

**BOARD RESOLUTION OF
ONE MONTREAL OWNERS ASSOCIATION, INC.
Regarding Ratification of
Rental & Leasing Policy, Supplemental Deed Restriction Policy,
Record Retention & Access Policy and
Generator Installation and Use Policy for the Purpose of Filing
in the County Real Property Records**

DATED: Nov., 9, 2016.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the Secretary of One Montreal Owners Association, Inc. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association, which was held on the 9th day of November, 2016, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the Collection Policy, the Supplemental Deed Restriction Policy, and the Record Retention & Access Policy for the purposes of filing in this County's Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the Rental and Leasing Policy, attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in this County's Real Property Records;

WHEREAS, the Supplemental Deed Restriction Policy, attached hereto as Exhibit "B", is hereby ratified for the purpose of filing in this County's Real Property Records;

WHEREAS, the Record Retention & Access Policy, attached hereto as Exhibit "C", is hereby ratified for the purpose of filing in this County's Real Property Records;

WHEREAS, the Generator Installation and Use Policy, attached hereto as Exhibit "D", is hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association unanimously adopts this formal resolution for the purpose of filing the aforementioned documents in this County's Real Property Records.

RP-2016-526350

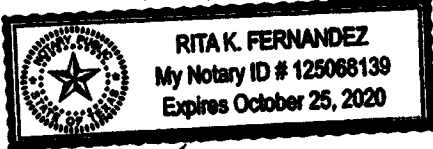
Dated: 11/18/16

Jane M. Fontenette
Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 18th day of November, 2016, by Jane Fontenette, as secretary of One Montreal Owners Association, Inc., on behalf of said corporation.



Rita Fernandez
Notary Public in and for the State of Texas

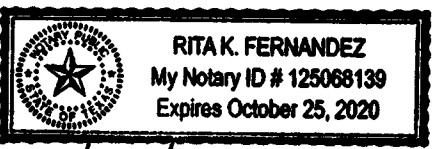
Dated: 11/18/16

[Signature]
Board Member

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 18th day of November, 2016, by Phil Severson, as member of One Montreal Owners Association, Inc., on behalf of said corporation.



Rita Fernandez
Notary Public in and for the State of Texas

Dated: 11/19/2016

David Rhodes
Board Member

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 19th day of November, 2016, by David Rhodes, as member of One Montreal Owners Association, Inc., on behalf of said corporation.



Rita Fernandez
Notary Public in and for the State of Texas

RP-2016-526350

Dated: 11-21-2016

Mike Peto
Board Member

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of November, 2016, by Mike Peto, as member of One Montreal Owners Association, Inc., on behalf of said corporation.



Rita Fernandez
Notary Public in and for the State of Texas

Dated: _____

Board Member

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ___ day of _____, 2016, by _____, as member of One Montreal Owners Association, Inc., on behalf of said corporation.

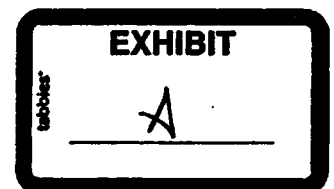
Notary Public in and for the State of Texas

RP-2016-526350

LEASING AND TENANCY RESTRICTIONS AND POLICIES
OF
ONE MONTREAL OWNERS ASSOCIATION, INC.

Effective Date: November 22, 2016

RP-2016-526350



ACKNOWLEDGMENT OF OWNER / TENANT

Owner Responsibility and Accountability

Owners are completely and solely responsible and accountable for informing and educating themselves, family members, tenants, lessees, guests, individual property managers/realtors, employees and any other representatives or parties with all policies and all items contained in the Association's governing documents. Each owner is responsible for their tenants, and any guests or visitors to the unit. Each Owner and tenant is responsible for their guests or visitors to the unit. Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorney's fees) any other costs which are assessed against the owner's account in accordance with these policies or other governing documents. All members of the Association and their tenants, guests, licensees and invitees are required to adhere to the Association's governing documents.

Acknowledgment of the "No Tolerance Policy"

Except in case of an emergency, owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. Owners and tenants may submit a written request to meet with the Board within thirty (30) days of receiving the violation notice to challenge the notice of fine. If a violation is not cured in accordance with the notice(s), the property manager will send the attorney for the Association a request to take enforcement action. Legal action to correct the violation will include certified and uncertified demand letters with a grace period where applicable. The filing of an injunction lawsuit may follow. A thirty (30) day grace period will be allowed to pay all fines. Unpaid fines may be turned over to the Association's Attorney for legal collection. In addition to fines, violating owners and tenants are responsible for payment of all compliance costs, including attorney's fees, incurred regarding violations which in many cases will approach, and in some cases will substantially exceed \$3,500.00.

Acknowledgment of the Policies

All owners and tenants (not just investor owners) must sign a copy of this acknowledgment form regarding the policies and return the signed copy to the Association management company. Failure to submit the signed form will result in a \$75.00 per week fine until such form is tendered to the Association, fully executed. A signed Acknowledgement must be submitted to the Association's management company no later than one week prior to the date of purchase of a unit within the association, or one week prior to the start date of a lease. A Lease Form must also be submitted for approval during the same period. Current Owners and tenants will have until January 15, 2017 to submit their signed Acknowledgment and Lease Forms to the management company. Failure to sign this Acknowledgement does not preclude enforcement of these policies against any owner or tenant.

"I/We (print name or names), am/are the owner(s) tenants(s) (check the correct box) of _____ (address). I (whether one or more) have received a copy of One Montreal Owners Association, Inc.'s Leasing and Tenant Restrictions and Policies, Condominium Declaration, and Rules & Regulations. I have read and understand my responsibility and accountability. I acknowledge that I am required to adhere to these policies and all of the Association's other governing documents, and that I may be fined or evicted for any violations.

Signature: _____

Signed: /_____/_____

Signature: _____
(Co-Owner or Co-Tenant, as applicable)

Signed: /_____/_____

RP-2016-526350

ONE MONTREAL OWNERS ASSOCIATION, INC.

LEASING AND TENANCY RESTRICTIONS AND POLICIES

I. Administration: Enforcement: Effective Date

- 1.1 Formation of a Lease Form Review Committee: At the Board's discretion, a Lease Form Review Committee may be established with two or more Board members and/or owners. The purpose of the Committee is to review lease forms submitted by owners. Such a committee may be established or dissolved by a majority decision of the Association's Board of Directors. The Committee will review each lease form submitted and issue a recommendation to the Board of Directors.
- 1.2 Violation and Notice: Upon discovery of a violation of these policies or other governing documents by an owner or tenant, the Association's Managing Agent or legal counsel for the Association shall provide written notice to the owner and/or tenant of record. Such notice shall request the violation(s) involved be cured not more than thirty (30) days from the date of the notice, and shall advise that a fine will be imposed in accordance with Association policies unless the recipient requests a fine review meeting with the Board of Directors. A request for review must be submitted in writing not later than thirty (30) days from the date of the violation notice sent to the owner of record and/or tenant of the unit. Such request shall be in writing, dated, and directed to the Managing Agent. The response must state at least generally all reasons for the review. The respondent will have ten minutes to verbally present their request for review to the Board. The Board in its sole discretion has the power to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision(s) will be issued to the owner within (30) thirty days of the review meeting.
- 1.3 Imposition of Fine: Except as otherwise expressly provided in a specific rule, thirty (30) days from the date of the violation notice, a seventy-five dollar (\$75.00) fine will be assessed to owner's account if the violation has not been corrected. Successive fines may be imposed against a single owner or resident for the same type or for different violations as set forth in each violation notice or in the policies. Such fine(s) shall become immediately due and payable. The collection of fines may be dealt with in the same manner as any past due debt to the Association, including the filing of suit to collect same. Collection of fine(s) will be administered by the Managing Agent or legal counsel for the Association. All costs associated with the collection of any fine, including attorney's fees, incurred by or attributable to any such violation(s), shall be assessed or billed to the violating owner(s) and/or tenant(s).
- 1.4 Sale, Rental and Address Notices:
- 1.4.1 Notice of Sale or Rental: Owners or purchasers shall notify the Association in writing of the sale or rental of any unit within the Association within thirty (30) days after the date

of conveyance, including in such notice the complete legal name(s) of all persons or entities purchasing or renting the unit and their respective mailing address(es), if different from the residential address.

1.4.2 **Notice of Change of Address:** In the event an owner relocates to an address other than the property address or address provided to the Association at the time of purchase, it is the owner's responsibility to notify the Managing Agent in writing of the new address within thirty (30) days of relocating. All legal fees, title work, or locator fees that result due to the owner's failure to properly notify the Association of a change of address will be assessed to the owner. The owner is responsible for the burden of proof that proper notice of change of address was provided to the Association. All notices of change of address must be submitted via certified mail, return receipt requested.

1.5 **Enforcement:** POLICIES WILL BE ENFORCED BY THE ASSOCIATION AND/OR THE PROPERTY MANAGEMENT COMPANY ("MANAGING AGENT") OR LEGAL COUNSEL EMPLOYED BY THE ASSOCIATION.

1.5.1 **Fines:** All violations are subject to a \$75.00 fine unless otherwise stated in the policies. All violations which are not cured within thirty (30) days after the date of the initial violation notice which is sent to the responsible owner/tenant will subject the owner/tenant to fines and administrative fees until the violations are fully cured. The Board of Directors reserves the right to take any other legal action against any owner to protect members of the Association from violation(s) of the policies or other governing documents, and/or to seek recovery of any amount owed.

1.6 **Amendments:** These policies are subject to amendment by a majority of the Board of Directors.

1.7 **Effective Date:** These policies shall be effective from and after the date of filing.

II. Leasing of Unit Within the Association

2.1 **Required Lease Provisions:** Every lease of a unit within the Association shall be subject to the following terms and provisions:

- (1) All leases shall be in writing;
- (2) No lease shall be for transient or hotel purposes;
- (3) No lease shall cover less than the entire unit;
- (4) Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than six (6) months;

- (5) Every lease shall be, and shall specifically state in the writing in the lease that the lease (i) is subject in all respects to all the terms and provisions of the Condominium Declaration, By-Laws, Rules and Regulations and/or Policies, and the lessee(s) agree to abide and be bound by the provisions thereof; and (ii) that any violation of the Condominium Declaration, By-Laws and/or Policies shall be a default under the lease and grounds for immediate termination of the lease and eviction of lessee(s) by lessor(s) or by the One Montreal Owners Association, Inc. and
- (6) Leases may be subject to such reasonable terms and provisions as required by the Board of Directors.

2.2 Lease Notice; Prior Approval of Lease Form Required:

2.2.1 To ensure compliance with Section 2.1, no unit within the Association may be leased unless and until the Lease Review Committee has received the Acknowledgement signed by all Owners and potential tenants and has approved the lease form in writing.¹ At least ten (10) days prior to the intended effective date of any tenancy, the Lease Review Committee or Managing Agent shall be provided with:

- (1) a notice of intent to lease, including a "Contact Information Statement" setting forth the names(s), forwarding address(es) and business and unit telephone numbers of the lessor(s) and the name and relationship to lessor(s) of all persons 18 years of age and older who will actually occupy the leased unit;
 - (2) a redacted (or blank) copy of the proposed lease form to be utilized;
- or
- (3) a written statement that the lease form being utilized has already been approved by the Association within the last 12 months, with the unit address and tenant name(s) therein referenced

2.2.2 The owner is responsible for ensuring that all residents/occupants of each unit comply with all requirements of this policy. Failure by the Owner to comply with this policy will subject the owner to fines as provided for in these rules.

2.2.3 The Lease Form Review Committee shall either approve or disapprove the proposed lease form within ten (10) business days after receipt of the notice of intent to lease, including the Contact Information Statement, signed Acknowledgement and lease form. Approval may be conditional upon use and execution of a particular lease form or lease addendum(s), or such other reasonable conditions which may be required by the Board of

¹ No owner is required to provide any documents or information in violation of any State or Federal laws. All owners are responsible for redacting any confidential or protected information contained in the submitted lease.

Directors. If the lease Review Committee fails to approve or disapprove the application submitted within ten (10) business days, the application is automatically denied. A new lease form may be submitted after denial.

2.3 Lease Form Review Criteria:

2.3.1 The Lease Form Review Committee may consider the following criteria in determining whether to approve or disapprove a proposed lease form.

- (1) Whether the lease or any provisions thereof violate any of the governing documents of the Association;
- (2) Whether the lease or any provisions thereof violate any State or Federal laws;
- (3) Whether the lease provides that compliance with the Association governing documents is mandatory, and provides for enforcement by the Association;
- (4) Whether the lease provides the Association with the right to pursue corrective action with the tenant, including eviction of the tenant from the premises for breach of the Association's governing documents.

2.3.2 The committee shall not gather, consider, request or collect any information on the following subjects:

- (1) Race
- (2) Color
- (3) Religion
- (4) National Origin
- (5) Gender
- (6) Age
- (7) Familial Status
- (8) Physical Or Mental Disability
- (9) Marital Status
- (10) Gender Identity
- (11) Or Sexual Orientation

2.4 **Sub-Leasing Prohibited:** Sub-leasing of units, in whole or in part, whether disclosed or undisclosed, is prohibited.

III. Occupancy of Unit

3.1 **Number of Occupants:** No more than two (2) persons eighteen (18) years of age or older may occupy any unit for each bedroom within the unit. (e.g. 3 bedroom unit has a maximum occupancy of six adults).

- 3.2 **Nuisance or Illegal Activity:** No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or safety of occupants of neighboring units, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any unit or within any portion of the Association.
- 3.3 **Commercial Use Prohibited:** The units shall be used only for single family residential purposes, as private units, and no commercial use shall be made of the same, or any portion thereof, including used car sales, day care or any other commercial activities.
- 3.4 **Background Checks Required:** Along with their Notice of Intent to Lease and Contact Information Statement, all landlord / Owners must submit to the Association the results of a background check performed for each potential tenant aged 18 years or older. The background check must include information on (1) criminal record; (2) sex offender status; (3) evictions, liens and bankruptcies.

IV. Occupancy Restrictions

- 4.1 **Certain Potential Tenants and Non-Owner Occupants Excluded:** No owner of any unit may rent, lease, or allow occupancy or residency of their unit by any non-owner who meets any of the following criteria²:
- (1) Person(s) who have ever been convicted of any offense enumerated within Tex. Code. Crim. Proc. Article 42.12 § 3g;
 - (2) Person(s) who have been convicted of any felony offense within the last five (5) years;
 - (3) Person(s) who have been convicted of any (misdemeanor or felony) drug-related offense (including possession), within the last three (3) years;
 - (4) Person(s) who have been convicted of any (misdemeanor or felony) violent offense (including domestic assault), within the last five (5) years;
 - (5) Person(s) who have been convicted of any misdemeanor or felony offense involving violence to property within the last three (3) years;
 - (6) Person(s) who have ever been convicted of prostitution;
 - (7) Person(s) who have ever been convicted of methamphetamine production;
 - (8) Person(s) who have ever been convicted of arson;

² If more than one time period applies, use the longest applicable time period.

- (9) Person(s) who are or have ever been listed on any State or Federal Sex Offender Registry;
- (10) Person(s) who have been convicted of any misdemeanor or felony which in the opinion of the Board of Directors of the Association threatens the health, safety, and right to peaceful enjoyment of the property by other residents;
- (11) Person(s) who have been previously evicted from any unit or lot within this Association;

4.2 The Association reserves the right to perform a background check on any and all potential tenants by use of a commercial agency. However the background check is for the benefit of the Association only. The results of the background check, if any, are not for the benefit of anyone other than the Association, and may not be relied upon or treated as any manner of guarantee, promise, or contract. The Association is not required to release the results of any background check.

4.3 The Association reserves the right to seek eviction of any tenant or non-owner occupant within the Association who does not meet the criteria set forth in these policies, or who has violated the governing documents of the Association. All fees and costs associated with any such eviction will be assessed against the property Owner's account.

Adopted by vote of the Board of One Montreal Owners Association, Inc. at a meeting held on November 9, 2016.

Return After filing to:

LAMBRIGHT & ASSOCIATES
2603 Augusta, Suite 1100
Houston, TX 77057

**BOARD POLICY RESOLUTION OF
ONE MONTREAL OWNERS ASSOCIATION, INC.**

DATED: 11/9/, 2016

WHEREAS, One Montreal Owners Association, Inc., is a Texas Non-Profit Corporation governed by the Texas Property Code, and more specifically Chapter 81, 82 and 202; and,

WHEREAS, One Montreal Owners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of Solar Energy Devices as authorized under Texas Property Code § 202, *et seq.* as well as by Article IV, Section 6 of the By-Laws for One Montreal Owners Association, Inc.;

WHEREAS, One Montreal Owners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Roofing Materials, as authorized under Texas Property Code § 202, *et seq.* as well as by Article IV, Section 6 of the By-Laws for One Montreal Owners Association, Inc.;

WHEREAS, One Montreal Owners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Rainwater Harvesting System(s), as authorized under Texas Property Code § 202, *et seq.* as well as by Article IV, Section 6 of the By-Laws for One Montreal Owners Association, Inc.;

WHEREAS, One Montreal Owners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Flags, as authorized under Texas Property Code § 202, *et seq.* as well as by Article IV, Section 6 of the By-Laws for One Montreal Owners Association, Inc.;

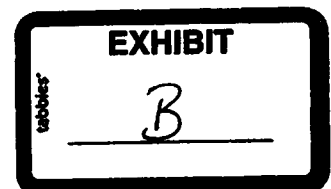
WHEREAS, One Montreal Owners Association, Inc., is given authority to promulgate a Policy to regulate the installation and maintenance of landscaping, as authorized under Texas Property Code § 202, *et seq.* as well as by Article IV, Section 6 of the By-Laws for One Montreal Owners Association, Inc.;

WHEREAS, One Montreal Owners Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Religious Items, as authorized under Texas Property Code § 202, *et seq.* as well as by Article IV, Section 6 of the By-Laws for One Montreal Owners Association, Inc.;

Said Policy Regarding the aforementioned items and improvements stating as follows:

I. POLICY REGARDING SOLAR ENERGY DEVICES

1. A "Solar Energy Device" has the meaning assigned by Section 171.107 of the Texas Tax Code.



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2. Subject to the restrictions below, a property owner within One Montreal Owners Association, Inc. may, at their own cost, install, maintain and utilize one or more Solar Energy Device(s) for the purpose of providing heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy.

3. Restrictions on Installation, Maintenance and Use of Solar Energy Devices

- a. No owner may install, maintain or use a Solar Energy Device that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.
- b. No owner may install a Solar Energy Device on the property owned or maintained by One Montreal Owners Association, Inc., including but not limited to general common elements or limited common elements.
- c. No owner may install a Solar Energy Device on the property owned in common by the members of One Montreal Owners Association, Inc., including but not limited to general common elements or limited common elements.
- d. A Solar Energy Device installed upon the owner's own property may only be installed:
 - i. On the roof of the owner's home; or
 - ii. In a fenced yard or patio owned and maintained by the property owner.
- e. Roof-mounted Solar Energy Devices must not:
 - i. Extend higher than or beyond the roofline;
 - ii. Fail to conform to the slope of the roof;
 - iii. Include a top edge that is not parallel to the roofline;
 - iv. Include a frame, support bracket or visible piping or wiring in a color other than silver, bronze or black
- f. Solar Energy Devices located in a fenced yard or patio owned or maintained by the property owner must not:
 - i. Extend beyond or above the fence line;
- g. No Solar Energy Device, regardless of location or type, may void material warranties, as installed.

- h. Owner must submit an ACC application to One Montreal Owners Association, Inc. prior to the installation, maintenance or use of any Solar Energy Device, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article III, Sec. 3.11, *et seq.* of Restrictions and the Texas Property Code § 202, *et seq.*
- i. One Montreal Owners Association, Inc. retains the right to withhold approval of any Solar Energy Device if, in the written opinion of One Montreal Owners Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether a proposed Solar Energy Device constitutes such a condition, save and except that the written approval of all homeowners adjacent to the proposed Device shall create a rebuttable presumption that such a condition does not exist.

II. POLICY REGARDING CERTAIN ROOFING MATERIALS

1. An Owner who has already sought and received ACC approval to install shingles on the roof of their home, pursuant to Article III, Sec. 3.11, *et seq.* of the Declaration and Texas Property Code § 202, *et seq.*, and who chooses to install specialized shingles designed primarily (1) to be wind resistant; (2) provide heating and cooling efficiencies greater than those provided by customary shingles; (3) provide solar generation capabilities, may install said specialty shingles, subject to the following restrictions:
 - a. The color and appearance of the shingles must be submitted to the ACC for approval, to ensure that said shingles resemble the shingles used or otherwise authorized by One Montreal Owners Association, Inc. for use in the subdivision;
 - b. The shingles must be of equal or superior quality and durability to standard roofing shingles otherwise authorized by One Montreal Owners Association, Inc. for use in the subdivision;
 - c. The shingles must, within the determination of One Montreal Owners Association, Inc., match the aesthetics of properties adjacent to Owner's property;
 - d. No owner may install specialized shingles on the property owned or maintained by One Montreal Owners Association, Inc., including but not limited to general common elements or limited common elements.
 - e. No owner may install specialized shingles on the property owned in common by the members of One Montreal Owners Association, Inc., including but not limited to general common elements or limited common elements.

- f. Owner must submit an ACC application to One Montreal Owners Association, Inc. prior to the installation, maintenance or use of any Specialized shingles, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article III, Sec. 3.11, *et. seq.* of the Declaration and Texas Property Code § 202, *et seq.*
- g. One Montreal Owners Association, Inc. retains the right to withhold approval of any Specialized shingles if, in the written opinion of One Montreal Owners Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether a proposed Specialized shingles constitutes such a condition.

III. POLICY REGARDING RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. An Owner who has already sought and received ACC approval to install a Rain Barrel or other approved Rainwater Harvesting System on their property, pursuant to Article III, Sec. 3.11, *et. seq.* of the Restrictions and Texas Property Code § 202, *et seq.* may install said Rain Barrel or other approved Rainwater Harvesting System, subject to the following restrictions:
 - a. No owner may install, maintain or use a Rain barrel or other approved rainwater harvesting system that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.
 - b. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned or maintained by One Montreal Owners Association, Inc., including but not limited to general common elements or limited common elements.
 - c. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned in common by the members of One Montreal Owners Association, Inc., including but not limited to general common elements or limited common elements.
 - d. A Rain barrel or other approved rainwater harvesting system may be installed in a fully-enclosed and fenced yard or patio owned and maintained by the property owner.
 - e. Rain barrel or other approved rainwater harvesting systems located in a fenced yard or patio owned or maintained by the property owner must not:
 - i. Extend beyond or above the fence line;

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- ii. Be located between the front of the Owner's property and an adjoining or adjacent street;
- f. A Rain barrel or other approved rainwater harvesting system may only be installed at the side of a house, or in a location visible from a street, another lot or a common area subject to the following requirements:
- i. Reasonably sufficient area on the owner's property exists in which to install the rain barrel or other approved rainwater harvesting device. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether reasonably sufficient area exists on the owner's property;
 - ii. Any rain barrel or other approved rainwater harvesting device must be of a color consistent with the color scheme of the property;
 - iii. No rain barrel or other approved rainwater harvesting device may display language or other content that is not typically displayed by such a device or system as it is manufactured;
- g. No Rain barrel or other approved rainwater harvesting system, regardless of location or type, may void material warranties, as installed.
- h. Owner must submit an ACC application to One Montreal Owners Association, Inc. prior to the installation, maintenance or use of any Rain barrel or other approved rainwater harvesting system, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article III, Sec. 3.11, *et. seq.* of the Restrictions and Texas Property Code § 202, *et seq.*
- i. One Montreal Owners Association, Inc. retains the right to withhold approval of any Rain barrel or other approved rainwater harvesting system if, in the written opinion of One Montreal Owners Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether a proposed Rain barrel or other approved rainwater harvesting system constitutes such a condition.

IV. POLICY REGARDING DISPLAY OF CERTAIN RELIGIONS ITEMS

1. An Owner may display certain religions items on the entry to owner's property subject to the following restrictions:

- a. Any religious item displayed must be motivated by the owner or resident's sincere religious belief;
- b. No displayed religious item may:
 - i. Threaten the public health or safety in any manner whatsoever;
 - ii. Violate any Federal, state or local laws;
 - iii. Contain language, graphics, or depictions that are patently offensive to a passerby;
 - iv. Be displayed in any location other than the entry door or door frame of the property;
 - v. Extend past the outer edge of the door frame of the owner's or resident's dwelling;
 - vi. Exceed a total area of twenty-five (25) square inches.
- c. One Montreal Owners Association, Inc. reserves the right to remove any item so displayed that, in the judgment of One Montreal Owners Association, Inc. violates one or more of the restrictions included herein. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether such a violation exists.

V. POLICY REGARDING DISPLAY OF FLAGS

1. 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:

General Restrictions

- a. In addition to the requirements set forth below, display of the flag of the United States of America must conform with the requirements under the United States Code, 4 U.S.C. Sections 5-10;
- b. In addition to the requirements set forth herein below, display of the flag of the State of Texas must conform with the requirements under the Texas Government Code Section 3100;
- c. Only one (1) freestanding 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 simultaneously;

- d. No flag may be displayed or maintained in any manner other than on a freestanding flagpole, or via a mounted flagpole bracket;
- e. All displayed flags, flagpoles and flagpole brackets must be maintained in good condition. In the event that any displayed flag, flagpole or flagpole bracket which is not, in the judgment of One Montreal Owners Association, Inc. maintained in good condition, Owner shall be responsible for repairing, replacing or removing said displayed flag, flagpole or flagpole bracket, upon written request of One Montreal Owners Association, Inc. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- f. No displayed flags shall exceed three (3) feet in height, and five (5) feet in length;
- g. Any flag displayed for more than twenty-four (24) hours must be illuminated;
- h. No Owner may install a flag on the property owned or maintained by One Montreal Owners Association, Inc. including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area;
- i. No owner may install a Flag on the property owned in common by the members of One Montreal Owners Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.

Restrictions on Freestanding Flags

- a. No flagpole located in or on an Owner's property may exceed twenty (20) feet in height;
- b. Any flagpole located in or on an Owner's property must be constructed of a permanent, long-lasting material, with a finish appropriate to the material used in the construction of the flagpole, and harmonious with the dwelling;
- c. A flagpole may only be located in the "front yard" of a property if the property has a "front yard" as defined by Tex. Prop. Code § 202.001(5) (e.g. flagpoles may only be installed in a yard with a setback of at least fifteen (15) feet) and the placement of the flagpole does not violate any applicable zoning ordinances, easements, setbacks of record, restrictive covenants, or these restrictions;
- d. No flagpole located in or on an Owner's property may be located outside the applicable building setback lines for that lot;

- e. If lights are used to illuminate the flag during evening hours, said lights must be directed in such a manner, and utilized at an intensity that does not substantially interfere with the use and enjoyment of other Owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- f. 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 to other persons of ordinary sensibilities. One Montreal Owners Association, Inc. shall be the sole arbiter to determine whether such a condition exists;
- g. An Owner or resident may be required to utilize flagpole snap-hook covers to eliminate flagpole noise at the request of One Montreal Owners Association, Inc.

Restrictions on Flags Displayed in Flagpole Brackets

- a. No flagpole mounted in a flagpole bracket may exceed five (5) feet in length;
- b. If applicable, no flag displayed from a mounted flagpole bracket may extend beyond the airspace created by the boundaries of a fenced yard or patio area;
- c. No mounted flagpole bracket may be affixed to any portion of the general or limited common elements;
- d. Mounted flags and/or flagpole brackets may only be placed upon portions of a residential structure owned by the property Owner and not maintained by the Association.

VI. POLICY REGARDING XERISCAPING

- 1. Pursuant to Texas Property Code §§ 202.007(a)(4), 202.007(d)(8), and 202.007(d-1), effective as of September 1, 2013, Owners have been given the limited right to install drought-resistant landscaping or water-conserving natural turf ("Xeriscaping"). Prior to any such installation, an Owner must submit a detailed plan for the installation of such Xeriscaping. Such plan must contain:
 - a. Location of all proposed Xeriscaping, including a graphic depiction (i.e. scale drawings) showing location, number, estimated size and color of all proposed Xeriscaping;
 - b. A description of the aesthetic qualities of the proposed Xeriscaping;

- c. Species and maximum height of all proposed included plants, grasses, shrubs or trees;
2. The Architectural Control Committee reserves the right to regulate the Owner's use of gravel, rocks, or cacti contained within the Xeriscaping in accordance with the aesthetic compatibility of the subdivision, the Architectural Control Committee's policies or other appropriate committee's guidelines or discretion;
3. The Architectural Control Committee may regulate yard and landscape maintenance. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

THEREFORE, BE IT RESOLVED THAT, One Montreal Owners Association, Inc. adopts a uniform Policy to apply to all Unit Owners within One Montreal Owners Association, Inc.;

BE IT FURTHER RESOLVED THAT, the Policy approved by this resolution touch and concern all Lots within One Montreal Owners Association, Inc., and shall run with the land to all subsequent owners of said Lots;

The Board of Directors of One Montreal Owners Association, Inc. hereby memorializes in its minutes its formal resolution providing a uniform Policy for all Lots within One Montreal Owners Association, Inc.

RECORDS RETENTION & ACCESS POLICY

1. Association Records to be Made Available upon Proper Request.

a. Written Request. The records of the Association are available for inspection by Owners upon receipt of a proper written request received via U. S. Certified Mail, Return Receipt Requested, from an Owner. Emails or other communications are not sufficient. Records are available for inspection by an Owner's agent, attorney or certified public accountant, provided that the Owner makes such designation in writing. The written request must contain sufficient detail to identify the records requested.

b. Inspection of Association Records. Within ten (10) business days of receipt of a proper written request pursuant to 1 (a), *supra*, the Association will respond with the location and dates and times available for the inspection. The date and time for such inspection shall be mutually agreeable.

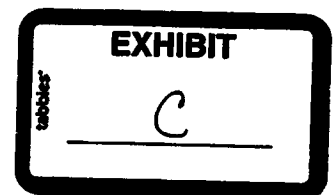
c. Association Records not Available for Inspection.

Absent written authorization by the affected Owner, the Association will not permit the inspection of (1) individual Owners' deed violation histories; (2) individual Owner's financial information; (3) individual Owner contact information other than their address at the property; (4) information pertaining to Association employees; or (5) records and files of the Association's attorney(s).

d. Copies of Records. At the request of an Owner, the Association will provide copies of specific records, within ten (10) business days, upon receipt of copy charges for said records. The Association may produce copies of requested records in paper, electronic or other format. If copies of requested records cannot be produced within ten (10) business days, then the Association shall send a notice to the Owner within the original ten (10) day period. In such event, copies will be produced within fifteen (15) days of said notice.

e. Copy Charges. For paper copies, the following charges will apply:

Item	Charge
8 1/2" x 11" paper	\$0.10 per page
11" x 17" paper	\$0.50 per page
Specialty Paper	Actual cost
Audio CD or Cassette	\$1.00 each



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Item	Charge
DVD	\$3.00 each
Labor	\$15.00 per hour for actual time to locate, compile and reproduce records (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Overhead	20% of total labor charge (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Materials (labels, boxes, folders, etc., including postage)	Actual cost

The estimated total charge for copies of Association records will be due prior to any copies being made or released. Within thirty (30) business days of receipt, the Association will reconcile the actual cost to copy the records with its estimate and return any excess amount.

2. **Association Records Retention Policy.** The Board of Directors adopts the following policy concerning retention of Association records, and directs its property manager to develop, administer, and adhere to the following:
 - a. **Governing Documents.** Originals and/or certified copies of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws of the Association, Amendments thereto, Policies passed by Board Resolution and/or Owners, other documents filed with the Secretary of State related to the Association, Rules and Regulations for the property and amendments thereto, shall be permanently kept in the offices of property management.
 - b. **Association and Board Documents.** Originals and/or copies of agendas, meeting minutes and proposals, meeting notices, sign-in sheets, proxies, ballots and tally sheets pertaining to Annual and Special Meetings of Association Members, as well as agendas, meeting minutes, proposed and approved Board Resolutions, for all meetings of the Association's Board of Directors shall be kept in the offices of property management for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.
 - c. **Accounting and Deed History Records.** Computerized accounting and deed restriction violation records for each Owner shall be maintained in

electronic format by the property management company onsite for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

- d. **Other Association Files.** Originals and/or copies of file materials pertaining to an Owner's membership in the Association, including but not limited to maintenance assessment collection, deed restriction enforcement, correspondence, litigation matters, and other documents shall be kept in the offices of property management for two (2) years after such matter is closed, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.
- e. **Association Communications.** Originals and/or copies of all communications sent and received by members of the Board of Directors on Association-owned computers, and those of agents of the Association conducting business on its behalf, shall be kept in their original format for five (5) years, after which such documents may be destroyed.
- f. **Litigation Hold.** In the event the Association is involved in litigation, a "litigation hold" will be placed on all correspondence, electronic communications, voice mail, reports and other documents relevant to the matter forming the subject of the litigation. In such event, this provision supersedes subsections (a-e). Retention policies for matters in litigation will be established on a case-by-case basis.

**BOARD POLICY RESOLUTION OF
ONE MONTREAL OWNERS ASSOCIATION, INC.**

DATED: 11/9/, 2016

WHEREAS, One Montreal Owners Association, Inc. is a Texas Non-Profit Corporation governed by the Texas Property Code, and more specifically Chapter 202, *et. seq.*; and

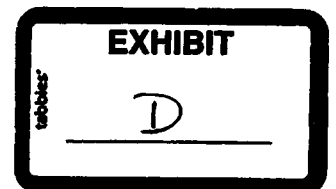
WHEREAS, One Montreal Owners Association, Inc. is given authority to promulgate a Policy to regulate operation and installation of standby electric generators under Texas Property Code § 202.019 *et seq.* as well as by Article IV, Section 6 of the By-Laws for One Montreal Owners Association, Inc.

Said Policy regarding the aforementioned items and improvements stating as follows:

POLICY REGARDING STANDBY ELECTRIC GENERATORS

Article I: Right of Installation and Use

- 1.1 Pursuant to Texas Property Code § 202.019 *et seq.*, effective as of September 1, 2015, Owners have been given the limited right to own, operate, install and maintain a permanently installed standby electric generator ("Generator"), which is defined as a device that converts mechanical energy to electrical energy and is:
- a. powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
 - b. fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
 - c. connected to the main electrical panel of a residence by a manual or automatic transfer switch; and
 - d. rated for a generating capacity of not less than seven kilowatts.
- 1.2 Prior to any such installation, an Owner must submit a detailed plan for the installation of such Generator. Such plan must contain:
- a. Location of the Generator, including a graphic depiction (i.e. scale drawings) showing location, number, size, make and manufacturer of any such Generator;
 - b. An electrical diagram showing the proposed installation method of the Generator;
 - c. A fuel line diagram identifying the type of fuel used, and showing the proposed installation method for the Generator.



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Article II: Installation and Operation Regulations

- 2.1 **General Regulations:** Any Generator owned, operated, installed or maintained within the Association must comply with all manufacturer's specifications, and all applicable governmental health, safety, electrical, and building codes.
- 2.2 **Professional Installation Required:** Any Owner seeking to operate, install or maintain a Generator within the Association must utilize licensed contractors to install any and all electrical, plumbing, and fuel line connections.
- 2.2.1 Any and all electrical connections to any Generator must be installed in accordance with all applicable governmental health, safety, electrical and building codes.
- 2.2.2 Any and all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections to any Generator must be installed in accordance with all applicable governmental health, safety, electrical, plumbing and applicable building codes.
- 2.2.3 Any and all liquefied petroleum gas fuel line connections to any Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, plumbing and applicable building codes.
- 2.3 **Maintenance:** For any and all Generators located within the Association, all such Generators and their respective electrical lines and fuel lines must be maintained in good condition at all times.
- 2.3.1 Any and all non-integral standby electric generator fuel tanks for any Generator must be installed and maintained in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
- 2.3.2 The Association requires that the Owner of any Generator immediately, replace, or remove any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines.
- 2.4 **Screening:** All Generators within the Association must be screened from view if:
- a. The Generator is visible from the street faced by the dwelling;
 - b. The Generator is located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the property owners' association; or
 - c. The Generator is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the property owners' association.

2.5 **Testing:** The Owner of any Generator within the Association must perform periodic tests of the Generator in accordance with the recommendations of the National Fire Protection Association, pursuant to NFPA 110: Standard for Emergency and Standby Power Systems.

2.6 **Use Prohibition:** No Owner may utilize any Generator to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

2.7 **Location:**

2.7.1 No owner may install a Generator on the property owned or maintained by the Association, including but not limited to general common elements or limited common elements.

2.7.2 No owner may install a Generator on the property owned in common by the members of the Association, including but not limited to general common elements or limited common elements.

These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

THEREFORE, BE IT RESOLVED THAT, One Montreal Owners Association, Inc. adopts a uniform Policy to apply to all Unit Owners within One Montreal Owners Association, Inc.;

BE IT FURTHER RESOLVED THAT, the Policy approved by this resolution touches and concerns all Lots within One Montreal Owners Association, Inc. and shall run with the land to all subsequent Owners of said Lots;

The Board of Directors of One Montreal Owners Association, Inc. hereby memorializes in its minutes its formal resolution providing a uniform policy for all lots within One Montreal Owners Association, Inc.

AFTER RECORDING, RETURN TO:

Lambright & Associates
2603 Augusta, Suite 1100
Houston, Texas 77057

RP-2016-526350
Pages 27
11/22/2016 01:41 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$116.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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