

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine A. Zarate, who, being by me duly sworn according to law, stated the following under oath:

“My name is Catherine A. Zarate. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Eldridge Road Townhomes Association, Inc., a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto is the original of, or a true and correct copy of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: **1.) Restated Rules and Regulations Eldridge Road Townhomes Association, Inc.**

The documents attached hereto is subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) Reservations, Restrictions and Easements for Eldridge Road Townhomes recorded on September 2, 1975 under County Clerk’s File No. E529349 in the Official Public Records of Harris County, Texas.
- 2) Amendment to Reservations, Restrictions and Easements for Eldridge Road Townhomes Regarding Nonjudicial Foreclosure recorded on March 14, 1988, under County Clerk’s File No. L578993 in the Official Public Records of Harris County, Texas.
- 3) Amendment to Reservations, Restrictions and Easements for Eldridge Road Townhomes Regarding Discontinuing Services recorded on March 14, 1988, under County Clerk’s File No. L578994 in the Official Public Records of Harris County, Texas.
- 4) Amendment to Reservations, Restrictions and Easements for Eldridge Road Townhomes Regarding Special Assessment for Water recorded on March 14,

RP-2021-730589

1988, under County Clerk's File No. L578995 in the Official Public Records of Harris County, Texas.

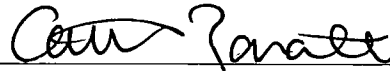
- 5) Amendment to Reservations, Restrictions and Easements for Eldridge Road Townhomes Regarding Owner Responsibility for Insurance recorded on August 5, 1991, under County Clerk's File No. N258748 in the Official Public Records of Harris County, Texas.
- 6) Amendment to Reservations, Restrictions and Easements for Eldridge Road Townhomes Regarding Late Charge recorded on August 5, 1991, under County Clerk's File No. N258749 in the Official Public Records of Harris County, Texas.
- 7) Amendment to Reservations, Restrictions and Easements for Eldridge Road Townhomes Regarding Owner Responsibility for Termite Inspection recorded on August 5, 1991, under County Clerk's File No. N258750 in the Official Public Records of Harris County, Texas.
- 8) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Guidelines for Display of Flags recorded on February 27, 2012, under County Clerk's File No. 20120082831 in the Official Public Records of Harris County, Texas.
- 9) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Payment Plan Policy Resolution recorded on February 27, 2012, under County Clerk's File No. 20120082834 in the Official Public Records of Harris County, Texas.
- 10) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Record Retention Policy Resolution recorded on February 27, 2012 under County Clerk's File No. 20120082841 in the Official Public Records of Harris County, Texas.
- 11) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Guidelines for Display of Certain Religious Items recorded on February 27, 2012 under County Clerk's File No. 20120082842 in the Official Public Records of Harris County, Texas.
- 12) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Open Records Policy Resolution recorded on February 27, 2012 under County Clerk's File No. 20120082843 in the Official Public Records of Harris County, Texas.
- 13) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Guidelines for Rainwater Recovery Systems recorded on February 27, 2012 under County Clerk's File No. 20120082844 in the Official Public Records of Harris County, Texas.
- 14) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Guidelines for Solar Energy Devices recorded on February 27,

2012 under County Clerk's File No. 20120082845 in the Official Public Records of Harris County, Texas.

- 15) Affidavit in Compliance with Section 202.006 of the Texas Property Code regarding the Guidelines for Roofing Materials recorded on February 27, 2012 under County Clerk's File No. 20120082847 in the Official Public Records of Harris County, Texas.
- 16) Affidavit in Compliance with Section 209.004 of the Texas Property Code regarding the Articles of Incorporation for Eldridge Road Townhomes Association, Inc. recorded on August 7, 2012, under County Clerk's File No. 20120355950 in the Official Public Records of Harris County, Texas.
- 17) Affidavit in Compliance with Section 209.004 of the Texas Property Code regarding the By-Laws of Eldridge Road Townhomes Association, Inc. recorded on August 7, 2012, in the Official Public Records of Harris County, Texas, under County Clerk's File No. 20120355952.
- 18) Affidavit in Compliance with Section 209.004 of the Texas Property Code regarding the Late Charge and Fee Application Resolution recorded on August 7, 2012 under County Clerk's File No. 20120355953 in the Official Public Records of Harris County, Texas.
- 19) Affidavit in Compliance with Section 209.004 of the Texas Property Code regarding the Insurance Resolution recorded on August 7, 2012 under County Clerk's File No. 20120355954 in the Official Public Records of Harris County, Texas.
- 20) Affidavit in Compliance with Section 209.004 of the Texas Property Code regarding the Termite Treatment and Repair Resolution recorded on August 7, 2012 under County Clerk's File No. 20120355955 in the Official Public Records of Harris County, Texas.
- 21) Affidavit in Compliance with Section 209.004 of the Texas Property Code regarding the Minutes of the Meeting of Directors of Eldridge Road Townhomes Association, Inc. recorded on August 7, 2012 under County Clerk's File No. 2012035596 , in the Official Public Records of Harris County, Texas.
- 22) A Resolution of the Eldridge Road Townhomes Association, Inc. in Houston, Harris County, Texas Naming and Appointing Christopher Nichols as Substitute Trustee to Act to Post All Notices and Conduct All Foreclosures Sales as May Be Directed by the Association recorded on June 21, 2018 under County Clerk's File No. RP-2018-274975 in the Official Public Records of Harris County, Texas.
- 23) Restated Reservations, Restrictions and Easements (or Declaration) for Eldridge Road Townhomes Association recorded on October 16, 2018 under County Clerk's File No. RP-2018-471936 in the Official Public Records of Harris County, Texas.

- 24) Restated Bylaws for Eldridge Road Townhomes Association recorded on October 16, 2018 under County Clerk's File No. RP-2018-471937 in the Official Public Records of Harris County, Texas.
- 25) Eldridge Road Townhomes Association, Inc. Assessment Collection Policy recorded on March 20, 2020 under County Clerk's File No. RP-2020-128257 in the Official Public Records of Harris County, Texas.
- 26) First Amendment to the Restated Reservations, Restrictions and Easements (or Declaration) for Eldridge Road Townhomes Association recorded on October 22, 2020 under County Clerk's File No. RP-2020-508981 in the Official Public Records of Harris County, Texas.

SIGNED on this the 20th day of December 2021.



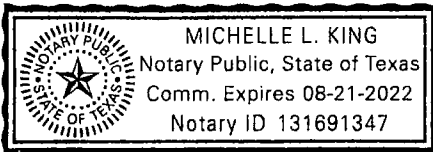
Printed Name: Catherine A. Zarate
Attorney/ Agent for Eldridge Road Townhomes Association, Inc.

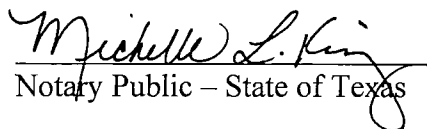
VERIFICATION

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine A. Zarate, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 20th day of December 2021.




 Notary Public – State of Texas

RECORDED BY:



6548 GREATWOOD PKWY.
 SUGAR LAND, TX 77479

RP-2021-730589

RESTATED

RULES AND REGULATIONS

ELDRIDGE ROAD TOWNHOMES
ASSOCIATION, INC.

RP-2021-730589

TABLE OF CONTENTS

1 ASSOCIATION RIGHTS TO MAKE RULES AND REGULATIONS.....3

2 FINES3

3 QUALITY OF LIFE4

4 PETS.....4

5 OVERALL APPEARANCE OF PROPERTY.....5

6 BALCONIES, PATIOS AND WINDOWS5

7 LEASING AND RESIDENTIAL USE OF UNITS5

8 VEHICLE AND PARKING RULES6

9 WATER, SEWAGE & DRAINAGE SERVICES.....8

10 OUTSIDE / INSIDE CHANGES.....8

11 TRASH, DEBRIS & GARBAGE8

RP-2021-730589

1 ASSOCIATION RIGHTS TO MAKE RULES AND REGULATIONS

- 1.1 The Board of Directors of Eldridge Road Townhomes has the right and responsibility to make rules and regulations, and set fines against violators per the Association Reservations, Restrictions and Easements. While some rules are mandated by public ordinances, all are intended to make the community a better place.
- 1.2 The Board of Directors shall have the right to modify and change the rules and regulations, and fines stated hereinafter from time to time as in its judgment may be needed to enhance the cleanliness and orderliness of the premises, and safety and comfort of the Owners.

2 FINES

2.1 All Owners are responsible for the instruction of their tenants, children and guests as to the provision of these rules and regulations. Fines for violation of these rules will be assessed against the Owner in accordance with the following schedule (2.1.1 to 2.1.4) and legal costs required to enforce the rules and fines will be assessed along with fines:

2.1.1	1st Violation of a rule	Warning to Owner/Tenant
2.1.2	2nd Violation of same rule	\$100 Fine
2.1.3	3rd Violation of same rule	\$200 Fine
2.1.4	4th Violation of same rule	\$300 Fine

2.2 The above fines shall be assessed to Owner accounts with the Association

RP-2021-730589

3 QUALITY OF LIFE

- 3.1 Residents shall exercise reasonable care to avoid making or permitting to be made loud or objectionable noises as it may disturb other residents. This includes but is not limited to noises from: stereos, TV, amplifiers, door slamming, gunfire, mechanical repairs, vehicle horn honking, engine revving and pets.
- 3.2 No business activities involving vendor sales of any kind shall be conducted out of any unit or upon any portion of the Common Property (or Area).
- 3.3 It shall be the responsibility of each Owner and/or their tenants (and not the Association), at their expense, to provide liability, theft and personal property damage / loss insurance for their townhomes and other personal property.
- 3.4 Any damage to a Common Property caused by an Owner, tenant, resident or guest will be repaired. The Owner will be assessed for all costs incurred for such repairs.
- 3.5 Common sidewalks, driveways and passageways shall not be obstructed or used by any Owner, resident, tenant or guest for any other purpose other than as an entrance or exit.
- 3.6 Owners, tenants, and residents are fully and solely responsible for the action(s) of their children and/or guests. The activities of minor children and/or guests of any age must be supervised by an adult. Owners/parents may be fined and/or charged for any damage caused by their children and/or guests.
- 3.7 As a concern for their safety, children must not be allowed to play in the parking areas, street or be allowed to climb on patios, balconies or fences.
- 3.8 Nothing shall be stowed in or upon the Common Property. Articles of personal property shall not be stored or kept upon the Common Area.
- 3.9 Each Owner is required to annually, and in case of a change in their contact information, update their correct contact information (residence address, email address and telephone numbers) for general contact and emergency purposes. This should be forwarded to the Managing Agent to file accordingly.

4 PETS

- 4.1 All dogs must be kept on a leash at all times. Otherwise any and all pets must be escorted by their Owner. No pet is allowed to roam free at any time.
- 4.2 Dogs and cats must not be allowed to defecate in the any Common Area and, if so, Owners must clean up after them. Per Section 6-24 of the Houston Department of Health and Human Services, The Pooper Scooper Law clearly indicates that dog and cat owners must remove all fecal material, deposited by the pets they own, on property they do not own, including neighbor's yards, city parks, school property, public right-of-way, etc.

4.3 For a detailed description of law and violation consequences, please see www.houstontx.gov/health/quicktips/scooperlaw.html

4.4 No pet may cause a nuisance to another Owner at any time.

5 OVERALL APPEARANCE OF PROPERTY

5.1 No sign(s) of any kind, other than realtor and Owner “for sale” or “for lease” signs and political signs in accordance with Texas Elections Code, shall be displayed to public view on or from any unit or in common areas.

5.2 Each Owner shall maintain his or her unit in good condition and in order, i.e. entryways, doors, windows, exterior siding, brick facing, soffits and fascia, patio and/or balcony spaces.

5.3 No items are to be aired or dried in public view at any time.

5.4 Litter and trash, including cans and newspaper, shall not be left in Common Areas nor collected on entryways, patios or balconies.

5.5 All garage and patio doors must be kept closed when not in use.

6 BALCONIES, PATIOS AND WINDOWS

6.1 Windows may not be covered with aluminum foil, newspapers, blankets or any item other than conventional drapes, shades or blinds. No interior window treatments shall be permitted if such treatments cause an unsightly condition of the exterior appearance of the building.

6.2 It is prohibited to hang or air dry clothes, towels, rugs, bedding or items of similar nature on the balconies or patios.

6.3 Broken and cracked glassed windows are the responsibility of the townhome Owner and must be replaced immediately.

6.4 Window fans and window air conditioner units are prohibited.

6.5 Maintenance / Replacement of window and door screens, guard rails and drain gutters are the responsibility of Owners.

7 LEASING AND RESIDENTIAL USE OF UNITS

7.1 Any lease agreement is subject to the provisions of the Governing Documents (Bylaws and Declaration a.k.a. Reservations, Restrictions and Easements) of the Association and a statement must be included in the lease to that effect.

7.2 All townhome units are single family dwellings thus the leasing of portions of townhome units to others who are not family members of an Owner or their

tenant shall be subject to Association review and approval.

- 7.3 An Owner shall provide any and all lessees of their townhome units with adequate garage parking to avoid their vehicles from having to use common property parking and thus being a nuisance to their neighbors.
- 7.4 All Townhome units are for residential use however it is permitted for residents to have a home office to carry out professional business services, i.e. legal, accounting, engineering, managing sales work, etc., as long as such services do not become a nuisance to other residents due to frequent visitation by clientele.
- 7.5 No Owner or their tenant shall conduct or permit the conduct of any commercial or noxious or offensive activity whatsoever upon or within their Townhouse or elsewhere upon the Property, nor shall he/she permit anything to be done on or within their Townhouse or elsewhere on the Property which is or may be an annoyance or nuisance to other Owners, their families or guests.
- 7.6 No Owner or their tenants shall use their residence as storefronts and storage areas to sell retail commercial goods for clientele.
- 7.7 Each Owner shall provide their tenants with copies of the Associations' Rules and Regulations prior to their move-in.

8 VEHICLE AND PARKING RULES

- 8.1 Parking within the Common Property is for Owners, their tenants and their guests and service personnel and shall be limited and restricted to available parking areas and spaces as well as being subject to the Rules and Regulations as may be adopted and modified from time to time by the Association's Board. Vehicles found violation of the herein below rules shall be subject to tow at the cost of the vehicle owner and/or operator.
- 8.2 Parking is available to only Owners, their tenants and guests, and not to others seeking temporary vehicle parking to access facilities outside of Eldridge Road Townhomes Association.
- 8.3 Owners, their tenants and guests using provided parking spaces by the Association due so at their own risk, without liability to the Association. Thus Eldridge Road Townhome Association is not responsible for theft and/or damage to any vehicle on Association property; this shall be the responsibility of Owners, Owner's tenants and/or their guests, and it is recommended that vehicle Owners verify appropriate coverage through their auto and/or homeowner's policies.
- 8.4 Motorcycles, bicycles and other vehicles are to be parked in designated parking areas or in Owner's property, i.e. garages, etc.
- 8.5 No vehicle shall be parked overnight next to your townhome garage door as this increase the potential for someone to hide between the building and the parked vehicle.

-
- 8.6 All residents shall park their vehicles within the garages of their residents and, as such, all Owners shall provide garage parking for the vehicles of all townhome residents.
- 8.7 Owners, or their tenants and guests, shall only temporarily park vehicles behind the townhome in which they are in residence or visiting so as to not inconvenience their neighbors and such temporarily parked vehicles (with hazard lights flashing) must adhere in common property ground parking restrictions, as stated herein, and if temporarily parked along the street behind garages must be parked within one (1) foot of the curb furthest from their garage door (either adjacent to the Turkey Creek embankment or the lawn area across the street from their garage) and within the side lot lines of their residence or the residence they are visiting (with hazard lights flashing).
- 8.8 Vehicles shall not park in non-parking zones (designated by yellow or red painted lines) or in such a manner that would obstruct or impeding the flow of traffic flow within Eldridge Road Townhomes' common property areas. The access street around Eldridge Road Townhomes must be kept clear at all times for emergency vehicle access, as well as for maintenance and service traffic.
- 8.9 Any vehicle that is deemed as a potential danger or hazard to Eldridge Road Townhomes, such as a vehicle leaking gasoline, is subject to immediate tow.
- 8.10 Vehicles parked on common property grounds must be in running condition. No inoperable vehicles such as those: illegally parked, partially disassembled, which have flat tires, expired registration or inspection tags may be left on the common property for a period in excess of seven (7) days; after which they will be subject to tow.
- 8.11 With the exception of brief and occasional routine maintenance of personal vehicles, repairs in common property areas are not permitted.
- 8.12 The speed limit is 15mph at all times on the access street for and around Eldridge Road Townhomes.
- 8.13 Available parking spaces shall be used for parking of only four (4) wheel passenger vehicle(s) or two (2) wheeled motorcycles.
- 8.14 Vehicles with more than two (2) axles are prohibited.
- 8.15 Boats, trailers, campers, recreational or commercial vehicles, etc. are prohibited from parking anywhere on the property.
- 8.16 Driving and parking motorized vehicles on sidewalks, in courtyards or unpaved areas is prohibited.
- 8.17 Trash dumpsters being used during townhome repair and remodeling activities may only be parked in certain areas if authorized and approved by the Association's Board.

RP-2021-730589

- 8.18 Owners, and their tenants and/or guests, shall comply with immediate written and/or verbal requests to move or relocate their vehicles when requested by the Association to facilitate maintenance and service activities being carried out
- 8.19 If a resident and/or their guests are requested, whether in writing or verbally, by a member of the Association Board to relocate or remove their vehicles from the Association grounds, whether for reason of an emergency, maintenance or service activities, due to parking violations, outstanding fines or outstanding assessments, they shall do so immediately.

9 WATER, SEWAGE & DRAINAGE SERVICES

- 9.1 Each townhome has a water meter, which is the responsibility of each Owner to maintain at their expense, which is periodically read in order to assess water usage for which each Owner shall be monthly billed.
- 9.2 Common area faucet water is only to be used for supply to the swimming pool or by landscapers hired by the Association; such faucets are not to be used by Owners, residents or lessees for any reason without permission of the Board of Directors.
- 9.3 A sewage and drainage fee, assessed by the City of Houston shall also be billed monthly and included with the water bill.

10 OUTSIDE / INSIDE CHANGES

- 10.1 Prior written approval of the Board is required for all changes made to the outside of any townhome. Failure to obtain such approval may result in any changes being required to be removed in order to restore to the original condition at Owner's expense. Outside changes include but are not limited to light fixtures, antennas, patio covers, fencing, trellises, awnings, storage sheds and satellite dishes.
- 10.2 No Owner, resident or lessee shall in anyway alter, modify, add to or otherwise perform any work whatsoever upon any of the Common Area, limited or general without prior consent or Board of Directors.

11 TRASH, DEBRIS & GARBAGE

- 11.1 All odor producing and food rubbish must be placed in sturdy plastic bags and placed in containers having lids. All other rubbish must be placed in a sturdy plastic bag.
- 11.2 All trash, debris and garbage shall be placed behind townhomes for collection on the street in way of and adjacent to their residence (not their neighbor's townhome units) and be placed close to their residence so as not to block vehicle traffic.
- 11.3 Trash, debris and rubbish containers must be stored inside townhome units,

i.e. garages, etc., and not left on Common Areas, sidewalks, etc., in visible sight.

11.4 Trash will be picked up twice weekly on designated days.

11.5 Eldridge Road Townhomes Association does not provide heavy trash haul services. Each Owner, resident or lessee is responsible for removing heavy trash, including but not limited to appliances, construction materials, etc., and it must be removed from the property within seven (7) days at Owner's expense.

RP-2021-730589
Pages 14
12/22/2021 10:30 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$66.00

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

RP-2021-730589