or impose fines for other violations of the Declaration and Rules and Regulations of the Association as determined by the Board of Directors in its sole and absolute discretion. A separate set of rules and enforcement continues in effect.

This policy Resolution was adopted by the Board of Directors on the 24th day of September, 2009.


Mike Kelly, President

FILED FOR RECORD

08/13/2013 12:36PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

08/13/2013



Mark Tumbull

County Clerk
Montgomery County, Texas