

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Authorized Representative of Royal Oaks Residential Community Owners Association, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the instrument entitled "Dedicatory Instruments for Royal Oaks Residential Community Owners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Royal Oaks Residential Community Owners Association, Inc." recorded in the Official Public Records of Harris County, Texas under Clerk's File Nos. 2016-349684 and 2017-225922 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Certificate of Secretary of Royal Oaks Residential Community Association, Inc. regarding Board Resolution adopting Traffic Rules and Enforcement Policy.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 23rd day of April, 2018.

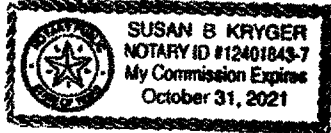
**ROYAL OAKS RESIDENTIAL COMMUNITY
OWNERS ASSOCIATION, INC.**

By: 
Cliff Davis, Authorized Representative

RP-2018-171623

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 23rd day of April, 2018 personally appeared Cliff Davis, Authorized Representative of Royal Oaks Residential Community Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.





Notary Public in and for the State of Texas

RP-2018-171623

Unofficial Copy

CERTIFICATE OF SECRETARY
of
ROYAL OAKS RESIDENTIAL COMMUNITY ASSOCIATION, INC.
regarding
BOARD RESOLUTION
adopting
TRAFFIC RULES AND ENFORCEMENT POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Kurt Prohl, Secretary of Royal Oaks Residential Community Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Association's Board of Directors (the "**Board**") duly called and held on the 20th day of April, 2018, with at least a majority of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

RECITALS

1. Article IV, Section 4.4, of the Declaration of Covenants, Conditions and Restrictions for Royal Oaks Residential Community recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. U257246 ("**Declaration**") provides, in pertinent part:

4.4 **Enforcement.** The Association may impose sanctions for violations of this Declaration, any Supplemental Declaration, the By-Laws, or rules in accordance with procedures set forth in the By-Laws, including imposing reasonable monetary fines...

2. Article III, Sections 3.16, 3.17 and 3.23, of the By-Laws of Royal Oaks Residential Community Owners Association, Inc. ("**By-Laws**") provide, in pertinent part:

3.16 **Powers.** The Board of Directors shall have all the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all the rights of the Association as set forth in the Declaration, these By-Laws, the Articles and as provided by law....

3.17 **Duties.** The duties of the Board shall include, without limitation:

- (f) Making and amending rules and regulations;
- (i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules adopted by it and bringing

RP-2018-171623

any proceedings which may be instituted on behalf of or against the Owners concerning the Association; ...

3.23 **Enforcement.** In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violator...

3. The Board desires to standardize the policies and procedures relating to traffic and parking in the Community by adopting this "Traffic Rules and Enforcement Policy."

WITNESSETH:

The Board hereby adopts the following Traffic Rules and Enforcement Policy:

TRAFFIC RULES and ENFORCEMENT POLICY

1. Definitions

Capitalized terms used in this Traffic Rules and Enforcement Policy have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated below. Some terms defined below are also defined in the Declaration; they are included in this Policy for convenience in reviewing and interpreting this Policy.

- 1.1 **Access Device.** Access Device refers to EZ Tags, dwellingLIVE passes, and any other approved means of granting access without interaction with Association personnel.
- 1.2 **Association.** Royal Oaks Residential Community Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- 1.3 **Board of Directors or Board.** The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as a board of directors under Texas corporate law.
- 1.4 **By-Laws.** The By-Laws of the Association, as amended or supplemented.
- 1.5 **Community.** Royal Oaks Residential Community.
- 1.6 **Courtesy Officer.** The subcontracted guards, and the Association's operations manager, security manager, and general manager.
- 1.7 **Curable Violation.** A violation that may continue for an indefinite period of time such as parking or non-compliance with submission of vehicle information.
- 1.8 **Declaration.** The Declaration of Covenants, Conditions, and Restrictions for Royal Oaks Residential Community, as amended or supplemented.

- 1.9 **Driver.** The operator of a Vehicle in the Community.
- 1.10 **Owner.** One or more Persons who hold record title to a Lot, but excluding in all cases a party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, unless the contract otherwise provides.
- 1.11 **Policy.** This Traffic Rules and Enforcement Policy for Royal Oaks Residential Community Association, Inc.
- 1.12 **Preferred Guest.** An individual who frequently enters the Community to see family or friends and has met the requirements of the Association to obtain an Access Device.
- 1.13. **Preferred Vendor.** An individual who frequently enters the Community for business purposes and has met the requirements of the Association to obtain an Access Device.
- 1.14 **Properties.** All real property subject to the Declaration and the jurisdiction of the Association.
- 1.15 **Resident.** (i) Each Owner residing in his/her residence; (ii) each person residing in a residence who is a bona fide tenant of the Owner of that residence; and (iii) each person residing in a residence other than an Owner or bona fide tenant.
- 1.16 **Rules.** The Rules set forth in Section 3 of this Policy.
- 1.17 **Ticket.** A written citation issued for a violation of the Rules.
- 1.18 **Uncurable Violation.** A violation that exists for only a short period of time such as speeding or failure to stop at a stop sign, or the operation of a Vehicle in a manner that poses a threat to public health or safety. The non-repetition of an Uncurable Violation is not considered an adequate remedy.
- 1.19 **Valid Driver's License.** A government issued license to operate motor vehicles recognized and accepted by the State of Texas.
- 1.20 **Vehicle.** A motorized vehicle of any type. This includes, but is not limited to, gas, electric, or battery powered vehicles.
- 1.21 **Visitor.** Any individual in the Community who is not a Resident. The term includes, but is not limited to, a Resident's invitees and guests, contractors, builders, service providers and delivery persons.

2. Introduction

The Board of Directors has adopted this Policy pursuant to the authority granted to it by the provisions of the Declaration and Bylaws. This Policy is adopted by the Board to facilitate objectives and the intent of the Declaration. All Owners, Residents and Visitors must comply with the Rules. Owners are responsible for and must insure that their Visitors comply with the Rules.

3. Rules

- 3.1 **Uncurable Violations.** Violations of Rules 3.1.1 through 3.1.19 are considered Uncurable Violations. Uncurable violations will be determined on a per person basis.
- 3.1.1 Each Driver must operate his/her Vehicle in accordance with Texas laws and the Rules. Each Driver must comply with all traffic, safety and stop signs.
- 3.1.2 The speed limit on all streets in the Community is twenty (20) miles per hour.
- 3.1.3 Each Driver must have a Valid Driver's License to operate a Vehicle in the Community and must present a Valid Driver's License to the Courtesy Officer for review upon request.
- 3.1.4 To the extent it is required by Texas law, a Vehicle must have a visible license plate and current registration sticker.
- 3.1.5 A Vehicle operator must yield and pull over as directed by Courtesy Officer. Courtesy Officer will motion a Vehicle operator to pull over by waving or following with flashing caution lights after observing a violation.
- 3.1.6 A Driver must cause his/her Vehicle to come to a full and complete stop at each stop sign.
- 3.1.7 A Driver may not cause his/her Vehicle to pass a moving Vehicle in the Community except that a golf cart or non-motorized vehicle, including but not limited to a bicycle, may be passed with caution if the golf cart or non-motorized vehicle is traveling less than fifteen (15) miles per hour.
- 3.1.8 A Driver must operate his/her Vehicle at a safe and reasonable distance behind another Vehicle. "Tailgating" on a street or closely following another Vehicle through a gate is prohibited.

- 3.1.9 Unauthorized entry through a gate by either a Vehicle or on foot without the use of a community registered Access Device is prohibited. All access without an Access Device must be through a manned gate with authorization verified by Courtesy Officer.
- 3.1.10 Drivers are required to at all times yield to pedestrian and bicycle traffic.
- 3.1.11 Sight obstruction. Given the number of Residents who walk, bicycle and drive golf carts in the Community, the operator of a Vehicle is required to slow at the intersection of each street and golf cart crossing, particularly if there is any type of sight obstruction.
- 3.1.12 Pedestrians are required to walk in the lane that is against the flow of vehicular traffic.
- 3.1.13 A bicycle or electric bicycle is required to be ridden with the flow of vehicular traffic.
- 3.1.14 Operation of a Vehicle in a manner which poses a threat to public health or safety is prohibited.
- 3.1.15 A Vehicle intended and designed for children is not permitted to be operated in the Community, other than on the Vehicle Owner's Lot. However, if the Vehicle is battery operated, has three (3) or more wheels, travels no faster than a walking adult, and a responsible adult is in immediate attendance on foot, such Vehicle may be operated on Common Areas of the Community.
- 3.1.16 A Vehicle capable of traveling faster than a walking adult must be operated by an individual who has a Valid Driver's License with the endorsements required for the operation of such Vehicle. An electric bicycle is not considered a Vehicle for the purposes of this Policy.
- 3.1.17 A Vehicle or bicycle of any kind may not be operated on any Lot unless the Owner of such Lot has granted express permission or it is the Vehicle Owner's Lot.
- 3.1.18 A Vehicle intended for off road use, including but not limited to, a dirt bike or ATV, is not permitted to be operated in the Community.
- 3.1.19 A Driver may not use a Vehicle or take any action to deliberately impede or interfere with the flow of traffic at the Community gates.

3.2 **Curable Violations.** Violations of Rules 3.2.1 through 3.2.2 are considered Curable Violations. Curable violations will be determined on a per Lot basis, and not per Vehicle or per individual.

3.2.1 Vehicle Information.

3.2.1.1 Residents must submit updated Vehicle information to the Association annually and any time a Resident's Vehicle information changes.

3.2.1.2 A Resident will be deemed in violation if the Vehicle information is not submitted within thirty (30) days of January 1st each year, or within thirty (30) days of transfer of ownership of a property.

3.2.2 Parking Regulations.

3.2.2.1 A parking violation must be cured within a reasonable time or further enforcement action will be taken. The Board of Directors has determined one (1) hour is a reasonable time period to cure a parking violation.

3.2.2.2 Each Resident should park his/her Vehicle in the Resident's garage or on the driveway of the residence rather than on the street, even during hours when street parking is permitted. A Vehicle parked on a driveway may not extend, to any extent, into a street.

3.2.2.3 Each Vehicle parked on a driveway must be parked so that either: (i) the front or rear of the Vehicle faces the garage or (ii) the front or rear of the Vehicle faces the street in front of the residence, as applicable. The intent of this section is to prohibit unorthodox parking on driveways (e.g., horizontal parking on a driveway in front of a garage).

3.2.2.4 Vehicle parking on a street in the Community between 2:00 a.m. and 5:00 a.m. is prohibited.

3.2.2.5 Each Vehicle parked on a street must be parked parallel to the curb and with the flow of traffic.

3.2.2.6 Parking a Vehicle "head on" into a curb or in a cul-de-sac is prohibited.

3.2.2.7 Contractors, builders, service providers and delivery drivers may not park a Vehicle parallel or substantially parallel to a Vehicle on the opposite side of the street. Parking in this manner impairs the flow of traffic and is prohibited.

3.2.2.8 No Vehicle may be parked adjacent to the curb of an esplanade.

RP-2018-171623

- 3.2.2.9 No Vehicle may be parked within three (3) feet of the curvature of a corner Lot.
- 3.2.2.10 No Vehicle may be parked within fifteen (15) feet of a fire hydrant.
- 3.2.2.11 No Vehicle may be parked within thirty (30) feet of any intersection or stop sign.
- 3.2.2.12 Parking a Vehicle in a manner that blocks or impairs the entrance to a building or access to a driveway or mailbox is prohibited.
- 3.2.2.13 Parking a trailer, boat, recreational vehicle, or camper that is not attached to a Vehicle by a trailer hitch in the Community is prohibited. A trailer, boat, recreational vehicle, or camper that is attached to a Vehicle by a trailer hitch may be parked in the Community only temporarily, which, for purposes of these Rules, means a period not exceeding twenty-four (24) hours.
- 3.2.2.14 Parking a Vehicle on private property without permission of the Resident is prohibited.
- 3.2.2.15 Parking a Vehicle in whole or in part in a yard or on an unpaved area of a Lot is prohibited.
- 3.2.2.16 Parking a Vehicle in a manner deemed to obstruct or impede the normal flow of vehicular, pedestrian, or bicycle traffic, or deemed to be unsightly as determined by the Board is prohibited.
- 3.2.2.17 The Board may grant temporary variances from these Rules as it deems appropriate in its sole discretion. If a temporary variance is granted, the Board may require the Driver to prominently display a parking pass or variance notice in or on the Vehicle for identification purposes.

4. Enforcement

- 4.1 **Ticketing.** For violations of the Rules, Tickets may be issued by the Courtesy Officer in the Community. Tickets will include: (i) the date of the violation, (ii) the name of the violator, (iii) the violator's address in the Community or, if the violator is a Visitor, the address in the Community of the Resident the violator is visiting, (iv) a description of the violation, and (v) the license plate state and number, and the make, model, year and color of the Vehicle. If the Ticket is for a Curable Violation, the Ticket will also state the time within which the Owner and/or Visitor has to had to cure the violation. A copy of each Ticket issued will be provided to the Association and a duplicate copy will be provided to the Owner as notice in accordance with Section 5.

4.2 **Escort of Unlicensed Drivers.** A Driver who is a Resident who does not possess a Valid Driver’s License will be escorted to his or her place of residence. A Ticket will be issued and notice will be given to the Owner of the residence in accordance with Section 5 of this Policy. If the Driver is not a resident of the Community, he or she will be escorted out of the Community. A Ticket will be issued and notice will be given to the Owner of the Lot the unlicensed Driver was visiting in accordance with Section 5 of this Policy.

4.3 **Sanctions.** Owners are responsible for the actions of all Residents of and Visitors to their Lot. All sanctions levied for violations by Residents and Visitors will be imposed upon the Owner; provided, however, persons servicing multiple properties will be sanctioned in accordance with Section 6.4, below. Sanctions for violations of this Policy are as follows:

4.3.1 **Fines.** Fines for violations of this policy are as follows:

The sanction for a violation of this Policy is a \$25.00 fine if no other violations have occurred within the past 365 days.

The sanction for a second violation of this Policy is a \$50.00 fine if one violation has occurred within the past 365 days.

The sanction for a third violation of this Policy is a \$100.00 fine if two violations have occurred within the past 365 days.

The sanction for a fourth violation of this Policy is a \$150.00 fine if three violations have occurred within the past 365 days.

The sanction for a fifth violation of this Policy is a \$200.00 fine if four violations have occurred within the past 365 days.

The sanction for a sixth violation of this Policy and for each violation thereafter is a \$250.00 fine if five or more violations have occurred within the past 365 days.

4.3.2 **Specific Assessments.** In accordance with Section 10.6 (3) of the Declaration, fines are “Specific Assessments” and are secured by the Association’s lien established in Section 10.8 of the Declaration. The Association must notify the Owner of the levy of the fine and the amount of the fine in accordance with Section 5, below. Payment of the fine is due within thirty (30) days of the date of the Association’s notice to the Owner.

4.3.3 **Deactivation of Access Devices.** If a violation is not cured and/or a fine is not paid within thirty (30) days of the due date, the Association may deactivate the Resident’s Access Device(s). Residents must use a

manned gate for ingress and egress to the Community while the Access Device(s) is not active. An attempt to enter the Community through the Resident entry lane with a deactivated Access Device is a separate violation of this Policy that may result in an additional fine. After all fines and a reactivation fee are paid, the Association will reactivate the Access Device. The Board will determine the amount of the reactivation fee.

4.3.4 **Suspension of Access to Visitors.** The Association may suspend access to the Community to a Visitor who receives two (2) or more Tickets for violations of this Policy resulting in fines to an Owner within a 365 day period. The suspension will continue until all fines assessed to the Owner have been paid and the Visitor meets with the Board or its designated representative at a time, place and location determined by the Association to discuss compliance with this Policy.

4.4 **Towing.** This Policy may be enforced by towing pursuant to Chapter 2308 of the Texas Occupations Code and any Towing Policy that may be approved by the Board of Directors.

4.5 **Lawsuit.** In addition to all other enforcement actions set forth in this Policy, the Association may file a lawsuit against a Resident for violations of the Policy. The lawsuit may seek injunctive relief, the recovery of damages, attorney's fees and expenses, and any other remedy available under Texas law. If expedited relief in the form of a temporary restraining order or temporary injunction is required, the Association may file suit without providing notice to the Resident.

5. **Notice.**

5.1 **Notice Requirements.** Prior to levying a fine for a violation of this Policy, notice must be given to an Owner for any violation of the Rules. If the notice is for an Uncurable Violation, the notice will not provide a time period to cure the violation and a fine may be assessed immediately after notice is given. If the notice is for a Curable Violation that does not pose a threat to public health or safety, the notice must also state a reasonable period of time within which the Owner and/or violator has or had to cure the violation and avoid a fine.

Multiple violations may be cited on one notice; for example, speeding and failure to stop at a stop sign. One violation will be considered the initial violation. Each additional violation on a notice will be considered a subsequent violation. Fines will be assessed in accordance with Section 4.3.1 and due within thirty (30) days of the date of the Notice to the Owner unless a hearing is requested within thirty (30) days.

Notice must: (a) describe the violation that is the basis for the fine; (b) notify the Owner that a fine will be levied, the amount of the fine, and the amount of fines for each subsequent violation of the Policy; (c) state the Owner may have special

RP-2018-171623

rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501, *et. seq.*; and (d) state the Owner has the right not later than the thirtieth (30th) day after the date of the notice to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Security Committee appointed by the Board. The notice will also state the Owner has the right to appeal the Security Committee's decisions to the Board by written notice to the Board. In addition, each notice will be sent to an Owner by verified mail to the Owner at the Owner's last known address as shown on the Association's records.

5.2 **Non-Owner Residents & Visitors.** If the Board deems it appropriate, the Association may also send any notice provided for in this section to a non-owner Resident or Visitor who violated the Policy.

5.3 **Hearing.** If an Owner timely requests a hearing before the Security Committee, the hearing will be scheduled within thirty (30) days of the date of the request. The Owner will be notified of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. No fine will be levied against the Owner until the conclusion of the scheduled hearing. However, if the Owner does not timely request a hearing before the Security Committee, a fine may be imposed in the manner described in the notice. The opportunity to cure the violation and avoid a fine is not required if the Owner was given notice and an opportunity to cure the same or a similar violation at any time within the preceding six (6) months. Upon levying the fine, the Association must give notice to the Owner of the levy.

6. **Additional Remedies.**

6.1 **Country Club Personnel & Visitors.** Members and employees of Royal Oaks Country Club will be provided notice or a copy of this Traffic Rules and Enforcement Policy by the Royal Oaks Country Club and sanctions may be levied in accordance with the fine schedule in Section 4. These fines will be communicated to the Royal Oaks Country Club, and will be paid as agreed between the Association and the Country Club.

6.2 **Informed Persons.** Owners are responsible for the actions of all Residents and Visitors to their Lot. Further, Owners are obligated to provide notice or a copy of this Policy to their Residents, Tenants, Preferred Guests and Preferred Vendors. Individuals who have received or should have received a copy of the policy will be deemed "Informed Persons." Notices of violations by Informed Persons will be given to the Owner in accordance with Section 5 and sanctions may be levied against the Owner in accordance with Section 4.

6.3 **Uninformed Persons.** Infrequent Visitors, guests of Country Club Members, or one-time service providers who have not been provided notice or a copy of this Policy will be deemed "Uninformed Persons." Uninformed Persons will be granted an automatic warning upon receipt of an initial Ticket. Upon receipt of

the initial Ticket, the individual will be considered an "Informed Person" and subject to the remedy process as stated in Section 6.2.

- 6.4 **Persons Servicing Multiple Properties.** Violations by drivers or contractors, such as post and package delivery providers, serving multiple properties will not be the responsibility of an individual Owner, but will be addressed by the Association.

[Signature page follows.]

Unofficial Copy

RP-2018-171623

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 20th day of APRIL, 2018.

ROYAL OAKS RESIDENTIAL COMMUNITY ASSOCIATION INC.

By: Kurt Prohl

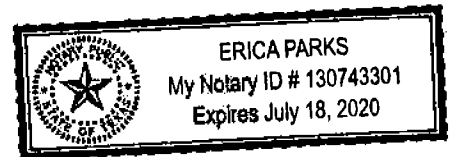
Printed: KURT PROHL

Its: SECRETARY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 20th day of APRIL, 2018 personally appeared KURT PROHL, Secretary of Royal Oaks Residential Community Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas



RP-2018-171623

RP-2018-171623
Pages 15
04/23/2018 11:34 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$68.00

RECORDERS MEMORANDUM

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

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

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-171623

Unofficial Copy