The deed restrictions and by-laws set out in this booklet are a compilation of the original deed restrictions and Resolutions of Rosewood Hill Homeowners Association. Should there be any discrepancy between this document and the original document filed or amended, such filed documents will prevail.

DEED RESTRICTIONS

ROSEWOOD HILL SUBDIVISION

THE STATE OF TEXAS }
}
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT JACK FREY PROPERTIES INC. (herein referred to as "Developer or Developers), is the owner of a subdivision of (*), acres of land Out of a 245.991(1) acres Lot of land, in the Solomon Brown Survey, A-7, Harris County, Texas, known as Section (*), Rosewood Hill, being sometimes referred to as the "Subdivision, being more particularly described in Exhibit "A' attached hereto and incorporated herein for all intents and purposes.

*Section I 40 acres
*Section II: ____acres
*Section Ill: 30.5509 acres
*Section IV. 181 .4455 acres
*Section V 10.2211 acres
*(1) Section VI: 103.6601 acres out of a 172.578 acre Lot of land

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the Lots in the Subdivision: and to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, governing conveyance of all Lots in the subdivision: and each contract or deed which may be hereafter executed with regard to any of the Lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract.
or deed):

1. The Lots shall not be divided and sold in smaller parcels than originally conveyed by developer.

Section I: Except Lot #9 which may be divided into two lots and a road right of way between the resulting two lots.

Section III: The Lots shall not be divided into more than thirty (30) Lots and any single Lot shall not be less than eight tenths (8/10ths) of one acre.

Section VI: Except for Lot 6-C which shall not be divided into more than fourteen (14) lots.

2. Said property shall be used for single-family residential purposes only with only one single-family residence permitted on each Lot in the subdivision.

3. No trailer, mobile home, tent, shack or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement, garage or other out-building erected on said property shall at any time be used for human habitation (except by bona fide Servants, or guests, temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said Lot.

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Section III: (Present buildings are exempted from paragraph 3, however, they may not be located closer than two hundred (200) feet from any road easement of Rosewood Hill Subdivision). But none of such building shall be rented, etc. was omitted from paragraph 3.

Section IV, V, VI:

The Developer shall be exempted from this restriction in so much as the Developer or his assigns, may use temporary or portable buildings as necessary for the efficient completion and sale of the Subdivision, including but not limited to sales offices or equipment storage facilities.

4. Any residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the new construction of new residences. All single story residences shall have a minimum square footage of 1,600 square feet of living area and two story residences shall have a minimum of 2,000 square feet of living area. Living area shall not include un-air conditioned porches, patios, breezeways, and garages. All residences must have at least a two-car garage.

Section I: Lots 1-24 shall have a minimum square footage of 2,000 square feet and two story residences on Lots 1-24 shall have a minimum square footage of 2,400 square feet of living area.

Section III: All residences shall contain not less than 1,600 square feet of living area.

5. Only decorative fences previously approved in writing by the Architectural Control Board will be permitted in front of the residences. Any fence not of wood construction shall be a minimum of fifty (50) feet behind the back line of the residence. This restriction shall not apply to any fences already existing at the time these restrictions are filed.*

*Section Ill: Or to lots larger than three (3) acres.

*Section VI: Any fence not of wood construction, or chain link with appropriate landscaping.

6. No building or structure shall be located on any lot nearer than 60 feet to the nearest road easement line of the frontage on the shortest road* or nearer than 25 feet of any other road easement line. Eaves, steps, and open porches shall not be considered as part of a building, but this definition shall not permit any portion of a building including the aforesaid to be closer than 15 feet from a side property line, except when two or more adjacent lots are used as one building lot.

Section I: Except lot Nos. 1, 2, 3, 4, 16, 17, 18, and 19 nearer than 60 feet to the nearest road easement etc. Lots Nos. 1, 2, 3, and 4 shall be set back a minimum of 80 feet from the fence line that is the south line of the subdivision. Lots No's. 16, 17, 18 and 19 shall be set back a minimum of 50 feet from the west line of East Roselake Drive.

Section IV: *Or nearer than thirty-two and a half (32.5) feet to a cul-de-sac easement line, exceptions: (A) The recreation reserve shall have a five (5) foot set- back line from all adjacent lots, and a fifty (50) foot set-back line from Rosewood Trail. Said recreation reserve may have parking areas between the front setback line and the street. (B) Lots C-120 through C-127 shall have forty (40) foot building setback lines from Rosewood Trail.

Section V, VI: *Or nearer than thirty-two and a half (32.5) feet to a cul-de-sac easement line.

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7. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property. No business of any kind may be maintained and/or conducted upon the property. Developer may use a residence as a sales and development office during completion of the subdivision.*

Section III: Developer may use etc. was omitted.
Section VI: *And until such time as all units are sold.

8. No obnoxious or offensive activity may be carried on or conducted on the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

9. (a) No building or structures (including by way of example but not by way of limitation), barns, fences, walls, air conditioning towers and swimming pools), or any additions thereto, or any alterations thereof shall be erected, renovated or reconstructed, placed or suffered to be placed or remain upon the property until the architect's detailed plans and specifications therefore, together with the outside color scheme thereof, have been approved by an Architectural Control Board. Such plans and specifications must accurately reflect the size, location, height and cost of the structure, including the materials to be used in any improvement contemplated, together with the accurate plot plan showing the grading plan of the lot, the grade of elevation of said buildings and structures, and the location of same with respect to the property lines, and front and side set back lines, and the outside color scheme to be used on any improvements to be erected on said property. A true copy of all plans, specifications and details shall be lodged permanently with said Architectural Control Board and any Buildings, or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if the Architectural Control Board neither approves nor rejects such plans and specifications in writing within thirty (30) days after submission of the same to said Architectural Control Board, approval shall be implied.

(b) Said Architectural Control Board shall be appointed by Developer, and shall consist of three members. at such time that fifty percent (50%) of the Lots in section one of the Subdivision have been sold, and a Homeowners Association has been formed, the duties of Said Architectural Control Board, will be handled by said Homeowners Association.

(c) Developer shall deed the recreation center and its improvements and the park and its access to the Rosewood Hill Homeowners Association. Said recreation center and park shall be maintained and policed by the Homeowners Association for the express benefit of the residents of Rosewood Hill.

Section I: Developer will deed the lake, island to the lake, and access to the lake to Rosewood Hill Homeowners Association. The lake and park shall be maintained and policed by the Homeowners Association for the express benefit of the residents of Rosewood Hill.

10. (a) It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence, or other structure is five (5) months from the date slab or foundation is poured or installed.

(b) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines on the lot or parcel of land upon which improvements are to be erected and shall not be placed in the streets or between the curb and property line.

11. No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any such materials be burned on the premises, except in an incinerator designed to such purposes and approved by Developer or Homeowners' Association.

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12. No animals, livestock, poultry, dogs, cats, and such may be kept or permitted on the premises, except as pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in this connection that the number of such animals may be limited at any time by the said control committee. In this connection, it is further understood that all barns or stables out houses, and such must be constructed of wood according to plans approved by Architectural Control Board and must be placed on the back one half (1/2) of said lots and behind the dwelling and not less than 75 feet from any road. Nothing herein contained shall ever be construed as to permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well being of the community all such structures and shelters for animals and pets shall be approved by the Architectural Control Board and shall not be maintained in any unsightly manner. It is further understood that no hogs, swine, or goats shall be kept on any part of said property for any purpose whatsoever. *Large animals shall not be maintained on any home site less than one (1) acre in size. Home sites consisting of one or more lots and having more than one (1) acre shall quality for one large animal, Home sites larger than two (2) acres may maintain one large animal per acre. Natural offspring shall be exempted until one year old. Large animals must be kept on the back one-half (1/2) of the lot. The category of large animals shall include horses, cows, and sheep.

Section I: *Large animals shall not be maintained on any home site less than one and one- forth (1-1/4) acres in size. Home sites consisting of more than one lot and having more than 1-1/4 acres shall quality for one large animal. Home sites larger than 2 acres may maintain one large animal per acre. No large animals may be kept on lot Nos. thirteen (13) through twenty-four (24).

Section III: Large animals must be kept on the back one-half (1/2) of any property of less than three (3) acres in size.

Section IV: Large animals must be kept on the back 1/2 of the lot or behind a line one hundred twenty-five feet (125') from the frontage on the shortest road, whichever is less,

Section VI: Large animals must be kept on the back 1/2 of the lot or behind a line 125 feet from the frontage on the road of the address whichever is less.

13. No cesspools shall be dug or permitted on the property. Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however no septic tank shall be constructed and maintained closer than twenty-five (25) feet from any property line or roadway and fifty (50) feet from the lake. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the premises.

Section IV: Lots C-85 and C-96 shall have their septic lines no closer than one hundred and fifty (150) feet to the Water System Easement line.

14. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street, or in the front or side yard of any Lot.

15. No boat, luggage trailer, travel trailer, or motor home is to be parked on any Lot for more than twenty-four (24) hours unless said vehicle is stored in a garage, carport, or designated storage area behind the house.

16. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property without the written consent of Developer. Developer shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without such consent and in so doing shall not be liable and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger

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than four (4) foot square. The Developer may place such signs as are necessary to advertise and sell the properties until the properties are sold.

17. No firearms or fireworks of any kind shall be discharged on the property.

18. Mailboxes and mailbox posts shall be uniform as approved by the Architectural Control Board.

19. Grantees, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to keep things in a neat and attractive condition. In the event that grantees should, in the opinion of the Homeowners Association fail to maintain said property in a neat and attractive manner, Homeowners Association will notify Grantee in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Grantees, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Developer/Homeowners Association specifying such objectionable or detrimental condition, then in such event, Developer/Homeowner Association is authorized to eliminate such condition and charge the cost of same to such property owner, and any such expense incurred by Developer/Homeowners Association in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against said property, as hereinafter provided. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being fully notified, the Developer/Homeowners Association shall not be liable, and is hereby expressly relieved from any liability for trespassing or other tort in connection with or arising from such action.

20. Culverts installed by Lot owners from main road within the Subdivision to their driveways are to be properly sized by the Developer/Homeowners Association. Culverts must be enclosed on each end with a brick or rock abutment approved by the Architectural Control Board.

21. This property shall be subject to an annual maintenance charge as determined by the Rosewood Hill Homeowners Association Board of Directors, creating a fund to be known as the "ROSEWOOD HILL MAINTENANCE FUND" to be paid by the then owner of this property in conjunction with like charges to be paid by other property owners with the same restriction in his deed. *This maintenance charge shall be secured by a vendor's lien upon said property and is to be paid annually by the thirty-first day of January to Rosewood Hill Homeowners Association with any delinquent payments to be increased by a delinquent charge of $25.00 per month for each month maintenance charge remains delinquent. Such annual charge may be adjusted by Rosewood Hill Homeowners Association or its successors from year to year as the needs of the property may, in its judgment require, with a maximum per year increase of 15%. Non-occupied lots are also subject to maintenance charges from lot owner. *Maintenance Charge is billed in December and is due upon receipt. Fees are considered past due as of 1/31. Said lien shall be junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of said Lot or the cost of any permanent improvement to be placed thereon. Rosewood Hill Homeowner will render an annual accounting of the fund to the owners of the property, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of the Developer or Homeowners Association which will benefit the owners or occupants of property within the Subdivision, including the maintenance and utility cost of the swimming pool, tennis court, lake, park, roads and ditches, and beautification of the entrance, etc. Developer, his assigns or the Homeowners, shall also have the right to use said maintenance fund to enforce these restrictions.

22. When Rosewood Hill Homeowners Association has been formed as per the restrictions on Section I of the Subdivision, the Lot owners in this Section II, III, IV, V, VI, of the subdivision will be members of said Rosewood Hill Homeowners Association with same rights, privileges, responsibilities, and duties of the Lot owners in Section I of the Subdivision.

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23. If Grantee, or their heirs or assigns shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for the Developer or his Assigns (including but not limited to the Rosewood Hill Homeowners Association, Inc.) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of Developer, his successors and assigns, may recover attorney fees and other expenses in enforcing restrictions.

24. These covenants and restrictions shall run with the land, and shall be binding upon the Grantees, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless changed or ended in whole or in part as hereinafter provided.

25. The foregoing covenants and restrictions may be terminated or amended by the execution and recordation of a written instrument executed by the owners of a majority of the lots within said Subdivision Lot, such owners being allowed one vote for each home site owned.

26. In the event any one, or more of these covenants, agreements, restrictions or conditions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in no way affect the validity of the other covenants, agreements, conditions or restrictions set out herein, which shall remain in full force and effect.

27. No party who has purchased any portion of said premises shall cut any timber or trees from said portion so purchased larger than tour (4) inches in diameter measured twelve (12) inches and up from the ground except on that portion of said premises which comprises the actual building site where the improvements are going to be erected, together with a roadway leading from private road adjoining said premises to the building site, until at least one-half (1/2) of the purchase price has been paid in full.

28. The roads in this subdivision, as described by Exhibit "B" attached hereto and incorporated herein for all intents and purposes shall be maintained by the Rosewood Hill Homeowners Association and said roads are hereby dedicated to the use and enjoyment of the property owners in the Rosewood Hill Subdivision's Section I, II, III, IV, V, and VI

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ROSEWOOD HILL

CONVEYANCE OF EASEMENTS

THE STATE OF TEXAS }
}
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned developer of ROSEWOOD HILL Subdivision, an unrecorded subdivision in Harris County, Texas having designated all of the roads shown on the subdivision plats, and further described by the metes and bounds descriptions as access, utility, and drainage easements for the benefit of all property owners in said ROSEWOOD HILL Subdivision, does hereby convey said easements to the ROSEWOOD HILL HOMEOWNER'S ASSOCIATION for the maintenance, upkeep, and protection of said easements and the right of all property owners to utilize said easements.

The roadway easements hereby conveyed to the ROSEWOOD HILL HOMEOWNER'S ASSOCIATION are private roadway easements which shall at all times be appurtenant to the Subdivision property and shall inure to the benefit of all subsequent owners of any portion of the Subdivision, and any conveyance of any lot within said ROSEWOOD HILL Subdivision shall be subject to the easements and the right of the ROSEWOOD HILL Subdivision to maintain said easements whether or not the same is stated directly in such conveyance.

Roads of Rosewood Hill Sections I, II, III, IV, V, VI [Exhibit "B"]:

Rosewood Trail	Roselake Drive [S., E., N.]	Lakefront Road
Wildrose Lane	Hilltop Lane	Misty Lane
Meadow Lane	Live Oak Trail	Bluebird Lane
Rosehill Road	Chickadee Lane	Grosbeak Lane
Heron Lane	Meadowlark Lane	Pheasant Lane
Robin Lane	Sandpiper Lane	Rosewood Park Rd
Rosebud Lane	Wren Lane	Tanager Lane
Quail Lane	Mockingbird Lane	Rosehollow Trail
Hummingbird Lane	Goldfinch Lane	Cardinal Lane
Bobolink Circle		

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ROSEWOOD HILL HOMEOWNERS ASSOCIATION, INC.

Amended and Restated Architectural Control Committee (ACC) Guidelines 10.13.26

I. Application Procedure

1. Submission. Per Section 9(a) and 9(b) of the Deed Restrictions, all plans and specifications for new homes, garages, barns, outbuildings, patio covers, remodeling of home, fences, swimming pools, or any other kind of structure must be submitted to the Architectural Control Committee (ACC) for review. Such plans and specifications must accurately reflect the size, location, height and cost of the structure, including the materials to be used in any improvement. All modifications / repairs / additions to the property must receive ACC approval. Pay the associated review fee if applicable to your submission.
2. Review. The Architectural Control Committee (ACC) shall endeavor to review each application as soon as possible after the date of receipt. Each decision of the ACC shall be in writing and include a statement of the condition under which the application is approved, if any; or the reasons for disapproval of the application. Any application which has not been approved or disapproved within thirty (30) days of the date of receipt of complete application shall be deemed approved; provided, however, that any such approval be deemed to relate to architectural guidelines only, not to any of the use restrictions set forth in the deed restrictions. The 30-day review period begins only upon receipt of a complete application and all required supporting documentation and fees.
3. Structures and fences that were built with approval prior to April 1, 2025 shall be "grandfathered" per prior guidelines; however, any changes made thereof after April 1, 2025 shall comply with the guidelines set forth herein, this excludes mailboxes.

II. General Guidelines

The ACC shall consider the following factors upon the review of each application:

1. Size, dimensions, and elevation.
2. Color and harmony with existing structures and improvements.
3. Quality and type of materials
4. Location/set back and property lines.
5. Harmony and appeal of exterior design
6. Quality of construction
7. The provision of applicable restrictions, statutes, ordinances, building codes, covenants, & conditions

III. Improvements – Review Fee and Deposits

All new construction projects will be charged a refundable deposit of $500.00 and a non-refundable $100.00 review fee [$600.00 total]. This shall apply to all new homes, home additions, pools, and any other new attached or detached structures including outbuildings, RV covers, patio covers, metal buildings, carports, pergolas, porches, or any other similar items. Refer to the Review Fee and Deposit Schedule for the related fee / deposit for other projects. Upon completion, the homeowner is responsible for scheduling a final project compliance review with the ACC. The deposit will be refunded following confirmation by the ACC of compliance with the terms of the project's corresponding approval, the covenants of Rosewood Hill and these Guidelines. Failure of the homeowner to timely schedule the final project compliance review in the time frame provided in their corresponding approval letter will result in forfeiture of the deposit. A request to schedule the final project compliance review is considered timely if made within 30 days of the date the project is scheduled for completion based on the corresponding approval letter. An owner may request an extension of time for project completion and request for final project compliance review where circumstances warrant, and the Board approves such extension. Forfeiture of the deposit does not constitute approval of the construction project; the Association may initiate all enforcement remedies available under the law to ensure compliance with the covenants and these Guidelines. **Withdrawal of Application.** If an application requiring a refundable compliance deposit is denied by the Architectural Control Committee (ACC), or if the Owner elects not to proceed with the proposed improvement, the refundable deposit may be returned upon the Owner's written request. Prior to the return of the deposit, the Owner must provide written confirmation that the proposed project has been permanently abandoned and that no work related to the submitted application has or will commence. The non-refundable review fee shall not be refunded. If any portion of the proposed work has been initiated prior to the approval of the ACC, the deposit will be forfeited and the Owner will be subject to further enforcement action by the Association unless the Owner corrects the reason for the denial, resubmits their application and receives approval from the ACC. Upon doing so, the deposit shall remain subject to the compliance and inspection provisions of these Guidelines until the project is completed, removed, or otherwise resolved

Rosewood Hill Homeowners Association

to the satisfaction of the ACC.

Review Fee and Deposit Schedule:

Improvement Type	Review Fee	Refundable Deposit
Fence / Gate	$25	None
Culvert	$300	None
Concrete Flat Work including Driveways	$25	None
Pool	$100	$500
Outbuilding / Carport/ Garage / Addition	$100	$500
Metal Building	$100	$600
Roof	$25	None

IV. Maximum Lot Coverage

The maximum lot coverage by non-permeable constructed surfaces shall not exceed sixty percent (60%) of the total lot area. For purposes of calculating lot coverage, "non-permeable constructed surfaces" include, but are not limited to, the main dwelling, garages, accessory buildings, detached structures, swimming pools, patios, sidewalks, driveways, concrete or asphalt surfaces, and any other constructed surface that prevents the natural absorption of water into the ground.

V. Culvert Crossings / Concrete Work

All culvert crossings on driveways will be uniform with one another, properly sized, and enclosed on each end with a concrete, brick or rock abutment. New culvert crossings will require a non-refundable review fee to confirm the properly sized culvert for the lot for proper drainage. All concrete flat work including sidewalks and driveways must also be approved by the Architectural Control Committee.

VI. Fences

All fences and gates shall require ACC approval in regard to material type, height, and location on property. No tin gates will be permitted. Fences in front of the home are only permitted in Section 2 unless grandfathered. No fence shall be permitted to cross or obstruct any drainage easement. Chain link fencing is prohibited except where specifically approved by the ACC with approved landscaping. A $25.00 non refundable review fee will apply for all new fences.

VII. Outbuildings, Sheds, Barns, Accessory Buildings, and Recreational Vehicle Covers

All outbuildings require an ACC refundable deposit of $500.00 and a non-refundable $100.00 review fee [$600.00 total]. The standard, type, quality and color of the materials used in construction of an outbuilding, barn, shed, or recreational vehicle cover shall be harmonious with the standard type quality and color of the materials used in the construction of the main residence on the lot. Materials and colors must reasonably complement the primary residence in the opinion of the ACC. An outbuilding, barn, or recreational vehicle cover is not permitted to be attached to the main dwelling and shall be located in the rear portion of the lot no closer than 10’ from the main dwelling. Outbuildings, Sheds, Barns and RV covers may be wood or metal construction. If metal, the metal guidelines apply. Pre-fab outbuildings will be considered on a case by case basis. Metal outbuildings, sheds, barns, workshops, recreational vehicle covers, and similar accessory structures shall not be used or converted for human habitation, including sleeping accommodations, residential occupancy, or independent living quarters. Such structures are intended solely for their approved accessory purposes. Any proposed guest quarters or mother-in-law quarters must comply with the applicable Deed Restrictions and the separate provisions governing Accessory Living Quarters contained in these Guidelines. ACC approval of an outbuilding does not constitute approval for residential occupancy. **Area drainage:** Each lot shall be finished to grade so to maintain the drainage of such property without adversely affecting the existing drainage pattern of adjacent properties so to prevent damage by overflow of water to adjoining properties. Accessory buildings will not be permitted on any lot without a main dwelling.

Max Size: No out building defined herein shall be any larger than 80% of the floor area of the main dwelling.

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Requests for Metal outbuildings must follow the Standards for Metal Building guidelines as developed by the ACC as set forth below:

Please note: All metal outbuildings, metal roofs or metal siding all require an ACC refundable deposit of $500.00 and a non-refundable $100.00 review fee [$600.00 total]

General Requirements

1. Frame can be red iron (steel) or wood frame
2. Foundation drawings (plans) must be submitted with request
3. Side walls shall not exceed 16' in height
4. Walls over 12' should have alternate colored metal, stone, or other highlighted base to make walls appear shorter. All materials should be harmonious with the main dwelling
5. Ridge not to exceed a height of 22'
6. Overhead, roll up, or sliding doors will be acceptable

Metal roof and siding for Metal Outbuildings:

a. Must have a pre-installed (colored) finish. Must compliment / coordinate with main dwelling.
b. Must have raised or standing seams (ie R-Panel, no corrugated metal permitted)
c. No Horizontal R-Panel material is permitted
d. Must be a minimum of 26 gauge steel with preferred 24 gauge
e. Must have corner trim that color coordinates / compliments building

VIII. Roofing Materials

All dwelling, garage, porch, patio and carport roofs shall be uniform with one another. Standing seam, copper, or shadow-line architectural shingle roofs are permitted. No 3-tab shingles or corrugated metal roofs are permitted at all on any structure. Roofs must be harmonious or complement surrounding properties in the sole opinion of the ACC. Alternative roofing materials may be considered on a case-by-case basis for structures such as window bonnets, freestanding pre-fab outbuildings, pergolas, gazebos, or other similar freestanding structures.

IX. Paint and Stain

Paint should match or blend with outside brick or siding. Requests for paint / stain should include all actual paint and/or stain colors and should be submitted to the ACC for approval. Only traditional paint / stain colors as deemed by the ACC will be approved for use for example – earth tones, neutral, or muted colors. Bright or highly reflective colors are prohibited.

X. Designated Storage Area (DSA)

Designated storage area must be submitted and approved by ACC for each boat, trailer, travel trailer, enclosed cargo trailer, travel trailer, motor home (RV) or similar unit which is stored on any Lot. The number of designated storage areas allowed on each lot shall be limited to two (2) per lot. Additional DSA's will be considered by the ACC for lots larger than 1.00 acre and the location on the lot. DSA is required for Golf Carts not stored in a driveway, under a carport, or, in the garage. Whole house generators require approval of location but are not included in the total number of DSA's allowed on the lot.

XI. Chicken coops, Animal housing, stables and other animal shelters

Chicken coops*, animal shelters, stables, and such must be constructed of wood according to plans approved by ACC and must be placed on the back one half (1/2) of the lot, behind the main dwelling, and not less than 75 feet from any road. Roofing material must be specified in the request. Metal roof will be considered but must have a pre-installed color finish. No corrugated metal roof shall be permitted. Adult chickens / hens are limited to 12. Roosters are not permitted. Nothing contained herein shall be construed to permit chickens or any other pet to be uncontained. Chicken coops are limited to 100sf in size and Chicken runs if any, must be attached to the coop, enclosed, and are limited to 200sf.

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XII. Carports and Porte-Cocheres

General Requirements - The ACC may consider: Size and scale of the structure; visibility from the roadway; roofline compatibility; and visual impact on neighboring lots.

1. Carports and porte-cocheres must be architecturally compatible with the main dwelling in design, materials, roof pitch, color, and overall appearance.
2. Structures shall be constructed of materials that complement the main dwelling. Metal-only or exposed steel frame carports are prohibited.
3. Roof materials must comply with the Roofing Materials section of these Guidelines. Corrugated metal roofing is prohibited.
4. Carports and porte-cocheres must be professionally constructed and permanently anchored.
5. Temporary, portable, fabric, tarp, canvas, polyethylene, or similar portable vehicle covers are prohibited.
6. Structures shall not obstruct drainage flow, drainage easements, utility easements, sight visibility, or neighboring properties.
7. Detached carports shall generally be located behind the front building line of the residence unless otherwise approved by the ACC.
8. Attached carports must appear as an integrated extension of the residence and not as an afterthought or freestanding metal structure.
9. Open-sided carports are permitted only if the structure maintains a clean, finished residential appearance.
10. Placement of carports and porte-cocheres shall maintain appropriate setbacks and must not extend into easements, set back lines, or rights-of-way.
11. Support columns shall be constructed of materials compatible with the main dwelling such as brick, stone, stained wood, or other ACC-approved materials.
12. The roof pitch and roofing materials shall match or closely complement the main residence.
13. Lighting incorporated into the structure must comply with the Association lighting policies and should not create nuisance lighting onto neighboring properties.

XIII. Mother-in-Law Quarters and Guest Accommodations

Detached or attached mother-in-law quarters and guest accommodations are permitted subject to prior written approval from the Architectural Control Committee (ACC) and compliance with the applicable Deed Restrictions.

Permitted Use. Mother-in-law quarters and guest accommodations are intended for occupancy by family members, guests, or bona fide domestic servants and shall remain accessory to the main residence. Only one primary single-family residence is permitted per lot. [**Rental Restrictions.** Accessory living quarters shall not be rented or leased separately from the main residence as prohibited by the Deed Restrictions applicable to the lot].

Construction Standards. All accessory living quarters must be of permanent residential-grade construction and architecturally compatible with the main residence in design, materials, roofing, and exterior appearance. Metal outbuildings, sheds, barns, workshops, and similar utility structures shall not be used or converted for human habitation.

Location and Setbacks. Detached living quarters shall be located behind the main residence and comply with all applicable setbacks, easements, drainage requirements, and maximum lot coverage restrictions.

ACC Approval. Complete construction plans, including the proposed location, dimensions, exterior materials, and intended use, must be submitted to the ACC for written approval prior to construction. All applicable review fees and deposits shall apply.

Compliance. All accessory living quarters must comply with applicable requirements, and the Deed Restrictions of Rosewood Hill. ACC approval does not authorize a separate single-family residence or any use prohibited by the Deed Restrictions.

XIV. Freestanding Covered Structures

Freestanding covered structures, including gazebos, pergolas, pavilions, shade cloth covers, and other similar permanent structures, require prior written approval from the Architectural Control Committee (ACC). All permanent outdoor covered structures shall utilize durable, residential-grade building materials intended for long-term installation. Temporary or agricultural-style coverings are not consistent with the architectural standards of Rosewood Hill and are prohibited.

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General Requirements - All freestanding covered structures shall be professionally constructed and permanently anchored.

1. Structures shall be architecturally compatible with the main dwelling in design, materials, color, and overall appearance.
2. Roofing materials shall comply with the Roofing Materials section of these Guidelines where applicable.
3. Freestanding covered structures shall comply with all applicable setback requirements, easements, and drainage requirements.

Prohibited Structures and Materials

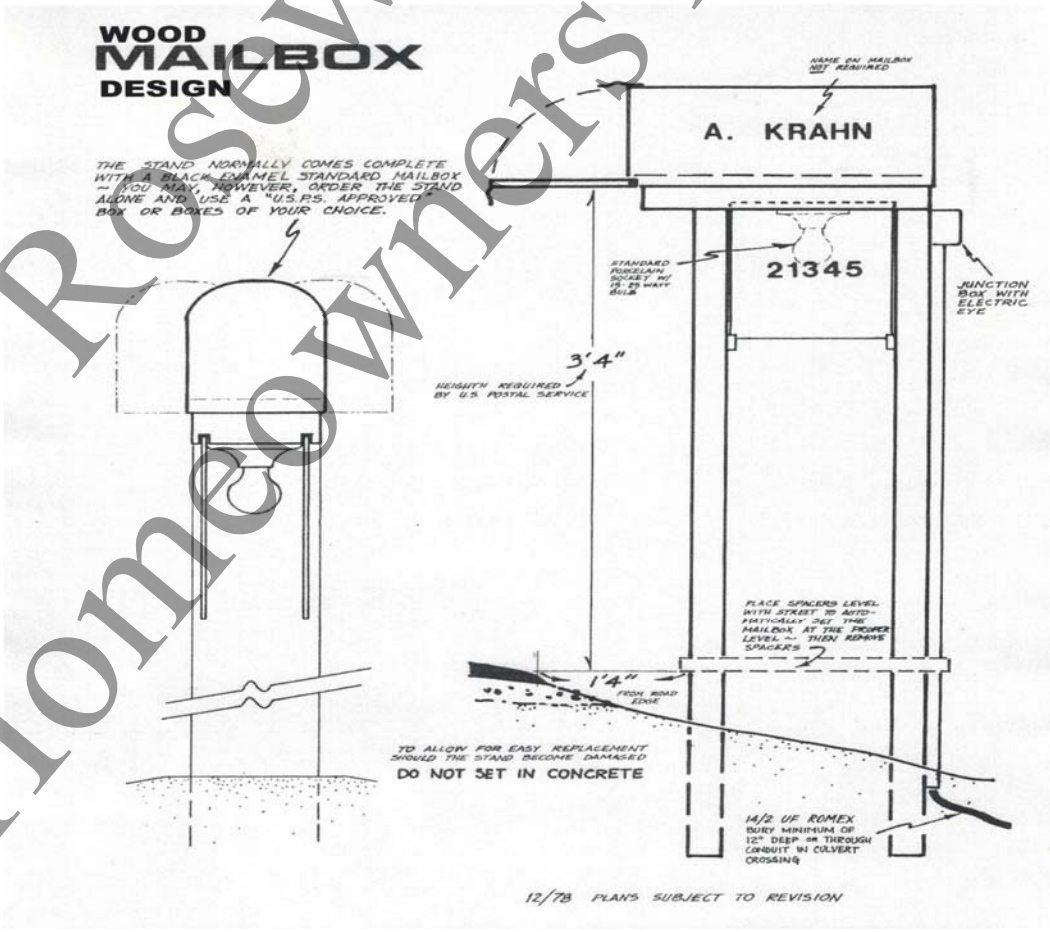
No tarp, canvas, polyethylene, vinyl, plastic, or similar material shall be used as the primary roof or covering for any freestanding structure, storage area, vehicle shelter, outdoor gathering area, animal housing, or other permanent exterior improvement. The following are prohibited as permanent or semi-permanent exterior structures or coverings on any lot:

- Portable carports.
- Portable garages.
- Hoop-style or temporary storage structures.
- Any temporary or portable structure intended to serve as a permanent covered area.

The ACC may require the removal of any temporary or non-conforming structure or covering that, in its sole discretion, detracts from the appearance of the community.

XV. Mailboxes

All mailboxes shall be uniform with one another as approved by the ACC. Mailboxes must include illuminated address numbers visible from both directions of travel. Mailboxes may be constructed of brick, stone or wood. If constructed of wood, the design must be the approved wood mailbox design included in this document below. Other alternative wood designs may be considered by ACC. Height and location of mailboxes must comply with the requirements of the United States Postal Service https://www.usps.com/manage/mailboxes.htm . All mailbox designs must be approved by ACC prior to installation.



Rosewood Hill Homeowners Association

ROSEWOOD HILL HOMEOWNERS ASSOCIATION, INC.

REGULATION OF MAINTENANCE AND APPEARANCE OF SUBDIVISION

STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Rosewood Hill Homeowners Association, Inc. (the "Association"), a Texas nonprofit corporation, is the governing entity for Rosewood Hill, Sections 1, 2, 3, 4, 5, and 6, unrecorded subdivisions in Harris County, Texas, as described by metes and bounds in the Deed Restrictions, recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. F394381, F394382, F394380, F677621, F677622, and F988676; respectively, along with any amendments or supplements thereto and any other property subject to the jurisdiction of the Association (the "Subdivision"); and

WHEREAS, Section 204.010(a)(6) of the Texas Property Code, provides that the Association, through its Board of Directors, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision; and

WHEREAS, the Association desires to adopt uniform regulations regarding the maintenance and appearance of the Subdivision, including all Lots within the Subdivision and the improvements located thereon; and

WHEREAS, this Dedicatory Instrument consist of Restrictive Covenants as defined by Texas Property Code §202.001, et. seq, and the Association shall may exercise discretionary authority with respect to these Restrictive Covenants; and

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its Board of Directors, hereby adopts, establishes, and imposes on the Subdivision, the following regulations:

1) Owners of all Lots in the Subdivision, shall at all times, maintain their property in a clean, neat and presentable manner, as determined by the board of directors, in its sole discretion, including, but not limited to the following:

   a) Mow, edge and weed all landscaped areas, and regularly trim all trees, shrubs, bushes and other landscaping on the property.

   b) Replace dead, diseased, or dying landscaping items, including grass, trees, shrubs, and bushes. Replacements must be with like-kind items, or the Owner must obtain the advance written approval of the Association's Architectural Control Committee.

   c) Keep the property clear of all trash, debris, rubbish, clippings, trimmings and other yard waste, equipment, boxes, materials, newspapers, junk items, and other items deemed unsightly by the board of directors, in its sole discretion. Store trash and recycle containers out of view from any road when not in use. Trash and recycle containers may not be put out on the street any sooner than the night before any scheduled pickup.

2) Owners of all Lots and Reserves subject to the Restrictions, shall at all times, maintain all dwellings, improvements and structures located on his/her lot in good condition, as determined by the board of directors, in its sole discretion, including, but not limited to the following:

Rosewood Hill Homeowners Association

a) Paint the exterior of all dwellings and structures, so that the paint is not faded or chipped. *(if the color of the paint or the areas being painted are being changed, the Owner must first obtain the written approval of the Association's Architectural Control Committee before making such changes).*

b) Clean all mildew and mold off of the exterior surfaces of all dwellings, mailbox, and structures.

c) Repair, maintain and replace gates, and fence boards and posts that are broken, bent, warped or otherwise in need of repair.

d) Paint, repair, maintain or replace garage doors which are dented, damaged, faded or otherwise in need of repair.

e) Repair, replace or maintain damaged, broken or missing exterior surfaces of all dwellings, garages, and outbuildings including windows, doors, roofs, siding and brick.

f) Clean hard surfaces, such as driveways and walkways to prevent an unsightly appearance. Expansion joints must be kept free of weeds.

g) Maintain in good repair all paved areas, including the driveway and the portion of paved sidewalk located on each Lot.

h) Gutters must be kept in good repair and not permitted to sag or hang down. Gutters must also be kept free of leaves and excessive debris.

i) Window panes and screens must be whole and in good condition and interior window coverings must also be in good condition.

j) Children's play structures and equipment must be located in the backyard and must be maintained in a neat condition. Items which are rusted, deteriorating, not regularly used, or are otherwise in disrepair shall be removed.

3) No inoperable vehicle of any kind may be parked in view on any lot; such items are considered inoperable if the registration and license plates are not current, if the vehicle has flat tires or no tires, or is otherwise incapable of being lawfully driven on the roads of the State of Texas. Vehicles shall not be stored or covered on any lot, except in an enclosed garage, unless such vehicles are regularly utilized for transportation to and from the lot on at least a weekly basis.

4) No trailer, boat, camper or other similar vehicle or equipment may be parked in view on any lot for more than twenty-four consecutive hours, unless stored in a garage, carport or designated storage area (DSA) behind the dwelling or other low visibility area on the lot which has been approved by the Architectural Control Committee. No semi-trailer truck or other commercial vehicle may be stored in the Subdivision at any time.

5) Parking of any kind is prohibited on any street or easement in the Subdivision for more than 4 consecutive hours without prior approval from the Board of Directors.

6) Golf carts must be stored in the driveway, garage or carport or in a designated storage area behind the home which has been approved by the Architectural Control Committee.

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7) Mailboxes must be maintained in neat and attractive condition and be in good repair in the sole opinion of the Board of Directors. All mailboxes must have a lighted address on both sides. Mailbox glass must not be broken or cracked, address numbers must be visible and not faded or peeling. Mailboxes must be installed per the height and location specifications outlined by the United States Postal Service. Vegetation and landscaping must be trimmed and maintained as often as necessary to keep from obstructing the address of any mailbox.

8) No lot shall be used for the storage of junk items; decorative appurtenances, metal yard art, children's toys, lawn care equipment, machinery, wagons, similar items and other miscellaneous items which create a cluttered appearance in the sole opinion of the Board of Directors, and may not be placed, stored, or allowed to accumulate in view on any lot.

9) Holiday lighting and decorations shall be promptly removed within fifteen (15) days after the holiday. No lighting, light clips, light holders, etc. shall be permitted to be maintained on any dwelling, garage, or other structure on the lot. Permanent lighting shall not be permitted on any structure without prior written approval of the Architectural Control Committee.

10) No other advertising sign is permitted on any Lot at any time other than one "For Sale" or "For Rent" sign. One (1) political sign advertising a candidate is permitted from ninety (90) days prior to the date of election to which the sign relates and must be removed by the tenth (10th) day after said election.

11) The determination as to whether a Lot or Improvement is being maintained in accordance with these Regulations shall be made only by the Association's Board of Directors in its sole discretion.

Rosewood Hill Homeowners Association

AMENDED AND RESTATED BYLAWS OF

ROSEWOOD HILL HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

WHEREAS, Rosewood Hill Homeowners Association, Inc. (the "Association"), a Texas nonprofit corporation, is the governing entity for Rosewood Hill, Sections 1, 2, 3, 4, 5, and 6, unrecorded subdivisions in Harris County, Texas, as described by metes and bounds in the Deed Restrictions, recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. F394381, F394382, F394380, F677621, F677622, and F988676; respectively, along with any amendments or supplements thereto and any other property subject to the jurisdiction of the Association (the "Subdivision"); and

WHEREAS the Association Bylaws are recorded in the Real Property Records of Harris County, Texas under Clerk's File No. 20120445992 along with the amendments thereto, recorded under Clerk's File Nos. RP-2019-161472, RP-2022-515715, and RP-2024-65499, and those Bylaw Amendments contained in the instrument under Clerk's File No. RP-2020-524317, along with any other amendments thereto (the "Bylaws"); and

WHEREAS, the Association is formed pursuant to the Articles of Incorporation for Rosewood Hill Homeowners Association, Inc., filed with the Secretary of State of Texas, on October 18, 1978 (the "Articles of Incorporation"); and

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code provides that board of directors may amend, repeal, or adopt new bylaws unless: the corporation's certificate of formation wholly or partly reserves that power exclusively to the corporation's members; or, the management of the corporation is vested in the corporation's members; or, if in amending, repealing, or adopting a bylaw, the corporation's members expressly provided that the board of directors may not amend or repeal the bylaw; and

WHEREAS, the Articles of Incorporation constitute a certificate of formation under Section 1.006(1) of the Texas Business Organizations Code, and do not wholly or partly reserve the power to amend the Bylaws exclusively to the Association's members; and

WHEREAS, the management of the Association is vested in the Association's board of directors, and not in the Association's members; and

WHEREAS, in amending, repealing, or adopting a bylaw, the Association's members have never expressly provided that the board of directors may not amend or repeal the bylaw; and

WHEREAS, there is a need to amend and restate the Bylaws to provide for more effective corporate governance, and to obtain consistency with numerous statutory changes which have occurred since the Bylaws were adopted;

Rosewood Hill Homeowners Association

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the certification hereto, the Association, through its Board of Directors, hereby amends and restates the Bylaws to replace all previously adopted Bylaws in their entirety, as follows:

ARTICLE I
Name and Location

The name of the corporation is Rosewood Hill Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be the registered office as designated by the Board of Directors in its filings with the Texas Secretary of State from time to time.

ARTICLE II
Definitions

Section 1. "Association" shall mean and refer to Rosewood Hill Homeowners Association, its successors and assigns.

Section 2. "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 Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property described in the Property Owners Management Certificate for Rosewood Hill Homeowners Association, Inc., recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. RP-2024-1930, along with any additional real property brought under the Association's jurisdiction.

Section 4. "Common Area" shall mean and refer to all real properties and improvements thereon owned or leased by the Association and over which the Association has easements for maintenance.

Section 5. "Declarant" shall mean and refer to Jack Frey Properties, Inc., the Declarant in the Declaration.

Section 6. "Board" shall mean and refer to the Board of Directors of the Association.

Section 7. "By-Laws" shall mean and refer to this instrument, as it shall be amended from time to time pursuant to the provisions of this instrument.

Section 8. "Declaration" shall mean and refer to the five respective Declarations of Covenants, Conditions and Restrictions, and the amendment thereto, reflected on the Amended Management Certificate for Rosewood Hill Homeowners Association, Inc., recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. F394381, F394382, F394380, F677621, F677622, and F988676; respectively, encumbering Rosewood Hill Sections 1-6.

Section 9. "Book of Resolutions" shall mean and refer to the document containing a collection of resolutions enacted by the "Board" from time to time.

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Section 10. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as it more fully specified in the Declaration.

Section 11. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 12. "Notice" shall mean and refer to (a) written notices delivered personally or by U.S. mail to the last known address of the intended recipient, (b) posting of announcement on the Association website, or (c) sending an email to the email address that a member has registered with the Association. Methods (b) and (c) may not be used if another method is required by applicable law.

Section 13. "Quorum of Members" shall mean and refer to the representation in person or by proxy, absentee or electronic ballot, of members who hold 10% of the voting rights. If quorum shall not be present or represented at any meeting, the Members present at the meeting in person or by proxy, absentee or electronic ballot or the presiding Officer shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as stated above is present or represented, and for the purpose of electing Directors the quorum requirement at each reconvened meeting shall be 1/2 (one-half) of the quorum requirement at each preceding meeting, until a quorum shall be present or represented. No subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III
Meeting of Members and Voting

Section 1. General/ Annual Meetings. A regular meeting of the Members of the Association shall be held bi-annually at a date, time, and location of the Board's choosing, with the start time being between the hours of 8:00 a.m. – 8:00 p.m. The Association shall endeavor (but is not required) to hold such meetings in April and December.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President; the Board of Directors; or upon the written request of the members who are entitled to vote one-tenth of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each general and special meeting of the members shall be given by, or at the direction of, the secretary or any person or persons authorized to call a meeting, by: mailing a copy of such notice, postage paid, at least ten (10) but not more than sixty (60) days before such meeting to each member entitled to vote thereat, 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; or, for those members who have consented to receiving notices via email, emailing the addresses provided by such members, at least ten (10) but not more than sixty (60) days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.

Section 4. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 5. Absentee Ballots. The voting rights of a member may be cast or given by absentee ballot if authorized by the Board of Directors. An absentee ballot must contain each proposed action and an opportunity for the member to vote for or against each proposed action, instructions for delivery of the completed absentee ballot including delivery location, and the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final

Rosewood Hill Homeowners Association

vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail." A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

Section 6. Electronic Ballots. The voting rights of a member may be cast or given by electronic ballot if authorized by the Board of Directors. An electronic ballot is one that is cast or given by email, facsimile, or posting on an internet website; for which the identity of the member submitting the ballot can be confirmed; and for which the member may receive a receipt of the electronic transmission and receipt of the member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each member that contains instructions on obtaining access to the posting on the website.

Section 7. Absentee and Electronic Ballot Additional Provisions. An absentee or electronic ballot: may be counted as a member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; may not be counted, even if properly delivered, if the member attends any meeting to vote in person, so that any vote cast at a meeting by a member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

Section 8. Written and Signed Ballots Required. A vote cast by a member must be in writing and signed by the member if the vote is cast outside of a meeting, in an election to fill a position on the Board of Directors, on a proposed adoption or amendment of a dedicatory instrument, on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment, or on the proposed removal of a member of the Board of Directors. If the Association elects to use a ballot for a vote on any other matter, the ballot must be in writing and signed by the member or cast by secret ballot in accordance with rules adopted by the Association to allow voting by secret ballot by members. The Association must take measures to reasonably ensure that a member cannot cast more votes than the member is eligible to cast in an election or vote, and that the Association counts every vote cast by a member that is eligible to cast a vote. In any election for the Board of Directors, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed. Written and signed ballots are not required for uncontested, Association-wide elections. Pursuant to the Texas Property Code and Texas Business Organizations Code, an electronic vote constitutes a written and signed ballot.

Section 9. Votes per Lot. Every Member shall be entitled to one vote per Lot owned subject to maintenance fees. When more than one person holds an interest in any Lot, all such parties may not be Members but may select one as a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 10. Regular Vote. For all regular business conducted by the "Board" outside of the "Board's" given power shall be passed by majority vote of members present at a meeting announced by "notice" (Article II, Section 12) at least 7 days prior to such meeting date.

Section 11. Tabulation of and Access to Ballots. A person who is a candidate in an election to the Board of Directors or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote. Any other person may tabulate votes in an Association election or vote. A person who tabulates ballots in an Association election or vote, or who performs a recount, may not disclose to any other person how an individual voted. Only a person who tabulates votes as provided for herein, or performs a recount, may be given access to the ballots cast in an

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election or vote. The foregoing may not be construed to affect a person's obligation to comply with a court order for the release of ballots or other voting records.

Section 12. Virtual Meetings of the Members and Elections held in advance of a Meeting. The Association's Board of Directors may elect to hold any meeting of the Members by using remote communications technology, including videoconferencing, teleconferencing, the internet, or any combination of those methods, as provided by Section 22.002 of the Texas Business Organizations Code (hereinafter a "Virtual Meeting"), and may elect to hold the election of Directors in advance of the Virtual Meeting as set forth in this Section. Subject to the requirements herein, the Virtual Meeting shall be in all respects valid, and all elections, decisions, votes, and/or outcomes determined in such a meeting shall be binding.

(a) Notice of Virtual Meeting of the Members: Notice of a Virtual Meeting and election shall be given to the Members in the manner provided by this Section and the Texas Property Code. Notice of the Virtual Meeting of the Members must include clear instructions describing how every Member may access the Virtual Meeting, and how to cast ballots for elections held in advance of such Virtual Meeting. Such instructions must be sufficient so that each Member may, free of any access charge or payment, follow said instructions and access the Virtual Meeting.

(b) Voting: If the election is held in advance of the Virtual Meeting, the Association may provide mail-in ballots, proxies, and/or electronic ballots, as determined by the Board, which may be returned via mail, email, in-person at a voting box located at a location designated by the Board, or by any other method approved by the Board. The deadline for submitting ballots cast by any method will be established by the Board of Directors in advance, in its discretion, and such deadline will be stated in the Notice of Virtual Meeting. The Association may, at the sole discretion of the Board of Directors, provide for electronic ballots, in accordance with the Texas Property Code.

(c) Ballots and Tabulation: If the election is held in advance of the Virtual Meeting, said ballots shall be prepared and mailed to the Members no later than twenty (20) days prior to the deadline for submitting ballots. Ballots for the election of Directors shall be collected and tabulated by the Association's managing agent, or any other person(s) designated by the Board of Directors in advance, so long as such persons are qualified to tabulate the ballots under Section 209.00594 of the Texas Property Code. All ballots and proxies, no matter how cast, shall be counted in the same manner as all other ballots cast for the election. The winners of the election will be announced at the Virtual Meeting.

(d) Nominations: Nomination for election to the Board of Directors, when elections are taking place in advance of the Virtual Meeting under this Section, will be made solely in accordance with the procedure for nominations provided in these Bylaws.

(e) Procedure of Virtual Meetings of the Members: Virtual Meetings of the Members shall proceed in substantially the same fashion as any in-person meeting of the Members, except that no vote taken at, or in advance of, the Virtual Meeting of the Members shall be final until all ballots cast on or before any deadline requirement, have been counted.

(f) Quorum for Virtual Meeting of the Members: The presence at a meeting, in person (including attendees appearing online), by proxy, by electronic ballot or by absentee ballot, of a Quorum of Members shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Deed Restrictions or these Bylaws.

Rosewood Hill Homeowners Association

(g) Conflict: Should any provision in this Article III, Section 13 conflict with any other provision in these Bylaws (with respect to Virtual Meetings of the Members), the provisions of this Article III, Section 13 shall control, including without limitation, provisions regarding elections, balloting, nomination, methods of voting, quorum, notice, and procedure.

Section 13. Action Taken Without a Meeting. Members may vote on actions that can be taken at a meeting of the Members, without the necessity of holding a meeting, as long as all Owners are given notice of the proposed action and a deadline by which their vote must be submitted to the Association. Such notice must be provided at least twenty (20) days prior to the date voting concludes and include a ballot to vote on the proposal. In order for such proposal to pass, the number of votes cast in favor of the proposal must be the same as that required to pass the proposal at a meeting of Members and all ballots cast in favor of the proposal must contain the same language regarding the proposal being voted upon. Such action may be taken by mail-in ballot, proxy, by dropping off the ballot in a voting box located at a location designated by the Board, by electronic ballot, or written instrument, voting options shall be determined by the Board and stated in the notice of said vote. The Board is authorized to determine when voting is to take place without a meeting or in advance of a meeting.

Section 14. Election Held in Advance of Annual Meeting. The Board of Directors may determine, in its sole discretion, to hold the election of Directors in advance of any in-person Annual Meeting or other Member meeting. In this event, the voting procedures of Article III, Section 13(b)-(c) hereof will apply, no voting shall take place at the Annual Meeting or other Member meeting, rather the election results shall be announced at the Annual Meeting or other Member meeting.

Section 15. Retention of Ballots. Following tabulation, ballots shall be sealed and kept with the office of the managing agent or the Association's attorney. Ballots shall not be unsealed except by a person performing a recount as provided for herein, or by court order. Ballots shall be retained until the next election of directors takes place, or for such further periods determined by the Board, but not to exceed four (4) years.

Section 16. Recount of Votes. Any member may, not later than the fifteenth (15th) day after the later of the date of any meeting of members at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes. A demand for a recount must be submitted in writing either:

(a) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate filed under Texas Property Code Section 209.004; or

(b) in person to the Association's managing agent as reflected on the latest management certificate filed under Section 209.004, or to the address to which absentee and proxy ballots are mailed.

The Association must estimate the costs for performance of the recount by a person qualified to tabulate votes as provided for herein and must send an invoice for the estimated costs to the requesting member at the member's last known address according to Association records not later than the twentieth (20th) day after the date the Association receives the member's demand for the recount. The member demanding a recount under this section must pay the invoice in full to the Association on or before the thirtieth (30th) day after the date the invoice is sent to the member. If the invoice is not paid by such deadline the member's demand for a recount is considered withdrawn and a recount is not required.

If the estimated costs are lesser or greater than the actual costs, the Association must send a final invoice to the member on or before the thirtieth (30th) business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the member, any additional amounts not paid to the

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Association before the thirtieth (30th) business day after the date the invoice is sent to the member may be added to the member's account as an assessment. If the estimated costs exceed the final invoice amount, the member is entitled to a refund. The refund shall be paid to the member at the time the final invoice is sent under this subsection.

Following receipt of payment of the invoice, the Association shall, at the expense of the member requesting the recount, retain for the purpose of performing the recount the services of a person qualified to tabulate votes as provided for herein. The Association shall enter into a contract for the services of a person who:

(a) is not a member of the association or related to a member of the association board within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code; and

(b) is a current or former county judge; county elections administrator; justice of the peace; or county voter registrar; or a person agreed on by the Association and each person requesting the recount.

On or before the thirtieth (30th) day after the date of receipt of payment for a recount, the recount must be completed and the Association must provide each member who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the requesting member for the cost of the recount not later than the thirtieth (30th) day after the date the results of the recount are provided. Any action taken by the Board of Directors in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE IV

Board of Directors

Section 1. Board of Directors. The affairs of this Association shall be managed by a Board consisting of five (5) Directors.

Section 2. Term of Office. At the 2019 annual meeting (at which two director positions will be up for election), one (1) director position will filled by the election of a director for three (3) years and one (1) position will be filled by the election of a director for two (2) years. The candidate receiving the most votes will be elected for the three year term. At the 2020 annual meeting (at which three director positions will be up for election), two (2) director positions will filled by the election of a director for three (3) years and one (1) position will be filled by the election of a director for one (1) year. The candidate receiving the third most votes will be elected for the one year term. Thereafter, all Board Members will be elected to serve three (3) year terms.

Section 3. Qualification and Nomination of Directors. No person is eligible to serve on the Board of Directors if they have been previously convicted of a felony or a crime of moral turpitude within the twenty (20) years preceding the election. A person may not serve on the Board of Directors if they cohabit at the same primary residence with another Director. Candidates for election to the Board shall be made as follows:

(a) At least 10 days before the date the Association disseminates absentee ballots or other ballots to members for purposes of voting in an election to the Board of Directors, the Association must provide notice to the members soliciting candidates interested in running for a position on the Board of Directors. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Association provides the notice.

(b) The notice required by Subsection (a) must be:

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(1) mailed to each member; **or**

(2) provided by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members:

(i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; **or**

(ii) on any Internet website maintained by the Association or other Internet media; **and**

(B) sending the notice by e-mail to each member who has registered an e-mail address with the Association.

(c)The Association shall include on each absentee ballot or other ballot for an election to the Board of Directors the name of each eligible candidate from whom the Association received a request to be placed on the ballot in accordance with this Section.

Section 4. Election. At the annual meeting of members, the members will elect directors from the slate of candidates nominated in accordance with Article IV, Section 3 hereof. There shall be no nominations from the floor.

Section 5. Removal. Un-excused absence from three (3) consecutive Board Meetings is deemed a de-facto resignation; and, a recall is permitted by a simple majority vote at a General Meeting.

Section 6. Vacancies. The remaining Board Members are to select a successor

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association, provided, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Contracts with Directors. The Association may enter into an enforceable contract with a current Director, a person related to a current association Director within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, a company in which a current Director has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Director within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, has a financial interest in at least 51 percent of profits only if the following conditions are satisfied:

(a) the Director, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director, relative, or company, if reasonably available in the community;

(b) the Director is not given access to the other bids, does not participate in any Board discussion regarding the contract, and does not vote on the award of the contract;

(c) the material facts regarding the relationship or interest with respect to the proposed contract are

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disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section; and

(d) the Board certifies that the other requirements of this subsection have been satisfied by a resolution approved by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section.

ARTICLE V
Meetings of Directors

Section 1. Board Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such frequency as the Board from time to time deems necessary. Meetings of Directors may be held at such places within Harris County, Texas, or a county adjacent to Harris County as may be designated by the Board of Directors. Meetings of the Directors may be held by electronic or telephonic means, provided that:

(a) each Director may hear and be heard by every other Director;

(b) except for any portion of the meeting conducted in executive session:

1. all members in attendance at the meeting may hear all Directors; and

2. members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and

(c) the notice of meeting includes instructions for members to access any communication method used or expected to be used by a Director to participate.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any Director after not less than seven (7) days notice to each Director which such notice may be waived at or prior to such meeting.

Section 3. Notice of Board Meetings to Directors. Notice of regularly scheduled meetings shall constitute sufficient notice to the Directors. For meetings that are not regularly scheduled and for Special Meetings, written notice shall be given to each Director by or at the instruction of the President, at least seven (7) days in advance of such meeting, stating the time, date and location (or instructions on how to access an electronic or telephonic meeting) to the mailing address or e-mail address of each Director, as reflected in the Association records. Attendance by a Director at any Board meeting shall constitute waiver of such notice.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Notice of Board Meetings to Members. Members shall be given notice of the date, hour, place and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. Such notice shall be either:

(a) mailed to each member at least ten (10), but not more than sixty (60) days, before the meeting date; **or**

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(b) provided at least 144 hours before the start of a regular Board meeting and at least 72 hours before the start of a Special Board meeting, by posting in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association Common Properties within the Subdivision OR posted on any internet website maintained by the Association or other internet media; AND by sending the notice by email to each member who has registered an email address with the Association (it is an member's duty to keep an updated email address registered with the Association).

Section 6. Open Meetings. Regular and special Board meetings must be open to members, subject to the right of the Board to convene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. The order of business shall be determined by the presiding Officer. Attending Members do not get a vote in Board meetings and are not entitled to address the Board at the meeting unless invited to do so by the Board.

Section 7. Executive Session Summary. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 8. Board Meeting Defined. A Board meeting means a deliberation between a quorum of the voting board of the Association, or between a quorum of the voting board and another person, during which Association business is considered and the Board takes formal action.

Section 9. Meeting or Action Taken Without Notice. Except as otherwise provided in this Section, the Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners under Article V, Section 5 hereof, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote. Any action taken without notice to members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. For actions taken over e-mail or other electronic communications, each Director must be copied on the e-mail or otherwise be provided the proposal and have an opportunity to express their opinion on the proposal and vote.

The board may not, except in an open and properly noticed meeting of the board of directors, consider or vote on:

(1) fines;
(2) damage assessments;
(3) initiation of foreclosure actions;
(4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
(5) increases in assessments;
(6) levying of special assessments;
(7) appeals from a denial of architectural control approval;
(8) suspending the right of a particular Owner before the owner has an opportunity to attend a Board meeting to present the Owner's position and defenses, on the issue.
(9) lending or borrowing money;
(10) the adoption or amendment of a dedicatory instrument;

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(11) the approval of an annual budget or an amendment to an annual budget;
(12) the sale or purchase of real property;
(13) the filling of a vacancy on the Board;
(14) the construction of capital improvement other than the repair, replacement, or enhancement of existing capital improvement; or
(15) the election of an officer.

ARTICLE VI
Powers and Duties of the Board of Directors

Section 1. Powers and Duties. The Board of Directors shall have power and duty to:

(a) keep complete records of all the affairs of the Association;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Deed Restrictions

(c) affix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Deed Restrictions, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the business of the corporation including all licenses, insurance, taxes or other charges legally levied or imposed against the property of the corporation;

(d) to acquire by gift, purchase or otherwise own, hold or improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation by vote in accordance with Article III, Section 12;

(e) to borrow money, to mortgage, pledge or hypothecate any or all of the corporation real or personal property as security for money borrowed or debts incurred by vote in accordance with Article III, Section 11;

(f) communicate to Members the affairs of the Association through newsletter, notices and general meetings.

(g) provide for the maintenance, repairs, preservation, upkeep, protection and operation of the Common Areas;

(h) any powers and duties exercised by the Association relating to maintenance, operations, repairing, construction or re-construction, may be contracted for with any qualified agent or contractor. In the performance of the powers and duties, the Association may engage the services of agents, independent contractors or employees to manage, operate, or perform all or any part of the affairs and business of the Association;

(i) have and to exercise any and all powers, rights and privileges which a corporation organized under a Non-Profit Corporation Law of the State of Texas, by law, may now or hereafter have or exercise;

(j) perform any other beneficial function deemed necessary or acceptable by the "Board" for the general well-being or improvement of the property of its members;

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(k) disperse funds in the function of social and civic benefit and betterment of ROSEWOOD HILL in the operations of improvement, maintenance and regulation of "Common Areas";

(l) establish and publish a budget each January;

(m) obtain and maintain blanket property and comprehensive public liability insurance.

Section 2. Architectural Control. To perform through an established committee the purpose of Architectural Control over all improvements of any type within the boundaries described as ROSEWOOD HILL as covered by the "Deed Restrictions" and to further enforce all said restrictions by any process legally at its disposal.

Section 3. Annexation. The corporation may annex additional property if said property is placed under or submitted to its jurisdiction and if said property is accepted as within its jurisdiction by a resolution of the Board and brought before a meeting of members and accepted through a vote (Article III, Section 11).

Section 4. Subsidiaries. The Association shall have the right to form one or more subsidiary corporations for any purpose deemed appropriate by a majority vote of the "Board" without limiting the generality of the foregoing one or more subsidiary corporations for the operations and maintenance in any specific area or to perform any function within the properties. Such subsidiary corporation shall be subject to all "Deed Restrictions" and Declarations of the By-Laws or Resolutions and may not take any action to lessen or abate the rights of the members.

ARTICLE VII
Officers and Their Duties

Section 1. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 2. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor is appointed, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. Duties. The duties of the officers of the Association are as follows, and such duties may be delegated to the Association's Management company to the extent permitted by the laws of the State of Texas:

(a) The President will preside over all "Board", "General and Special" Meetings; will be a member of "Covenants and Deed Restrictions Committee", will set the agenda with the assistance of the "Board" for all meetings; will report to the "Board" all business conducted in committees on which he or she serves.

(b) The Vice-President will preside over "Board", "General and Special" Meetings in the absence of the President; will assist in the affairs of the Association; will be a member of the "Management Committee"; will report to the "Board" all business conducted by the "Management Committee".

(c) The Secretary will keep minutes of all "Board", "Special" and "General" Meetings called; will maintain and review "Book of Resolutions"; will be a member of the "Communications Committee"; will report to the "Board" all business conducted by the "Communications Committee"; prepare a budget related to the affairs of the office of Secretary; and shall maintain an updated list of property owners.

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(d) The Treasurer will maintain all checking and savings accounts; shall be a member of the "Finance Committee"; shall oversee collection and recording of maintenance fees and will work with any outside service contracted to assist with same; shall report to the "Board" all business conducted by the "Finance Committee" shall prepare budgets for all committees yearly and present to the "Board" each January for approval.

(e) Member at Large: Shall carry forth duties as determined by the "Board"

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold officer for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any officer may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. No person shall simultaneously hold more than one office except the officer of Vice-President, Secretary, Treasurer and/or special offices created pursuant to Section 4 of this Article.

ARTICLE VIII
Committees

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Section 1. Covenants and Deed Restrictions: The President of the "Board" will be one member of this committee. The "Board" will appoint no less than two (2) additional "members" to this committee. The function of this committee will be to maintain and enforce by-laws, resolutions and Deed Restrictions.

Section 2. Management: The Vice President of the Board will be one member of this committee. The "Board" will appoint no less than three (3) additional "members" to this committee. The function of this committee is to manage and maintain all "Common Areas" and prepare a budget related to these functions.

Section 3. Communications: The Secretary of the "Board" will be one member of this committee. The "Board" shall appoint no less than three (3) "members" to this committee. The function of this committee is to publish no less than two (2) newsletters per year, send "Notices", maintain an up to- date property owner list, and prepare the budget related to these functions.

Section 4. Finance Committee: The Treasurer of the "Board" will be one member of this committee. The Board will appoint no less than one (1) additional member to this committee. The function of this committee is to establish budgets for all committees and to cany out responsible fiscal policy related to the affairs of ROSEWOOD HILL, and to insure the proper collection of maintenance fees and assessments, and to prepare a budget related to these functions.

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Section 5. Activities: The Member at Large of the "Board" will be a member of this committee. The "Board" will appoint no less than three (3) additional "members" to this committee. The function of this committee will be to plan and organize recreation and activities for the benefit of all ROSEWOOD HILL residents, to help organize community organizations (e.g. Garden Club, Yard of the Month Club, etc.), and to prepare a budget related to these functions.

Section 6. Architectural Control: The "Board" will appoint no less than three (3) members to this committee. The function of this committee is to approve all plans for improvements, enforce all restrictions and resolutions related to architectural control, and prepare a budget related to these functions.

Section 7. Term. Each Committee will function for one (1) year.

Section 8. Vacancies. Vacancies will be filled by appointment by the Board.

Section 9. General. Persons appointed to serve on a committee must be an Association member in good standing with membership and voting rights active. The Board of Directors shall have no obligation to appoint or maintain any committee in any given year; provided, however, that the Architectural Control Committee shall be appointed and maintained as required by the Declaration.

ARTICLE IX
Books and Records

The production and retention of the Association's Books and Records shall be made in accordance with the Association's duly adopted and recorded Records Production and Records Retention Policies as required by Chapter 209 of the Texas Property Code.

ARTICLE X
Assessments

Section 1. Maintenance Fees shall be collected annually in January or as set by the "Board".

Section 2. Increases of maintenance fees by the "Board" are limited to 15% annually without a vote of the members of the Association.

Section 3. Special assessments and/or larger maintenance fee increases shall be by Special Vote (Article III, Section 11).

Section 4. Delinquent accounts will be charged a late fee of $25.00 per month for each month dues remain delinquent as provided for in the "Deed Restrictions". The amount of the late fee may be adjusted from time to time by resolution of the Board of Directors, or amendment of these Bylaws.

ARTICLE XI
Amendments

Section 1. Amendments. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. These By-laws may also be amended by the Board (as authorized by Texas Business Organizations Code §22.102(c), or its successor statute) by a majority of the Directors present at an open Board meeting, properly noticed to the members at which a quorum of the Board is present.

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Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these by-Laws, the Declaration shall control.

ARTICLE XII
Miscellaneous

Section 1. Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Owners Easements of Enjoyment: Every owner shall have a right and easement of enjoyment into the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) Right of the Association to suspend an Owner's right to use the Common Area for any delinquent amounts owed to the Association or for violations of the Association's rules and regulations.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon a common area.

(c) Right of the Association to limit the number of guests of owners and to establish fees for guests usage of "Common Areas" and facilities.

Section 3. Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the "Common Areas" and facilities to the members of his family residing with him, his tenants or contract purchasers who reside on the property. Where an owner delegates to the tenant or contract purchaser, the owner and his family members surrender their right of enjoyment to the "Common Areas" and facilities.

Section 4. Delegation of Voting Rights: An owner may not delegate a voting right. He may, however, exercise his right by written, notarized proxy appointed by him.

Section 5. Parliamentary Rules. Simple parliamentary procedure, as made by the Board of Directors in its discretion, will govern the conduct of Association proceedings when not in conflict with applicable law, or the Association's Dedicatory Instruments, as that term is defined by Texas Property Code §209.002(4). No particular formality is required so long as the Board agrees on the procedure and the vote of each Director is clear.

Section 6. Owner's Mailing Address. It is the responsibility of each Owner to provide the Owner's mailing address and email address to the Association and to promptly notify the Association in the event the Owner's mailing or email address changes. In order to be effective, notice of the address change must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records bears the burden to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot in the Property or the last alternative address provided to the Association by the Owner (or a title company on behalf of the Owner) in writing. All

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notices to an Owner required by the Association's Dedicatory Instruments and/or applicable law shall be mailed to the Owner's last known mailing address. The failure of an Owner to receive a notice or to properly notify the Association of a change in an Owner's address shall in no way waive or negate the notice, or the Owner's obligations with respect to the notice, including the obligation to pay any amount due to the Association. An alternative address stated on a check or other form of payment submitted to the Association does not constitute notice of a change of the Owner's mailing address.

Section 7. Audit. An audit of the accounts of the Association will be performed by a qualified, independent certified public accountant as frequently as deemed necessary by the Board. Each audit will be in accordance with generally accepted auditing standards.

Section 8. Indemnification. The Association shall indemnify a Director or officer who was, is or is threatened to be named as a defendant or respondent in a claim or proceeding to the extent indemnification is consistent with the Texas Business Organizations Code.

Section 9. Invalidation. The invalidation of any term or provision of these Bylaws by a court of competent jurisdiction will not operate to void or otherwise invalidate the remaining terms and provisions hereof.

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Resolution 1: Be it resolved that the letter, describing decorative fences, from Jack Frey Properties, Inc. to the Board of Directors, Rosewood Hill HOA, dated July 21, 1999, concerning decorative fences is the official definition of same for purposes of Deed Restriction Enforcement of **Deed Restriction #5** regarding "decorative fences" for fences in front of the main dwelling of properties within the Rosewood Hill Subdivision. This letter states "a low fence, not to exceed two and one half feet (30") in height from the ground level, which is strictly ornamental in nature. Such fence may be constructed of wood pickets, wood split rail, plastic pickets, wrought iron or any other material and color which is approved by the architectural control committee. The solid fence material should occupy no more than one third of the surface area of the fence. The fence may not be contiguous with or attached to, or built or placed in the proximity of, any other fence of different design or height. The fence may not be backed with any kind of work, wire mesh, plastic mesh or any other kind of backing. The fence shall not function as a potential constraining fence for any animal or fowl. It was and is my intent that such fence possesses no utility other than to enhance the landscaping and visual appeal of the front of the main dwelling".

Resolution 2: Be it resolved that regarding **Deed Restriction #8** the Board of Directors has adopted the following Resolution to address unlicensed vehicles and unlicensed drivers on the streets, roads and common areas of Rosewood Hill Subdivision which have become an obnoxious activity. Unlicensed motorized vehicles whether battery or gas operated (i.e. ATV's, UTV's Golf Carts, Scooters, etc.) and/or unlicensed motor vehicle operators are prohibited on the roads and the road drainage easements of Rosewood Hill Subdivision. Motor vehicles of any type are prohibited in all parks and common areas, other than roads and designated parking areas, in Rosewood Hill Subdivision. Authority for Resolution 2 is contained in the official minutes of a special Board of Directors RHHA, which met on March 23, 2000.

Amendment to Resolution 2: By unanimous vote of the Board of Directors, be it resolved that Resolution 2 is hereby by AMENDED, ONLY to the extent to permit the operation of Golf Carts by licensed drivers only on the roads of Rosewood Hill. Authority for the amendment of Resolution 2 is contained in the official minutes of the meeting of the RHHA Board of Director's on October 13, 2020.

Resolution 3: Be it resolved that the Board of Directors has adopted the following Resolution to **By-Law Article XI Property Rights** to address the use of Rosewood Park Lake located in the front park. Swimming and Boating are prohibited in Rosewood Hill Lake. Fishing is allowed as CATCH AND RELEASE only Authority for Resolution 4 is contained in the official minutes of a special Board of Directors meeting, RHHA, of March 23, 2000.

Resolution 4: Animal Restraints & Removing Waste – Animals and pets may not become a nuisance or obnoxious per **Deed Restriction 8** including excessive barking, running loose, or waste removal to the occupants of neighboring property or to become a hazard to the health, welfare and well-being of the community.

Resolution 5: By unanimous vote of the Board of Directors during the Executive Session of the August 14, 2007 Board Meeting, the Board of Directors has adopted the following: Regarding **Deed Restriction 21 and By-law Article X, Section 4 "Delinquent Accounts"** – A per month late fee of $25.00 shall also be applied to any account which is delinquent beginning February 1 and continuing for each month account remains delinquent. At the discretion of the Board of Directors, delinquent accounts shall be charged either 9% interest per annum, $25.00 per month late fee, or both. Be it also resolved that "Maintenance Fees" shall be due no later than January 31 of each year.

Resolution 6: By unanimous vote of the Board of Directors during an Executive Session meeting on February 28, 2012, Be it resolved that the Board of Directors has adopted the following Resolution to further address **Deed Restrictions 7, 8, and 16** to address and include Garage Sales in Rosewood Hill: No "Garage Sale" shall be permitted in Rosewood Hill except during the specified dates and times as coordinated by the Rosewood Hill HOA. No signage shall be permitted within the easement and Right of Way of the Rosewood Hill entrance located at FM 2920. The Rosewood Hill HOA will place one (1) sign at the entrance of Rosewood Hill during the approved "Garage Sale" times of year as outlined above. The term "Garage Sale" shall include any other similar term such as "Yard Sale", "Rummage Sale", "Estate Sale", etc. Any resident who has a valid contract for the sale of their home may have only one (1) "Moving Sale" within one (1) month of moving and only with written approval of the Rosewood Hill HOA Board of Directors. Such approval must be obtained by submitting such request to the Clerical Coordinator who shall in turn submit the request to the Rosewood Hill HOA Board of Directors for approval.

Resolution 7: By unanimous vote of the Board of Directors during an Executive Session meeting on February 28, 2012, Be it resolved that the letter from Jack Frey Properties Inc. dated February 15, 2012 concerning fences for Lots 13 – 24 which back up to the Rosewood Hill Lake is hereby adopted as the official definition for the purpose of Deed Restriction Enforcement of **Deed Restriction #5** concerning fences of Lake lots in the Rosewood Hill Subdivision. This letter states "Only fences which are not higher than four (4) feet and are open and can be seen through shall be permitted for these Lots".

Resolution 8: Be it resolved that regarding **Deed Restriction #8 and #12,** the Board of Directors has unanimously adopted the following Resolution to prohibit roosters to be kept or maintained on any property or lot in Rosewood Hill. Authority for Resolution 8 is contained in the official minutes of the RHHA Board of Director's meeting on July 28, 2020.

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