

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

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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.", "Supplemental Notice of Dedicatory Instruments for Royal Oaks Residential Community Owners Association, Inc.", "Supplemental Notice of 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. RP-2016-349684, RP-2017-225922, RP-2018-171623 and RP-2019-201600 ("**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 documents are Dedicatory Instruments governing the Association.

- **Bid Solicitation Policy for Royal Oaks Residential Community Owners Association, Inc.**
- **Certificate of Secretary of Royal Oaks Residential Community Owners Association, Inc. regarding Board Resolution Collection Policy and Payment Plan Guidelines.**
- **Texas Property Code Section 209 Hearing Policy for Royal Oaks Residential Community Owners Association, Inc.**
- **Display of Religious Items Policy for Royal Oaks Residential Community Owners Association, Inc.**

True and correct copies of such Dedicatory Instruments are 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 copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

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Executed on this 29<sup>th</sup> day of May, 2024.

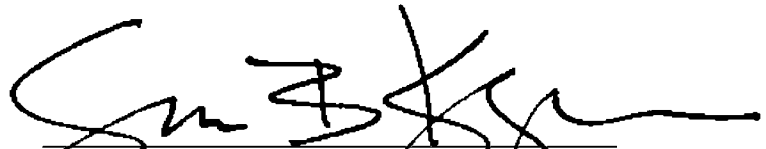
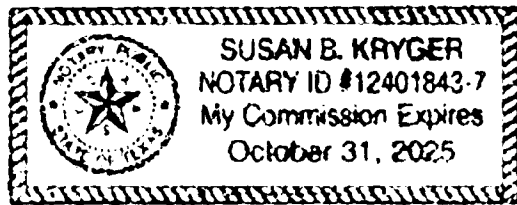
ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.



By: \_\_\_\_\_  
Ashley Koirtyohann, authorized representative

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 29<sup>th</sup> day of May, 2024 personally appeared Ashley Koirtyohann, 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 she executed the same for the purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

RP-2024-205800

**BID SOLICITATION POLICY**  
*for*  
**ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, Diana Duenning Gluckelt, Secretary of Royal Oaks Residential Community Owners Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 14 day of May, 2024, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this Bid Solicitation Policy is that property restricted by 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 Clerk's File No. U257546, as same has been or may be amended and/or supplemented from time to time ("**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 209.0052(c) of the Texas Property Code (the "**Code**") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors whom the Association may desire to contract with for Services (as defined below).
4. This Bid Solicitation Policy ("**Policy**") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**POLICY:**

For purposes of this Policy, "Services" include, by way of illustration and not limitation, management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services, and any other service which the Association may deem

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to be necessary to or desirable for the administration and maintenance of the Royal Oaks Residential Community.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (“Contractors”) in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** If the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the “Solicitation”).

b. The Board shall obtain multiple proposals for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of proposals to seek for the Services. If there is only one qualified Contractor who submits a proposal for the Services sought, there shall be no requirement to solicit multiple proposals.

c. The Board may implement deadlines by which Contractors must respond to a Solicitation for a proposal, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

d. **Evaluation.** The Board shall determine the method and criteria by which each proposal received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained, and past experiences with the Contractor. The Board shall have the sole discretion to determine which proposal to select, and the Board shall not be obligated to select the proposal with the lowest bid if the Board determines that a proposal with a higher bid will better meet the needs of the Association.

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e. Selection and Notification. The Board shall notify the Contractor whose bid was successful of its selection within a reasonable period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the selected Contractor may receive the notification. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

f. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

g. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

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

TO CERTIFY which witness my hand this the 24<sup>th</sup> day of MAY, 2024.

ROYAL OAKS RESIDENTIAL COMMUNITY  
OWNERS ASSOCIATION, INC.

By: Diana Dursling Gladwell

Printed: DIANA DURSILING GLADWELL

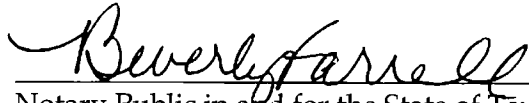
Its: Secretary

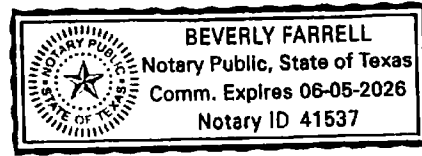
THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 24 day of May, 2024 personally appeared Diana Gladwell, Secretary of Royal Oaks Residential Community Owners Association, Inc., known to me to be the person whose name is subscribed

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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



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**CERTIFICATE OF SECRETARY**  
*of*  
**ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.**  
*regarding*  
**BOARD RESOLUTION**  
*adopting*  
**COLLECTION POLICY AND PAYMENT PLAN GUIDELINES**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, Diana Durning Gladwell, Secretary of Royal Oaks Residential Community Owners Association, Inc. ("Association"), do hereby certify that at a meeting of the Association's Board of Directors ("Board") duly called and held on the 14th day of May, 2024, 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. Pursuant to Sections 209.006, 209.0062, 209.0063, 209.0064, and 209.0094 of the Texas Property Code, the Board of the Association desires to adopt this Collection Policy and Payment Plan Guidelines ("**Policy**") for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and to identify the guidelines under which owners may request an alternative payment schedule for certain assessments.
2. The Board has determined it is in the best interest of the Association to adopt this Policy.

**WITNESSETH:**

The Board hereby adopts the following Collection Policy and Payment Plan Guidelines, which replace any previously recorded or implemented policy that addresses the subjects contained herein.

**I.     COLLECTION POLICY**

**1.     ASSESSMENT PERIOD**

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The Board has the duty of establishing and adopting an annual budget, in advance, for each calendar year of the Association covering the estimated costs of operation of the Association during each year.

2. **NOTICE**

The Board shall fix the amount of the annual assessment against each lot for the following year and send written notice of the assessment due to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines, or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice. Each owner shall have an obligation to notify the Association in writing of any change in address which shall become effective five days after written notice has been received.

3. **DUE DATE**

All assessments are due and payable on an annual basis, as determined by a majority of the Board for that assessment year. If any assessment due to the Association is not paid on the date when due, the assessment shall become delinquent thirty (30) days after the due date. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent, and the entire amount due may be transferred to a Payment Plan as set forth in Section II of this Policy.

4. **DELINQUENCY NOTIFICATION**

The Association may cause to be sent one or more of the following notification(s) to delinquent owners:

- a. **PAST DUE NOTICE**: If an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Past Due Notice), the Association may send a Past Due Notice via regular mail to each owner with a delinquent account setting forth all assessments, interest, and other amounts due, including any late fees that may be charged by the Association. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the assessment is due, including any previously imposed late fees, and that the owner is entitled to a Payment Plan as set forth in Section II of this Policy. **If an owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full.**
- b. **FINAL NOTICE**: If an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Final Notice), the Association may send a Final Notice via certified mail to each delinquent owner. The Final Notice may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the owner's last



known address as shown on the Association's records, as well as by any other method that the Board determines that the Final Notice may be received by the owner, including without limitation electronic mail. The Final Notice will set forth the following information and the result of failure to pay, including an explanation of:

- 1) AMOUNTS DUE: All delinquent assessments and other amounts due, including any late fees that may be charged by the Association, and the total amount of the payment required to make the account current.
- 2) OPTIONS: If the owner has a right to a Payment Plan, as set forth below, the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a payment plan through the Association.
- 3) PERIOD TO CURE: A period of at least forty-five (45) days for the owner to cure the delinquency before further collection action is taken;
- 4) HEARING: (a) Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the date the Final Notice is mailed to the owner.  
  
(b) If a hearing is requested within 45 days from the date the Final Notice is mailed to the owner, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than 30 days after receipt of owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board.
- 5) PAYMENT PLAN: The Final Notice will contain a statement that the entire remaining unpaid balance of the assessment, including any previously imposed late fees, is due and that the owner is entitled to a Payment Plan as set forth in Section II of this Policy. **If an owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full.**
- 6) COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within 45 days from the date the Final Notice is mailed to the owner, the owner's use of common properties may be suspended.
- 7) MILITARY NOTICE: If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

- c. TURNOVER TO COLLECTION AGENT/ATTORNEY: If a Final Notice is sent to an owner and a hearing is not requested within 45 days from the date the Final Notice is mailed to the owner, member privileges may be suspended, the account may be sent to a collection agent and/or the Association's attorney for collection and any fees and expenses may be charged to the owner's assessment account.

5. **REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY**

(a) Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting a judicial foreclosure action, and filing necessary claims, objections, and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

(b) As a prerequisite to foreclosure of the Association's lien, either the Association's attorney or the Association will send notification via certified mail to any holder of a lien of record on the owner's property whose lien is inferior or subordinate to the Association's lien as evidenced by a deed of trust. The notification may be also sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines that the notification may be received by such lien holder(s), including without limitation electronic mail. Said notice will provide such lien holder with the total amount of the delinquency giving rise to the foreclosure and an opportunity to cure before the sixty-first (61<sup>st</sup>) day after the day the notice is mailed.

(c) If the Association has determined to foreclose its lien as provided in the Declaration, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code.

6. **BANKRUPTCIES**

Upon receipt of any notice of a bankruptcy of an owner, the Association may turn over the account to the Association's attorney so that the Association's interests may be protected.

7. **REQUIRED ACTION**

Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

8. **PAYMENTS RETURNED NON-SUFFICIENT FUNDS**

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to

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Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

9. **LIEN FILING**

If the Association decides to file an assessment lien, before the Association files the assessment lien (as that term is defined in Texas Property Code Section 209.0094), the Association must:

- a. Send an initial notice of delinquency:
  - i. by first class mail to the owner's last known mailing address as reflected in the Association's records; *or*
  - ii. by e-mail to an e-mail address the owner has provided to the Association.

*and*
- b. Send a second notice of delinquency by certified mail, return receipt requested, to the owner's last known mailing address as reflected in the Association's records not earlier than the 30<sup>th</sup> day after notice is given under Subsection a(1).

II. **PAYMENT PLAN GUIDELINES**

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent assessments, or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. Any late fees imposed prior to a request for a Payment Plan may be made part of such Payment Plan at the discretion of the Board. The Payment Plan Schedule is as follows:

1. The term for the Payment Plan shall be determined at the discretion of the Board, but shall be no less than 3 months;
2. A Payment Plan may require equal monthly payments based on the number of months for such Payment Plan, with each payment due on the first day of each month;
3. Failure to pay the first monthly payment of the delinquent amount shall be considered a default of the Payment Plan;
4. An owner, upon written request, may request a longer period of time;
5. The Association is not required to enter into a Payment Plan with an owner who failed to honor the terms of a previous Payment Plan during the two (2) years following the owner's default under a previous Payment Plan;

6. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan;
7. The Association is not required to offer a Payment Plan to an owner after the 30 day period to cure the delinquency has expired;
8. The Association is not required to allow an owner to enter into a payment plan more than once in any 12-month period.

### **III. APPLICATION OF PAYMENTS**

- A. Except as provided in subsection B immediately below, a payment received by the Association shall be applied in the following order of priority:
  1. Any delinquent assessment;
  2. Any current assessment;
  3. Attorney's fees or third party collection costs incurred by the Association associated solely with assessments or other charge that can be the basis of foreclosure;
  4. Attorney's fees not subject to "3" above;
  5. Any other amount owed to the Association.
- B. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full, and the Association may begin further collection action as set out above. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:
  1. Interest and late fees due;
  2. Costs;
  3. Attorney fees;
  4. Late fees;
  5. Delinquent assessments;
  6. Current assessments; and
  7. Any other amount owed to the Association.

As to each category identified in this subsection B, payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on the owner's account.

[SIGNATURE PAGE FOLLOWS]

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**CERTIFICATE OF SECRETARY**

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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 24<sup>th</sup> day of May, 2024.

TO CERTIFY which witness my hand this the 24<sup>th</sup> day of May, 2024.

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

By: *Diana Gladwell*  
Printed: DIANA DURING-GADWELL  
Its: SECRETARY

STATE OF TEXAS

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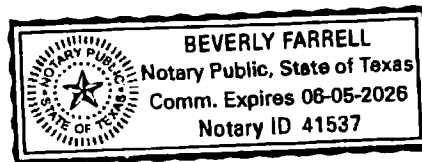
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COUNTY OF HARRIS

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BEFORE ME, the undersigned notary public, on this the 24 day of May, 2024 personally appeared Diana Gladwell, the Secretary of Royal Oaks Residential Community Association, Inc., known by 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 capacity therein expressed.

*Beverly Farrell*  
Notary Public - State of Texas



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## BOARD HEARING PARAMETERS

If an Owner requests a Board Hearing pursuant to the Texas Property Code and/or the Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

### I.

#### Definitions

- A. "ARC" means the Association's architectural review committee, as defined by Section 209.00505 of the Code. It shall include both the New Construction Committee ("NCC") and the Modifications Committee ("MC") of the Association.
- B. "ARC Notice" means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

### II.

#### Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.



- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

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**III.**  
**Additional Rules Applicable to Hearings in  
Connection with Denial of an ARC Application**

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:
- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
  - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

**IV.**  
**Additional Rules Applicable to Other Hearings**

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
  - b. suspension of an Owner's right to use the Common Areas;
  - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
  - d. charging an Owner for property damage;
  - e. deactivation of EZ Tags or Transponders; or
  - f. reporting of any delinquency of an Owner to a credit reporting service.

- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

*[The remainder of this page is intentionally left blank.]*

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 24<sup>th</sup> day of MAY, 2024.

ROYAL OAKS RESIDENTIAL COMMUNITY  
OWNERS ASSOCIATION, INC.

By: Diana Durning Gladwell

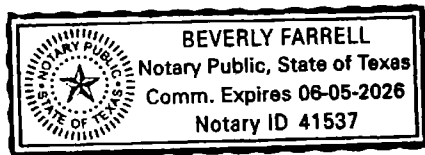
Printed: DIANA DURNING GLADWELL

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 24 day of May, 2024, personally appeared Diana Gladwell, Secretary 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.

Beverly Farrell  
Notary Public in and for the State of Texas



RP-2024-205800

**DISPLAY OF RELIGIOUS ITEMS POLICY**  
*for*  
**ROYAL OAKS RESIDENTIAL COMMUNITY OWNERS ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, DIANA DUNNING GLADWELL Secretary of Royal Oaks Residential Community Owners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 17 day of May, 2024, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this Display of Religious Items Policy is that property restricted by 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 Clerk's File No. U257546, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.
3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.
4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**POLICY:**

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

1. **Application Required.** Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an application must be submitted to the

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Association's Modifications Committee ("MC") and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

2. The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
  - a. owned or maintained by the Association; or
  - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

3. **Application Not Required.**

(a) Notwithstanding the foregoing, more than one or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require MC approval.

(b) Seasonal religious holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than 60 days before and 30 days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an MC application is required as set forth above

(c) Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

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

TO CERTIFY which witness my hand this the 24<sup>th</sup> day of May, 2024.

ROYAL OAKS RESIDENTIAL COMMUNITY  
OWNERS ASSOCIATION, INC.

By: Diana Gladwell

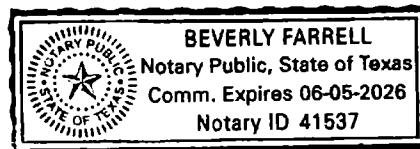
Printed: DIANA DUCALINE GLADWELL

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 24 day of May, 2024 personally appeared Diana Gladwell, Secretary 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.

Beverly Farrell  
Notary Public in and for the State of Texas



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# Pages 25  
06/06/2024 11:32 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$117.00

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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