

**RULES AND REGULATIONS
FOR
POMONA RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

("ASSOCIATION")

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**Adopted by the
Board of Directors**

JUNE 18, 2015

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ARTICLE I

General Provisions

These Rules and Regulations (the "Regulations") for the Association are established by the Board of Directors, effective as of June 18, 2015 pursuant to the rule making and rule enforcement authority granted to the Board of Directors pursuant to the Governing Documents. These Regulations are in addition to the terms, provisions and covenants contained in the other Governing Documents. If there is a conflict among documents, the order of governing authority shall be as set forth in the Declaration. The Board of Directors is empowered to interpret, enforce, amend and repeal these Regulations.

The Association hereby grants a revocable license in favor of the Manager to interface with the Owners, Occupants, and other Persons described in these Regulations to effect the Association rights and obligations set forth herein, but not to grant any waivers, make any decisions or otherwise make any independent elections whatsoever beyond the actions specifically authorized by the Association. If the Association, in its sole and absolute discretion, elects to terminate this license in whole or in part, then immediately upon giving notice to the Manager, the license granted in the immediately preceding sentence shall terminate, and the Association may enforce its rights and obligations hereunder itself or through another designated Person. Any and all rules and requirements contained herein may be supplemented by the Board of Directors and shall become effective upon recording such new Regulations in the Real Property Records.

These Regulations are solely for the benefit of the Manager, Owners, Association, Board of Directors, as well as their successors, assigns and designees and are not for the benefit and may not be relied upon in any manner by any other Person. These Regulations do not intend to include or have enforced, nor shall the Association, Declarant, Manager, Board and each of their respective successors, assigns or Designees include in the future by amendment or supplement or enforce any provision in these Regulations or any other Governing Document that would prohibit or restrict an Owner in any manner in violation of Chapter 202 of the Texas Property Code entitled *Construction and Enforcement of Restrictive Covenants*, as amended, including Sections 202.007 and 202.009.

Rights and obligations of the Association may be exercised by the Association's designees, including the Manager. Any capitalized terms not defined herein shall have the meaning as set forth in the Declaration.

Section 1.1 Definitions.

The following terms are defined for use in these Regulations and those capitalized terms used in these Regulations but not expressly defined herein have the same meaning as defined in the Declaration or any Sub-Association declaration, as applicable:

"Association." Pomona Residential Community Association, Inc., a Texas nonprofit corporation organized under the Act and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents.

"Board of Directors." The Board of Directors of the Association.

"Contractor." Any party performing construction, repair, remodeling or other services for an Owner, Occupant or Association.

"Declarant." MC 288, LLC, a Delaware limited liability company located at 3090 Olive Street, Suite 300, Dallas Texas 75219, and any successor or assignee designated by written notice or assignment executed by the then Declarant and any successor or assignee designated by written notice or assignment executed by the then Declarant; provided, however, to the extent any rights or powers reserved to Declarant are transferred or assigned to the successor or assignee, such Person shall also execute the written notice of assignment.

"Declaration." That certain Declaration of Covenants, Conditions and Restrictions for Pomona Residential Community, recorded as Document No. 2015027167 in the Real Property Records of Brazoria County, Texas, as may be amended from time to time.

"Improvements." Any and all physical structures, facilities, alterations or changes of any type or nature made to or on any portion of the Property, Common Areas and Lots including any buildings, residences, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, utilities, fencing, antennae, walls, screens, landscaping, streetscapes, grading changes, park areas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls and grates existing or in the future placed on any portion of the Property, including all cable television, cellular phone, internet and other utility or communication installations or equipment or any other item visible from the outside of the Residence.

"Legal Requirements." Any restrictive covenants and any other matters of record and any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner's use and enjoyment of any portion of the Property or any Lot, including Environmental Laws, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier and health laws and regulations.

"Lot." Any plot or tract of land in the Property that is a platted lot as shown on a plat, as may be amended from time to time, approved by the City of Manvel, and recorded in the Real Property Records other than Common Areas.

"Manager" or "Management Office." The management staff in such staff's offices who are employees or independent contractors of the Association.

"Occupant." Person from time to time entitled to the use and occupancy of any portion of the Improvements on a Lot under an ownership right or any lease, sublease or other similar agreement in accordance with the terms of this Declaration and the Governing Documents.

"OTARD." This term shall have the meaning assigned to such term in Section 1.6(g)(iii) of these Regulations.

"Owner." Any Person (including Builders and Declarant) owning record title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Property." That certain real property located in the County and more particularly described on Exhibit A attached to the Declaration, together with all and singular the dedications, easements, restrictions and reservations shown or cited on a recorded plat or separate recorded document, the Easements and the rights and appurtenances pertaining thereto, including any Annexed Property as described in the Declaration.

"Recreational Facilities." Those certain facilities in the Common Areas including a recreational center, swimming pools, clubhouses, playgrounds, sports facilities and other areas designated for recreational activity.

"Regulations." These rules and regulations for the Property as the same may be adopted and amended from time to time by the Board, in accordance with the Governing Documents.

"Residence." A residential dwelling constructed on a Lot.

Section 1.2 Compliance.

(a) Compliance. Each Owner, Occupant and all guests and visitors and other Persons using or occupying a Lot belonging to an Owner or any other portion of property within the Property, shall comply with the provisions of the Governing Documents and all Legal Requirements of the Property, any of which may be revised from time to time. Each Owner shall be liable for damages to any Person or property for violations of the Governing Documents, whether the Owner commits the violation or guests, Occupants or other visitors of such Owner commit the violation. The regulations contained within any specific section herein shall not be interpreted to apply to the exclusion of other regulations contained in these Regulations which would logically apply to the same subject matter.

(b) Waiver. Circumstances may warrant waiver or variance of any provision of these Regulations. To obtain a waiver or variance, an Owner must make written application to the Association and/or the Architectural Control Committee, as applicable. The Association and Architectural Control Committee will consider such request and respond to the Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing from the Association and/or Architectural Control Committee, whichever is applicable and may be conditioned or otherwise limited. The variance or waiver of any provision of these Regulations by the Association or the Architectural Control Committee for the benefit of any particular Owner shall not be construed as a waiver of any provision of these Regulations in favor of any other Owner, nor shall any such waiver or variance prevent the Association and Architectural Control Committee from thereafter enforcing any provision of these Regulations against any or all of the Owners.

(c) Right to Enforce. The Association and the Architectural Control Committee have the right, not the obligation, to enforce these Regulations against any Person who owns or uses any portion of the Property, Lot, Common Areas or any other portion of real property governed by the Association.

Section 1.3 Obligations of Owners.

(a) Insurance. Each Owner is solely responsible for insuring its Lot and all Improvements thereon in accordance with Article IX of the Declaration, the Governing Documents and all Legal Requirements.

(b) Damage. Subject to the insurance provisions set forth in Article IX of the Declaration, an Owner is responsible for any loss or damage the Owner causes to a Lot and the personal property of other Owners.

(c) Personal Property Insurance. Owners and Occupants assume full risk and sole responsibility for placing insurance on such Owner's and Occupant's personal property. Each Owner is required to carry insurance on their respective personal property in accordance with the insurance provisions set forth in Article IX of the Declaration and the Governing Documents.

(d) Reimbursement for Enforcement. Each Owner shall reimburse the Association for any expense incurred by the Association to enforce the Governing Documents against such Owner or such Owner's Occupant or guest as provided in the Governing Documents.

(e) No Estate Sales. Without the Association's prior written permission, an Owner or Occupant may not conduct on such Owner's Lot a sale or activity that is advertised or attractive to the public, such as "estate sales," "yard sales" or "garage sales." This does not apply to marketing the sale of an Improvement on a Lot, unless combined with a prohibited activity. Notwithstanding the foregoing, the Association may, but is not obligated to, conduct community garage sale events in accordance with any rules and regulations the Association establishes and publishes for such events.

(f) Landscape and Exterior Maintenance.

(i) Landscaping. Owners shall landscape Lots in accordance with the Architectural Guidelines which set forth the allowed tree and shrub species. All landscaping located on any Lot will be properly maintained at all times by the Lot Owner. Further, each Owner must maintain an attractive ground cover or lawn on all yards visible from a street or alley, must prevent lawn weeds or grass from exceeding six inches in height, must mow the lawn at regular intervals, must edge street curbs, sidewalks, and driveways at regular intervals, and must promptly remove weeds, lawn clippings, and plant trimmings. Owners must maintain shrubs and trees visible from a street in an attractive manner, must replace plant material as needed to maintain the minimum landscaping requirements set forth in the Architectural Guidelines, must remove dead or dying trees, and must not plant vegetable gardens that are visible from the street. Landscaped areas will be irrigated with complete coverage, so that there are no areas of dead or brown vegetation. Front yard flower beds or planted islands may, in general, be expanded, re-shaped, and/or established, Landscape beds must use native and adaptive plants from the approved plant list in the Architectural Guidelines, requiring less water and giving consistency to the landscape palette in the Pomona community. At least 30% of the available front yard area and corner yard must have landscape bed coverage with the remaining 70% of the yard area being composed of grass or as otherwise set forth in the Architectural Guidelines. Borders of existing flower beds or extension of flower beds and other landscaped areas in front yards, shall consist of metal, fiberglass, masonry or cut rock edging material designed for such purpose. Plastic edging is not permitted in front yard areas. Edging should have a relatively uniform top edge and the use of sharp or exposed edges (such as brick or rock sunk at angles) is discouraged and will generally not be permitted. The Architectural Control Committee shall have sole discretion to determine to what constitutes a violation in this Section 1.3(f)(i).

(ii) Exterior Maintenance. All Improvements upon any Lot will at all times be kept in good condition, repaired and adequately maintained by the Lot Owner.

(A) Paint and Trim. Exterior siding and trim must be painted or stained, whichever is applicable, in accordance with the Architectural Guidelines, as often as necessary to prevent cracked, faded or peeling paint. Owners are required to repaint or restain exterior portions of an Improvement, if the front, back or side of such Improvement becomes visibly faded, mildewed, chipped, or cracked. No approval from the Architectural Control Committee is necessary if Owner will use the same color of stain or paint currently on the Improvement previously approved by Architectural Control Committee. If any Improvement, siding or trim was not originally painted, the exterior of same shall be maintained sufficiently so that it appears in good condition.

(B) Roofs and Garages. Roofs must be free from missing shingles and stains and any such missing or stained shingles shall be repaired or replaced, whichever is appropriate for proper repair of the roof. Garage doors must be painted or stained, whichever is applicable, in accordance with the Architectural Guidelines, as often as necessary to prevent cracked, faded or peeling paint and garage doors must be maintained in proper working condition, in good repair with no dents or other obvious damage and be fully functional.

(C) Retaining Walls. Maintenance, repair and replacement of retaining walls, when needed, shall be the responsibility of the Lot Owner on the higher side of the land on which the retaining wall resides and shall be performed by such Owner in accordance with the Architectural Guidelines.

(D) Failure to Maintain. Failure by an Owner to maintain and repair their Lots and Improvements in accordance with this Section 1.3 (f) shall be considered a violation of and shall be subject to fines as set forth in Article II of these Regulations. Declarant and the Association will have the right, but not the obligation, at any reasonable time to enter upon any Lot to replace, maintain, and

cultivate shrubs, trees, grass, or other plantings as deemed necessary and to paint, repair, or otherwise maintain any Improvements in need thereof, and to charge the cost thereof to the Lot Owner as set forth in Section 8.2 of the Declaration.

(g) Outdoor Cooking and Other Hazardous Activities. No activities shall be conducted or Improvements constructed on any Lot or on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm or fireworks shall be discharged upon any Lot or other portion of the Property, no open fires shall be lighted or permitted, including burning of leaves or trash, except as specifically set forth below and within well designed interior fireplaces.

(i) Fireworks. Notwithstanding the foregoing, no Person or organization shall use, discharge, cause to be discharged, ignite, detonate, or otherwise set in action any fireworks of any kind, except for fireworks displays arranged and sponsored by the Association and carried out by qualified pyrotechnics technicians. "Fireworks" includes a combustible substance or article designed to produce a visible or audible effect by combustion, explosion, or detonation, such as but not limited to firecrackers, skyrockets, roman candles, squibs, star shells, sparklers, and other devices within the common meaning of "fireworks".

(ii) Outdoor Cooking Equipment and Fire Elements. Gas grills, charcoal grills or other types of outdoor cooking equipment ("Outdoor Cooking Equipment") approved by the Architectural Control Committee are permitted and shall be located outdoors in fenced backyard areas and properly placed within a safe distance from other Improvements on a Lot when in use. When not in use, Outdoor Cooking Equipment may be stored in fenced backyard areas not visible from the street or in the garage on an Owner's Lot. Owners shall keep Outdoor Cooking Equipment in good working condition at all times which includes keeping such equipment clean, sturdy and free from gas leaks. Owners shall practice proper care, safety and caution at all times when using any Outdoor Cooking Equipment. Outdoor fireplaces and freestanding outdoor fireplace elements such as fire pits, fire tables, fire bowls and chimineas used for recreational purposes ("Outdoor Fireplaces") may be permitted on Lots subject to the prior review and approval of the Architectural Control Committee and must comply with all City of Manvel guidelines. The Architectural Control Committee shall have the absolute and exclusive right, power and authority to i) designate the location of and require certain specifications for any Outdoor Cooking Equipment and Outdoor Fireplace and ii) establish rules for the use and maintenance of the Outdoor Cooking Equipment and Outdoor Fireplaces in addition to those set forth in these Regulations in order to promote fire safety on the Lots and Property. No approved Outdoor Cooking Equipment or Outdoor Fireplace shall be used for any purpose other than that for which it was intended. Burning trash or other material foreign to any Outdoor Fireplace is strictly prohibited.

(h) Drainage Ways. All Owners shall maintain swales or culverts which are part of the Pomona community drainage system located on their Lots. If an Owner fails to properly maintain such drainage ways, the Declarant, during the Declarant Control Period or the Association may undertake such maintenance and assess the costs to the appropriate Owners as set forth in Section 8.2 the Declaration.

Section 1.4 Community Etiquette in the Property.

(a) Courtesy. Each Owner will endeavor to use such Owner's property and any portion of the Common Areas in a manner calculated to respect the rights and privileges of other Owners and users in the Property. Each Owner and Occupant will refrain from conduct that may reasonably be expected to materially endanger the health or safety, annoy, harass, inconvenience, embarrass or offend the average person or other users of the Common Areas, including employees of the Association, or to reduce the desirability of the Property as a residential and/or mixed use community. Owners, Occupants, guests and visitors shall abide by all posted

rules on the Property set forth by the Association conditioning the use of the Common Areas, including but not limited to the use of the Recreational Facilities.

(b) Visitors. Each Owner will endeavor to inform its guests and visitors of the Regulations and cause such guests to use such Owner's property, the Common Areas, the Recreational Facilities and any portion of any other property within the Property in accordance herewith. As set forth in Section 1.2(a) of these Regulations, Owner shall be responsible for any damage caused by guests as a result of a violation committed by such guests.

(c) Code of Conduct. All Owners will conduct themselves in a civil manner when dealing with the Association, Board of Directors and Architectural Control Committee and each of their Designees and other Owners or Occupants. In return, such Owners are due the same courtesy and civility. The following actions are expressly prohibited: (i) verbal abuse; (ii) insults and derogatory name-calling; (iii) cursing; (iv) aggressive or threatening behavior; (v) hostile touching or physical contact; (vi) sexual harassment; (vii) publicly posting correspondence and (viii) phone calls, emails or other communications that are designed-- by their tone, time or frequency -- to harass or intimidate.

(d) Employees. An Owner or Occupant may not instruct, direct or supervise, or interfere with the performance of duties by employees or agents of the Association or of other Owners (including the Manager and its employees and agents), unless directed to do so by the Association (with respect to the Association's employees or agents).

(e) No Hiring of Employees. The employees and agents of the Association and Manager are not permitted or authorized to render personal services to Owners and Occupants, including but not limited to performing services such as walking or caring for pets. Owners and Occupants will not request or encourage employees or agents to violate this provision. Emergency situations or requests through the Manager for staff assistance, at such Owner's or Occupant's expense, should be addressed directly to the Manager.

(f) Communications among Owners. The Association balances the right of members of the Association to communicate with each other against the desire of Persons to be free of uninvited solicitations and misleading communications. To achieve that balance, oral and written communications that are intended for delivery to more than one Owner are subject to this Section 1.4(f).

(i) Without the Board of Director's prior written permission, Owners, Occupants and other Persons may not communicate with other Owners and Occupants in a manner that may give the impression of having been approved or sanctioned by the Association. In communicating with Owners and Occupants, the issuer should identify himself and state that the communication has not been sanctioned by the Association.

(ii) Without the Board of Director's prior written permission, Owners, Occupants and other Persons may not distribute handbills, flyers, brochures or hand deliver written communications to mailboxes, Residence doors or car windshields within the Property.

(iii) Without the Board of Director's prior written permission, Owners, Occupants and other Persons may not solicit information, endorsements or money from other Owners or Occupants, or circulate petitions, except via the U.S. mail.

(g) Reception Interference. Owners and Occupants will avoid doing or permitting any action, activity or equipment that may unreasonably interfere with the television, radio, telephonic or electronic reception on other Lots, Common Areas, Recreational Facilities or other applicable areas within the Property.

(h) Trails and Wildlife. The parks, creeks, greenways, trail areas, and other Common Areas of the Property are habitat areas for numerous species of animals, reptiles and insects. Users of these areas are advised to exercise caution and vigilance in the use of such areas as they may encounter wildlife. Users of these areas shall also exercise care not to damage or destroy natural habitat areas for wildlife. The following rules apply to trails and surrounding open spaces areas on the Property:

(i) All pets must be on a leash and pet waste must be removed and deposited in waste receptacles provided on the Property;

(ii) No motorized vehicles are allowed on the trail areas including but not limited to golf carts, motorized scooters or motorcycles. Motorized wheelchairs are permitted;

(iii) Littering, dumping and firearms are prohibited;

(iv) Loud speakers and music are prohibited, unless approved in advance in writing by the Association;

(v) No fires of any type, including ground fires and contained wood or charcoal fires are permitted unless approved in advance in writing by the Association;

(vi) No soliciting is allowed and no service or item may be rented or sold except as set forth in a concession contract approved by the Board;

(vii) Trail use is limited to running, walking, biking and non-motorized scooters. Safety and caution must be exercised at all times and bikes must yield to all other trail users;

(viii) Trails and adjacent open space areas are open from 5:30 am to 11:00 pm;

(ix) Golfing is not permitted on park or common area property;

(x) In emergency situations, Owners shall call 911.

(i) Smoking. Smoking is prohibited in the Recreational Facilities.

(j) Nuisance. No Owner, Occupant or any other Person shall cause a nuisance within the Property including acts or conditions which i) unreasonably interfere with other Owners' use and enjoyment of their Lots, the Common Areas, the Recreational Facilities and the Property or ii) impair the condition, value and desirability of Lots, the Common Areas, the Recreational Facilities and the Property. Nuisances include, but are not limited to:

(i) Exterior Lighting. Light sources on a Lot shall not be obtrusive, cause spillover light onto neighboring Lots or create a glare onto neighboring Lots or any other portion of the Property. Lighting installed on a Lot shall be of the same nature as and consistent with residential lighting standards common to residential properties comparable to Residences in the Property.

(ii) Noise and Odors. Subject to the provisions of these Regulations allowing construction, Owners and Occupants will exercise reasonable care to avoid making or creating loud, disturbing or objectionable noises or noxious odors that are likely to disturb other Owners.

(iii) Rubbish and Debris. No rubbish or debris shall be placed, dumped, permitted to accumulate or create odor on a Lot or any portion of the Property so as to render any portion of a Lot or

the Property as unsanitary, unsightly, offensive or detrimental to any other portion of the Property or Owners.

(iv) Storage. No items shall be stored on front porches, driveways, side yards or where visible from the street. Prohibited items include but are not limited to bricks, stone, mulch bags, toys, boats, furniture, grills, tools or equipment.

Section 1.5 Leases.

(a) Leasing of Residences. Each Owner may lease its Residence.

(b) Subject to Documents. The mere execution of a lease for a Residence subjects Occupants and related Persons to all pertinent provisions of the Governing Documents to the same extent as if such Occupant and Persons were an Owner; provided that, and notwithstanding the foregoing or any provision of the lease between an Owner and its Occupant, an Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable under and pursuant to the Governing Documents. The Owner is responsible for providing such Owner's Occupant with the Governing Documents and notifying such Occupant of any changes. The Association shall have no duty to notify Occupants concerning any Legal Requirement. The Association may, but is not obligated to, send notices of violations by an Occupant to both the Occupant and to the Owner. Whether or not it is so stated in the lease, an Occupant's violation of the Governing Documents is deemed to be a material default of the lease for which Owner has all available remedies at law or equity.

(c) Occupant Communications. Owners shall instruct their Occupants to channel all communications to the Owner, except in cases of emergency matters which shall be directed by the Occupant to the Manager.

(d) For Lease Signs. No sign may advertise any Lot within the Property for lease or for rent, including signs displayed in the window of any Residence or vehicle.

Section 1.6 General Use of Lots.

(a) Lots. The uses allowed in the Property for various Lots shall be in accordance with Article III of the Declaration and any other portion of the Governing Documents, as applicable.

(b) Temporary and Accessory Structures. No temporary dwelling, shop, trailer, mobile home, any improvement of a temporary nature or accessory structure including but not limited to play structures, dog houses and storage sheds shall be permitted on a Lot without the prior written approval of the Association or Architectural Control Committee, as applicable. Notwithstanding the foregoing, certain structures may be permitted in accordance with those terms and conditions related thereto specifically set forth in the Architectural Guidelines, as amended from time to time.

(c) Water Features. Before installation of fountains, ponds, pools, hot tubs, spas, whirlpools or Jacuzzis (portable or permanently installed), an Owner must obtain prior written approval of the Architectural Control Committee pursuant to Article XII of the Declaration. This rule does not apply to customary bathtub fixtures installed pursuant to all applicable Legal Requirements.

(d) Commercial Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any residential Lot. Notwithstanding the foregoing, an Owner or Occupant of a Residence may conduct business activities within a Residence so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (2) the business activity conforms to all zoning requirements; (3) the business activity does not involve door-to-door solicitation of Owners within the Property; (4) the business does not, in the Board's

judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Residences in which no business activity is being conducted; and (5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents in the Property as may be determined in the sole discretion of the Board. This subsection shall not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing a Residence for resale to a third party. Declarant, in connection with its development of the Property and sale of Lots, shall have the right to maintain on any Lot or Lot(s) model homes, temporary or permanent sales and marketing centers and offices, construction trailers, concrete washout lots and conduct open houses or other marketing events, to which the general public may be invited until such Lot is purchased by an individual who intends to reside thereon.

(e) Water Cut-Off. Except as allowed by the Governing Documents or in the case of an emergency, no Owner or other Person may interfere with or interrupt the water lines in the Property, including water lines to any Lot, without the prior knowledge and cooperation of the Association.

(f) Report Malfunctions. An Owner shall immediately upon discovery, report any leak, break or malfunction in the Common Areas, Recreational Facilities, portion of its Lot that may affect other Lots or any other portion of the Property to the Manager and the Manager shall communicate with such Owner and any other Owners such leaks, breaks, malfunctions or other repair needs as may be appropriate to effectuate the proper repair.

(g) Cable/Satellite.

(i) An Owner who subscribes directly to cable or satellite service is solely responsible for the cost and maintenance of the subscription and the appurtenant equipment; provided that no antennas or satellite dishes may be installed except in compliance with these Regulations.

(ii) The Association and Manager shall not prohibit the installation, maintenance or use of antennas used to receive those video programming or fixed wireless services described in the Over-the-Air Reception Device Rule ("OTARD") adopted by the Federal Communications Commission. An Owner shall be permitted to install or maintain an antenna permitted by OTARD within those areas of such Owner's Lot that are in Owner's exclusive use and control, subject to reasonable safety rules established by the Association from time to time; provided, however, that no such antenna or related structures shall be erected on or fastened to any area other than on the Improvement itself and in such a manner to minimize visual intrusion from the street or any adjacent Lot. Any uncertainty as to the proper height or placement of antenna or related structures should be addressed by referring to the Architectural Guidelines, as amended or inquiry to the Architectural Control Committee.

(h) Signage; Advertising. Subject to the provisions of any permitted easements in the Property and the Signage Rights set forth in the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any Lot or Improvement within the Property. Notwithstanding the foregoing, the following signage is allowed:

(i) For Sale Signs. An Owner may erect one sign not more than six square feet advertising the Lot for sale. As set forth in Section 1.5(d) of these Regulations, signs for the lease of all or any portion of a Lot within the Property are strictly prohibited.

(ii) Declarant and Homebuilder. Signs or billboards may be erected by the Declarant or any Homebuilder as mutually agreed to between Declarant and Builder.

(iii) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, up to one sign for each candidate, party, issue or proposal, provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. Political Signs may not be more than four feet by six feet.

(iv) For Lease Signs. No sign may advertise any Lot within the Property for lease or for rent, including signs displayed in the window of any Residence or vehicle.

(i) Holiday Decorations. Owners of residential Lots may display religious, cultural, and holiday decorations in and on Residences subject to the Association's right to regulate the time, place and manner of displays that are visible from the street which right shall be exercised in strict accordance with the Act. Holiday decorations, including lighting displays, are permitted inside windows, on the exterior of homes, and on front yards, provided: (i) they are to scale or proportionate to the size and setback of the homes; (ii) they do not create a noise, appearance, or light disturbance for other Lot Owners; (iii) they are appropriate for the holiday; (iv) they are installed no earlier than thirty days before the holiday and are removed within seven days after the holiday, except that Christmas decorations may be maintained from Thanksgiving to January 15 of each year and Fall decorations may be maintained from October 1 to December 1.

(j) Screening. The following items must be screened from the view of the street and neighboring Lots and Residences, if any of these items exist on the Lot (i) air conditioning equipment; (ii) satellite reception equipment; (iii) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (iv) yard maintenance equipment; (v) wood piles, compost piles, stone or brick; (vi) garbage cans and refuse containers; (vii) rain barrels; and (viii) anything determined by the Board, Association or Manager to be unsightly or inappropriate for the Property. Screening may be achieved with fencing or otherwise pursuant to and in accordance with the Architectural Guidelines. Fences used for screening must be stained the approved color set forth in the Architectural Guidelines, constructed to match the back and side yard fence and be maintained in good condition. "Screened from view" means the view of any person from a passenger vehicle driving on a street or alley or the view of a person of average height standing in the middle of the yard of an adjoining Lot.

(k) Window Air Conditioning Units. No window heating or air conditioning units shall be installed within any Improvement.

(l) Trash Disposal.

(i) General Duty. Owners, Occupants and all Persons will endeavor to keep the Lots, Common Areas, Recreational Facilities and all property within the Property clean, will dispose of all refuse and trash (except as set forth in these Regulations) in receptacles for that purpose, will not litter any property, will place lighted or smoldering items, including cigarettes where smoking is permitted, only in designated containers (and not in general trash receptacles) and will not store trash in a manner that unreasonably permits the spread of fire, odors or seepage or encouragement of vermin. If the Association shall provide or designate a service for picking up refuse and garbage, the cost and expense of such service shall be payable by the Owners pursuant to the Budget as set forth in the Declaration.

(ii) Trash Can Storage. Recycling and trash collection containers shall be stored within the garage or hidden from view at all times, except for the following: containers may be placed at the curb after 6:00pm the day before collection and must be removed from curb by 8:00pm the day of collection.

(iii) Specific Rules. Owners and all Persons must place trash in a sealed or tied container or bag before putting it in the trash receptacle specified by the waste collection service designated for the Property. Trash must be stored in locations screened from the street. Trash receptacles may not be placed

out for pick up before 6:00 p.m. the day prior to pick up and may not be left out in such place on any other day for any other reason.

(m) Yard Decor. All portions of a Lot that are visible from the street or from neighboring Lots, including yards, porches, entry areas, sidewalks, driveways, windows, window sills, chimneys (hereinafter collectively referred to in this Section 1.6(m) as the "Yard") are subject to the Architectural Guidelines in addition to the Architectural Control Committee's review of (including without limitation) the shape of pruned shrubs, the number, shapes and uses of flower beds and the integration of objects such as wheelbarrows, boulders, and driftwood and other elements into landscaping.

The construction of arbors, patio covers and decks and the use of decorative items, sculptures, fountains, flags or similar type items ("Yard Art") on any portion of the Yard is prohibited without prior written approval of the Architectural Control Committee unless (i) the item is expressly permitted by the Architectural Guidelines or any other Governing Documents, (ii) the item is placed within a fenced portion of the Yard, (iii) the item is no taller than the fence *and* (iv) the fence blocks the view of the item at street level. Notwithstanding the foregoing, Yard Art shall comply with the following restrictions and any other restrictions established by the Architectural Control Committee: (a) Yard Art is generally discouraged; (b) objects must be tasteful in design as determined by the Architectural Control Committee, be of good quality, designed for landscaping use, and of similar and equal compatibility with Yard Art in similar planned communities to Pomona; (c) in general, objects may not exceed two in number and three feet in height; and (d) objects must be placed within landscaped areas, not in lawn areas.

Notwithstanding the foregoing, patio covers may be attached to a Residence subject to the Architectural Guidelines, these Regulations and if the cover will be visible from a street, alley, Common Area, or neighboring Lot: (a) must be located on a side of a Residence with a privacy fence; (b) must be compatible in scale, design, color and material with the Residence to which it is attached; (c) color must match the color of the roof or trim of Residence to which it is attached. No plastic, metal, or fiberglass patio covers are permitted.

(n) Flagpoles. Flagpoles on Lots must be silver or black in color, must be constructed of aluminum and may not exceed 20 feet in height. One flagpole that attaches to the façade of a Residence is also allowed and shall be subject to those guidelines set forth in 1.6(o) and any other guidelines set forth in the Architectural Guidelines. Only one flagpole is allowed per Lot. The location of a flagpole must be approved by the Architectural Control Committee prior to its installation on a Lot. Owners shall comply with Section 1.6(o) of these Regulations with regard to any flags to be flown on a Lot.

(o) Flags. Each Owner has a right to fly certain flags on its Lot. A United States flag, State of Texas flag or an official or replica flag of any branch of the United States armed forces are the only flags allowed on a flagpole which is in compliance with Section 1.6(n) and such flags must be displayed in a respectful manner. Flags may not exceed three feet by five feet in size. Flag lighting (if any) shall be directed at the flag and may not cause or be a nuisance to neighboring Lots. All flags must be in good condition and flown in compliance with applicable federal and state laws governing public flags.

(p) Basketball Goals. Portable basketball goals are not permitted in the front or side yard of an Owner's Lot. Portable basketball goals are only allowed in the rear yard and must be maintained in good repair. Basketball goals are prohibited on sidewalks, streets or on any front yard lawn areas and playing basketball in or near any public street, sidewalk or trail is strictly prohibited. Permanent basketball goals can be installed subject to prior approval of the location and other specifications set forth in the Architectural Guidelines or as otherwise set forth by the Architectural Control Committee. Basketball goals that are not maintained, are unsightly or which are not regularly used must be removed.

(q) Mining and Drilling. Except as otherwise set forth in the Declaration, no mining, drilling, boring, exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stone, sand, gravel, aggregate or earth on any portion of a Lot or other portion of the Property.

(r) Driveways. The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the Board's prior approval, a driveway may not be used: (i) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (ii) for repair or restoration of vehicles. Driveways must be maintained free of potholes, cracks, stains and hazards. Owners have the option to park one vehicle in their garage and use the remaining parking space therein as a storage space for personal items; however, in no event shall the storing of personal items contemplated herein create unsafe or hazardous conditions on any person or property. Garage doors may remain open for a reasonable period of time during which a residential Owner is on its Lot and is performing routine maintenance to its yard, landscaping and Residence on its Lot; however in no event shall leaving any such garage doors open contribute to an unsafe environment or comprise the general safety of the Property and neighboring Lots.

(s) Outdoor Lighting. Outdoor light sources on a Lot shall not be obtrusive, cause spillover light onto neighboring Lots or create a glare onto neighboring Lots or any other portion of the Property. Flood lights must be directed away from neighboring Lots. "Barnyard" or sodium vapor lights are not permitted. Colored lighting is not permitted, except as holiday decorations which shall be displayed in accordance with Section 1.6(i) of these Regulations. Tree up-lights should be concealed underground or in shrub masses. Spotlights and floodlights cannot be mounted to the front elevation of the house. Outdoor lighting shall not be directed in a manner which distracts motorists. Lights on posts, located in front yards or visible above the fence lines in back or side yards, are subject to review and approval by the Architectural Control Committee.

(u) Occupancy. No thing or structure on a residential Lot may be occupied at any time by any Person, Owner or Occupant other than a Residence located thereon. The maximum number of people permitted per Residence is two persons per bedroom per dwelling.

(v) Security Cameras. If an Owner wishes to install cameras on a residential Lot for the purpose of personal and/or property security, the installation must be approved by the Architectural Control Committee with respect to appearance. The camera(s) may not, at any time, be aimed in a manner which will view any other Lot, Property or any portion thereof.

(w) Sidewalks. Sidewalks, including the portions which cross driveways, shall be kept free of obstructions that would prevent normal use of the sidewalks by pedestrians or other permitted users. No persons shall park vehicles or place other obstructions on sidewalks. Sidewalks shall be maintained by Owners and must be maintained free of potholes, cracks, stains and hazards. Each Owner shall maintain and trim trees on its Lot to provide for adequate clearance of sidewalks abutting such Owner's Lot. Branches of trees on a Owner's Lot encroaching upon any sidewalk areas shall be no less than seven feet in vertical alignment from the sidewalk at all times.

(x) Parking on Streets. No flatbed trailers, RV's, travel trailers, boats golf carts, enclosed trailers used for hauling or inoperable vehicles are permitted to be parked on the street.

(y) Display of Religious Items. An Owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.

- i. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
- ii. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
- iii. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
- iv. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
- v. The Association may remove any items displayed in violation of these guidelines.

Section 1.7 General Use of Common Areas.

(a) Access Cards or Other Access Controls. Admittance to Common Areas may require use of a coded access card, in which case an appropriate card will be issued to Owners through the Management Office. Access cards are personal to the Owner to whom they are issued and may not be transferred or assigned by Owners except to Occupants or other third parties provided that such transfer or assignment has been approved by the Management Office and all documentation required by the Owner/Occupant has been completed to the satisfaction of the Manager and submitted to the Management Office. Any Person in possession of an access card will, upon request of the Association produce a valid driver's license or other picture identification. An access card found in the possession of a Person to whom it is not issued will be confiscated. Replacement of a lost or confiscated access card, or the purchase of an additional access card, requires payment of a fee set by the Association or Manager.

(b) Recreational Facilities. The Recreational Facilities are the only recreational facilities in the Property. No other portions of the Common Areas may be used for recreation, sports, exercise or play unless specifically authorized by the Association.

(c) Fire and Safety. Except in the event of a relevant emergency, no Owner, Occupant or Person may use, tamper with, pry open or modify any fire or safety equipment within the Property, including alarms, extinguishers, monitors and self-closing doors. Each Owner and its Occupants must be familiar with fire, safety and evacuation plans.

(d) Common Area Landscaping. No Owner shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on or within the Common Areas or any other portion of the Property. Digging, planting, pruning and climbing in any landscaped areas in the Property is expressly prohibited.

(e) Guests. Except for Occupants and permitted guests or visitors, a non-Owner may not use the Recreational Facilities or any portion of the Common Areas, unless accompanied at all times by an Owner. The right of an Owner to share the use of these facilities with such Owner's guests or visitors is at all times subject to the immediate termination by the Association if the Governing Documents are violated or if such termination is deemed by the Association to be in the Association's best interests. Notwithstanding the foregoing, this Section 1.7(e) does not apply to those recreational areas open to the public.

(f) Disturbances Prohibited. No loud sounds or boisterous conduct is permitted in the Recreational Facilities or Common Areas except for the reasonable use of a radio, television, cd player or similar device.

Section 1.8 Use of Recreational Facilities.

(a) Access to Recreational Facilities. The Association may designate the days, hours of access to and operation of the Recreational Facilities. Owners, Occupants or other authorized Persons using the Recreational Facilities must, at all times, respect the rights and privileges of others using the Recreational Facilities.

(b) Number of Guests. An Owner, at any one time, may not have more than five guests, unless otherwise approved or specified by the Association, using the Recreational Facilities and all guests must be accompanied by an Owner at all times. Owners are responsible for any loss or damage caused by their guests. By reservation through the Management Office, functions involving a larger number of guests may be permitted.

(c) Age Restrictions for Health and Safety. In addition to the general requirement that the use of Recreational Facilities by minors or legal incompetents be with the knowledge and consent of their parent or guardian, no individual under the age of 16 years shall be permitted in or around swimming pools that are part of the Recreational Facilities at any time unless accompanied by an adult 18 years of age or older. Children who are not toilet trained must wear swim diapers in and around the swimming pool.

(d) Glass Containers Prohibited. Containers made of glass are not permitted at any time in the Recreational Facilities.

(e) Swimming Pool(s). The rules posted at each swimming pool in the Recreational Facilities shall condition the use of such swimming pools at all times unless additional rules are adopted by the Association in accordance with the Governing Documents.

(f) Lakes and Ponds. All Owners shall observe and use any lakes and ponds located on the Property in accordance with those certain regulations enforced by the Texas Parks and Wildlife Department set forth in Title 31 of the Texas Administrative Code, as amended and where applicable and any other posted rules set forth by the Association. Notwithstanding the foregoing no boating and no swimming will be allowed in any lake or pond on the Property. All fishing is catch and release only.

(g) Use of Recreational Facilities. The use of Recreational Facilities within the Property is limited to Owners, Occupants and their guests. Users of the Recreational Facilities may be required to furnish identification demonstrating ownership and their right of access.

Section 1.9 Health and Well-Being.

For the health, well-being and enjoyment of all Owners, the following limitations and restrictions will be observed:

SAFETY DISCLAIMER. CERTAIN PERSONS MAY, BUT ARE NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED TO MAKE THE PROPERTY LESS ATTRACTIVE TO INTRUDERS THAN IT OTHERWISE MIGHT BE. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR DESIGNEES WILL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY, AND MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN OR NOT UNDERTAKEN. EACH OWNER, OCCUPANT, PERSON, GUEST AND VISITOR IN THE PROPERTY ASSUMES ALL RISK FOR LOSS OR DAMAGE TO SUCH OWNER, OCCUPANT, PERSON, GUEST AND VISITOR, SUCH OWNER'S LOT, TO THE CONTENTS OF SUCH OWNER'S LOT AND IMPROVEMENTS, AND TO ANY OTHER

PROPERTY ON THE PROPERTY. THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OWNERS, THE MANAGER AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR DESIGNEES EXPRESSLY DISCLAIM AND DISAVOW ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS, EQUIPMENT OR MEASURES RECOMMENDED, INSTALLED OR UNDERTAKEN WITHIN THE PROPERTY.

Section 1.10 Construction and Architectural Control of an Improvement.

(a) Architectural Guidelines. During the Declarant Control Period, the Architectural Guidelines shall contain any procedural or substantive rules, guidelines, criteria, standards and procedures that may be adopted by Declarant, from time to time, regarding the design, standards, development, planning and construction of Improvements and the use or occupancy of the Lots, as the same may be amended from time to time in Declarant's absolute sole discretion.

(b) Prohibited Changes to an Improvement. Except as set forth in the Declaration, without prior written approval of the Architectural Control Committee, an Owner may not construct, add, alter, improve, make any structural alterations or other modifications to an Improvement. Changes that may be regulated by the Architectural Control Committee include, but are not limited to, paint and stain colors of Improvements, fencing, decorative items outside of the Improvements and window coverings. Any items that are visible from the street, Common Areas or any portion of the Property are subject to the Architectural Guidelines and may not be changed without the approval of the Architectural Control Committee.

(c) Windows and Doors. All door and window treatments visible from the exterior of an Improvement shall be neutral in color, shall not be foil and in accordance with the Architectural Guidelines or any other applicable guidelines set forth by the Declarant or the Association. Nothing shall be placed on the outside of window sills or portions of any Improvement if such object is not allowed under the Architectural Guidelines or has not been approved by Architectural Control Committee.

(d) Fencing. All fences that are located on residential Lots, whether shared by one or more residential Lots, shall be maintained by the Owners of such Lots in good condition. Any damage to fencing shall be promptly repaired by the responsible Owners. In the event of a dispute, the cost of the fence repair or replacement shall be split equally between the Owners. Fencing abutting Common Areas and roads, not located on residential Lots shall be maintained by the Association unless maintenance has been otherwise delegated to another responsible party or Owner. Any fence changes must comply with the standards set forth in the Architectural Guidelines regarding fence materials, fence stains, fence specifications and fence posts.

(e) Changes to Improvements Exempt from Approval. Approval to paint the exterior of an Improvement in the original paint colors and color scheme for such Improvement, to rebuild an Improvement in accordance with the original approved plans and specifications or to remodel or repaint the interior of an Improvement does not require approval of the Architectural Control Committee.

(f) Application for Approvals. As part of the application to the Architectural Control Committee for written consent for any alteration or modification covered under this Section 1.10, an Owner must submit to the committee the complete Plans and specifications pursuant to Article XII of the Declaration.

Section 1.11 Vehicle Restrictions.

(a) Authorized Vehicles. Authorized vehicles operating in the Property must be operable and must display a current license tag and current inspection sticker. For purposes of these Regulations, unless otherwise

determined by the Association, permitted vehicles include non-commercial automobiles, motorcycles, passenger trucks, small vans, SUVs and similar passenger vehicles.

(b) Motorized Vehicle Prohibitions. Large commercial vehicles, motorized scooters, motorized bicycles, flatbed trailers, recreational vehicles, all terrain vehicles, buses, boats, water craft, aircraft (excluding those permitted for construction activity, delivery or pick up of materials and other reasonable services) and unauthorized machinery or equipment are prohibited on any portion of the Lots, Common Areas, sidewalks, streets or any other portion of the Property. No vehicle shall be parked on any portion of property within the Property other than in designated parking areas for Lots, driveways and appropriate street areas. No lawns or other yard spaces shall be used for parking of automotive vehicles or for parking of other vehicles for which parking is prohibited on driveways or streets. Motorcycles or bicycles may not be chained to buildings, fences or any other part of a Lot, unless such area is designated for that purpose. No servicing or repairs shall be made to any vehicle within the Property, except for emergency repairs as necessary to enable movement of the vehicle to a repair facility. Parking spaces, garages, parking lots and driveways shall only be used for vehicle parking purposes.

(c) Non-Motorized Vehicle Prohibitions. All non-motorized vehicles (e.g., bicycles, skateboards, rollerblades, flatbed trailers, travel trailers, etc.) must be stored in Improvements, approved storage facilities or garages or as otherwise specified by the Association.

(d) Vehicle Nuisances. Each vehicle operated in the Property must be muffled and must be maintained and operated to minimize noise, odor and oil emissions. The use of car horns is discouraged, except for the judicious use of a horn for right of way. No vehicle may be kept in the Property if the Association deems it to be unsightly, inoperable, inappropriate or otherwise in violation of these Regulations.

(e) Fire Lanes/Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to any Lot, Common Areas, Recreational Facilities, mailboxes by mail carriers, fire hydrants by firefighters or other authorized utility service provider, school bus stops by school buses or any other portion of Property in the Property including driveways, parking lots, curb cuts designated for use by disabled persons or garages. No vehicle may obstruct the flow of traffic, constitute a nuisance or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes or in any area designated as "No Parking."

(f) Violations. A vehicle or non-motorized device in violation of these Regulations may be stickered, wheel-locked, towed or otherwise removed from any portion of property in the Property by the Manager at the vehicle Owner's expense. The Board of Directors, the Association, all Owners, the Manager and the Declarant and each of their respective successors, assigns and Designees expressly disclaim any liability for damage to vehicles occasioned by the exercise of these remedies.

Section 1.12 Pets.

(a) Subject to Regulations. Owners may not keep or permit on any property within the Property an animal of any kind, at any time, except a pet permitted by these Regulations, the Governing Documents and Legal Requirements. Pets may be kept only in Residences.

(b) Permitted Pets. An Owner may keep in such Owner's Residence up to four house pets. Permitted household pets are limited to domesticated dogs, cats, caged birds and aquarium fish. Owners may seek a variance to this Section 1.12 from the Association pursuant to Section 1.2(b) of these Regulations.

(c) Prohibited Pets. No dangerous animals are allowed or be kept on any Lot within the Property covered by these Regulations. Any animal, which poses a safety or health threat to any Person, Owner or portion

of the Property, shall not be allowed on any Lot or on any portion of the Property. Any animal not commonly thought of as a household pet must be removed from the Property. No pet may be kept, bred or maintained for any commercial purpose.

(d) Leashes. Owners must keep pets leashed or carried while on any portion of the Property outside of the Owner's Lot where pets are permitted. No pet is allowed in the Recreational Facilities.

(e) Disturbance. Pets must be kept in a manner that does not disturb another Owner's peaceful enjoyment of such Owner's Residence or any Person elsewhere in the Property, outside of the Residences. No pet may be permitted to bark, howl, whine, screech or make other loud noises for extended or repeated periods of time, or to create a nuisance, odor, unreasonable disturbance or noise.

(f) Damage. Each Owner is responsible for any property damage, injury or disturbance such Owner's pet may cause. An Owner who keeps a pet is deemed to indemnify and agrees to hold harmless the Board of Directors, the Association, all other Owners, the Manager and the Declarant and each of their respective successors, assigns or Designees from any loss, claim or liability of any kind or character of whatever nature resulting from any action of such Owner's pet or arising by reason of keeping or maintaining the pet at the Property.

(g) Dog Walk and Pooper Scooper. Pets must only use designated areas in the Property to relieve themselves. Owners are responsible for the removal of pet waste from all property within the Property. The Association may levy a fine or take other action against an Owner each time feces is discovered on any portion of property within the Property and are attributed to an animal in the custody of such Owner.

(h) Removal. If an Owner or its pet violates these Regulations, the Owner or Person having control of the animal may be given a written notice by the Association to correct the problem. After the first written warning, a fine shall be levied in accordance with Article II of these Regulations. If violations occur repeatedly, the Owner, upon written notice from the Association, may be required to remove the pet in which event Owner agrees to permanently remove the violating animal of such Owner from the Property within ten days after receipt of such removal notice.

(i) Compliance. To the extent mandated by Legal Requirements, disabled Owners who are unable to comply with certain provisions of these Regulations because of their disability shall receive a written variance for such provisions from the Association.

Section 1.13 Moving.

(a) Notice. All Owners, Occupants and other Persons must return access cards and similar type items granting access to Common Areas and Recreational Facilities, where applicable, to the Manager upon selling and moving from the Property.

(b) Storage. Any permitted storage devices, also called "PODS", may not be stored in any Common Area, may temporarily be placed on a Lot in designated areas established by the Architectural Control Committee and must be removed from the Property within 30 days from its initial delivery.

Section 1.14 Miscellaneous.

(a) Mailing Address. Upon taking ownership of a Lot, each Owner shall provide to the Association and Manager, the address of such Owner's Lot, a current telephone number at which Owner can be reached, a current email address for Owner, if available and any other information the Association may reasonably request, including but not limited to military status of an Owner in the United States military as authorized under the

Service Members Civil Relief Act, if applicable (the "Owner Information"). An Owner who desires to receive mail at an address other than the address of such Owner's Lot is responsible for maintaining with the Association, as applicable, such Owner's singular current mailing address. An Owner who changes such Owner's name, email or mailing address must notify the Association, as applicable, in writing within ten days after the change occurs and notifications of change of name or change of address should be clearly marked as such. Notwithstanding the foregoing, any changes to Owner Information, other than name, email and mailing address, must be submitted to the Association within a reasonable time after such changes occur. All notices required to be sent to Owners by the Governing Documents will be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of such Owner's Lot is deemed effective for purposes of delivery.

(b) No Waiver. The failure of the Association to enforce a provision of these Regulations does not constitute a waiver of the right of the Association to enforce such provision in the future or to treat Owners differently in enforcing these Regulations.

(c) Severability. If any term or provision of these Regulations is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect any other term or provision of these Regulations.

(d) Amendment of Regulations. These Regulations may be revised, replaced, amended or supplemented by the Association by a majority vote of the Board of Directors. Owners are urged to contact the Management Office to verify the Regulations currently in effect on any matter of interest. Notwithstanding the foregoing, these Regulations may be amended from time to time by the Board of Directors during the Declarant Control Period during which time period the Association may deliver to each Owner, or publish in a community-wide publication, notice of such change or amendment to these Regulations. An amendment shall be effective upon the recording in the Real Property Records a document setting forth the amendment in full certifying that the contents of the document have been approved as set forth in this Section 1.14(d) of these Regulations.

(e) Complaints. Any complaints about violations of these Regulations shall be made in writing to the Association or the Manager, whichever is applicable and shall identify the type of infraction and the date of infraction and must be signed by the witness to the infraction. Any additional evidence, such as photographs, can be submitted with any complaint.

(f) Other Rights. These Regulations are in addition to all rights of the Association under the other Governing Documents and the laws of the State of Texas.

(g) Release. All Owners release liability and hold harmless the Board of Directors, the Association, all other Owners, the Manager and the Declarant and each of their respective successors, assigns or Designees from any and all liability, claims, losses and actions arising out of or in connection with the use of any of the Common Areas and Recreational Facilities and the mere ownership or occupancy of a portion of a Lot, by itself or by any Person shall constitute a full and complete release and indemnification of the Board of Directors, the Association, all other Owners, all other Occupants, the Manager, and the Declarant and each of their respective successors, assigns or Designees arising out of and in connection with any such activities. **THE BOARD OF DIRECTORS, THE ASSOCIATION, ALL OTHER OWNERS, THE MANAGER, AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND DESIGNEES EXPRESSLY DISCLAIM AND DISAVOW ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY OF THE COMMON AREAS, RECREATIONAL FACILITIES OR ANY PROPERTY ASSOCIATED WITH THE COMMON AREAS OR RECREATIONAL FACILITIES.**

(h) Risk. Each Owner and any other Person that uses the Common Areas, Recreational Facilities, such Owner's Lot and the Improvements thereon shall be at such Owner's own risk. The Common Areas and Recreational Facilities are unattended and unsupervised. **EACH OWNER AND ANY OTHER PERSON IS SOLELY RESPONSIBLE FOR SUCH OWNER'S, GUESTS OF OWNERS OR PERSON'S OWN SAFETY. THE BOARD OF DIRECTORS, THE ASSOCIATION, THE OTHER OWNERS, THE MANAGER AND THE DECLARANT AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR DESIGNEES DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR PROPERTY DAMAGE, INJURY OR DEATH OCCURRING FROM USE OF THE COMMON AREAS AND THE RECREATIONAL FACILITIES.**

ARTICLE II

Rules Governing Collection and Fining

Section 2.1 Collection Rules and Procedures.

To the extent permitted by the Act, any applicable law and in addition to the collection rules and procedures in the Governing Documents or as otherwise adopted by the Board of Directors:

(a) Insufficient Funds. The Association may levy a charge of \$25 or the actual bank charges, whichever is greater, against an Owner if the check on which payment is made is returned to the Association marked "insufficient funds" or the equivalent.

(b) Collection by Association's Attorney. After giving the Owner and its lenders the requisite notice(s) and opportunity to cure the delinquency and provided the opportunity to participate in the payment plan for delinquent Assessments adopted by the Board of Directors (the "Alternative Assessment Payment Plan"), if such Owner is eligible, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

(c) Collection Agency. The Board of Directors may employ a collection agency to assist in collection of the delinquency subject to those restrictions set forth in the Act.

(d) Notification of Credit Bureau. The Association may file a report on the defaulting Owner with one or more credit reporting services subject to any restrictions set forth in the Act.

(e) Notice to Owner. Proper notice and opportunity to cure shall be provided to the Owner and any other lienholder of record for the property relating to the delinquency in accordance with the Act.

(f) Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

(g) Partial and Conditioned Payment. Except as otherwise set forth in the Alternative Assessment Payment Plan, the Association (with respect to Assessments) may refuse to accept partial payment (i.e. less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board of Directors' policy for applying payments. The Association's endorsement and deposit of such payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts such payment to the Owner's account. If the Association does not accept such payment at that time, it will promptly refund such payment to the payor. A payment that is not refunded to the payor within 30 days after being deposited by the Association may be deemed accepted. Except as otherwise set forth in the Alternative Assessment Payment Plan, if applicable, the acceptance by the Association of partial payment of delinquent

Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments in accordance with the Act.

(h) Payment Notification of Credit Reporting Agency. If the Association (with respect to an Assessment) receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to that credit reporting service.

(i) Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board of Directors (with respect to Assessments) unless a majority of the Board of Directors determine that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board of Directors' meeting or in a written consent executed by the requisite number of Directors pursuant to the Bylaws. Because of the potential for inadvertently affecting a waiver of the provisions of this policy, the Board of Directors will exercise extreme caution in granting adjustments to an Owner's account.

Section 2.2 Fining Rules and Procedure.

(a) Policy. The Association uses fines to discourage violations of the Governing Documents and to encourage present and future compliance when a violation does occur. Fines are not intended to punish violators or generate revenue for the Association.

(b) Owners Liable. An Owner is liable for fines levied by the Association for violations of the Governing Documents whether the Owner commits the violation or Occupants, guests or other visitor of such Owner commit the violation. Regardless of who commits the violation, the Association will direct its communications to the Owner, although the Association may also send copies of its notices to the actual violator.

(c) Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice(s) and an opportunity for a hearing in compliance with the Act. The Association's written violation notice(s) will contain the following items: (i) the date the violation notice is mailed or prepared; (ii) a description of the violation; (iii) a reference to the rule being violated; (iv) a description of the action required to cure the violation; (v) the amount of the fine, if applicable; (vi) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board of Directors to contest the fine and (vii) the date the fine attaches or begins accruing.

(d) First Violation. If the Owner was not given proper notice and a reasonable opportunity to cure a similar violation within the preceding six months, the notice will state a specific date by which the violation must be cured to avoid a fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.

(e) Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months, the fine attaches from the date of the violation notice.

(f) Right to Hearing. An Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of the Governing Documents. The Board of Directors shall have ten days after receiving the Owner's request for a hearing to give the Owner notice of the time, place and date of the hearing. The hearing must be scheduled for a date within 30 days from the date the Association receives the Owner's request and should be scheduled to provide a reasonable opportunity for the Board of Directors and the Owner to attend. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board of Directors. At the hearing the Board of Directors will consider the facts and

circumstances surrounding the violation and the Owner may attend in person, or may be represented by another person or written communication.

(g) Committee of Board of Directors. The Board of Directors may appoint a committee comprised solely of directors, and having at least three members, to serve as the Board of Directors at violation hearings. The Board of Directors will be bound by the decision of the Board of Directors committee. Such a committee may be appointed on an ad hoc basis.

(h) Levy of Fine. Within 30 days after levying the fine, the Association must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board of Directors announces its decision to the Owner at the hearing; otherwise, the notice must be in writing.

(i) Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish schedules of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Governing Documents.

(j) Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis beginning on the start date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

(k) Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

(l) Effective Date. These fining rules will become effective upon recordation of these Regulations.

(m) Amendment of Policy. These fining rules will remain effective until the Association records an amendment modifying these Regulations in the Real Property Records, adopts a fining policy consistent with these fining rules or delivers notice to Owners of revocation of these Regulations.

Adopted by the Board of Directors pursuant to that certain Consent in Lieu of a Director's Meeting executed by the Board of Directors dated June 18, 2015.

SIGNED this 26th day June, 2015.

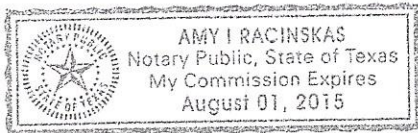
POMONA RESIDENTIAL COMMUNITY ASSOCIATION,
INC.

By: *Kim Comiskey*
Name: Kim Comiskey
Title: Director and Secretary

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 26th day of June, 2015, by Kim Comiskey Director and Secretary of the Board of Directors of POMONA RESIDENTIAL COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

Amy I. Pachykal
Notary Public - State of Texas



AFTER RECORDING RETURN TO:

Hillwood
3090 Olive Street
Suite 300
Dallas, Texas 75219
Attn: Michele Ringnald

**RECORDS RETENTION, INSPECTION AND PRODUCTION POLICY
FOR
POMONA RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

("Records Policy")

In the event of a conflict of interpretation between the provisions set forth in the Governing Documents, hereinafter defined, of Pomona Residential Community Association, Inc., a Texas non-profit corporation and this Records Policy, this Records Policy shall govern as the conflict relates to the content set forth herein. If the Act or TNCL, hereinafter defined, are hereafter amended or changed, this Records Policy shall be interpreted in a manner which conforms to the provisions of the Act or the TNCL, whichever is applicable with respect to books and records of property owner associations. Any capitalized terms not defined herein shall have the meaning as set forth in the Governing Documents.

I. DEFINITIONS:

"Act." Chapter 209 of the Texas Property Code, as amended from time to time.

"Association." The Pomona Residential Community Association, Inc., a Texas non-profit corporation, and its successors and assigns, organized under the TNCL, and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents, whose address for notice purposes is 3090 Olive Street, Suite 300, Suite 300, Dallas, Texas 75219, as may be changed by the Association from time to time.

"Association Records." Those books and records of the Association as more particularly described in Article I of this Records Policy.

"Board." The board of directors of the Association.

"Business Day." A day other than Saturday, Sunday, or a state or federal holiday.

"County." Brazoria County, Texas.

"Declarant Control Period." That certain time period during which Declarant is in control of the Association as more particularly described in the Declaration.

"Declaration." That certain Declaration of Covenants, Conditions and Restrictions for Pomona Residential Community, recorded on June 18, 2015 as Instrument No. 2015027167, in the Real Property Records of Brazoria County, Texas, as may be amended and supplemented from time to time.

"Governing Documents." Those documents listed in Section 2.4 of the Declaration, this Records Policy, the Assessments Policy and any other restrictions filed of record in the County, as each may be amended from time to time.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities for any governmental entity (federal, State, County, district, municipal, City or otherwise) whether now or hereafter in existence.

"Legal Requirements." All current judicial decisions, statutes, rulings, rules, regulations or ordinances of any Governmental Authority applicable to the books and records of the Association.

"Manager." Any professional manager or management company that is engaged by the Association to perform any of the duties, powers or functions of the Association.

"Members." Collectively, all Owners of Lots; and individually, a "Member", including Class A Members and Class B Member.

"Membership." The rights and obligations associated with being a Member of the Association.

"Minute Book." The minute book of the Association, which shall contain that certain information and documentation as it relates to the Board of Directors and the Association as may required by the Governing Documents including but not limited to the notices provided for and minutes taken of all annual and special meetings of the Members and the Board of Directors and all resolutions of the Board of Directors.

"Owner." Any Person (including Declarant) owning fee title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing

"Real Property Records." The records of the office of the county clerk of the County where instruments concerning real property are recorded.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

II. RECORD RETENTION:

- A. Required Records. The Association will, at a minimum, retain the following Association Records, in the manner and for the length of time as follows:
1. Governing Documents – the Governing Documents of the Association shall be kept permanently and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.
 2. Financial Books and Records – financial books and records of the Association shall be retained for at least seven years and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.
 3. Owner Account Records – records of accounts of Owners shall be maintained by the Association for at least five years and may be kept in electronic format and in any other suitable manner as determined by the Board.
 4. Lists – current lists of the names and addresses of Members, Board members, officers and Architectural Control Committee or other committee members of the Association shall be maintained at all times by the Association and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.

5. Contracts - contracts with a term of one year or more shall be retained for at least four years after the expiration of the contract term and may be kept in electronic format and in any other suitable manner as determined by the Board.
 6. Member and Board of Directors Meeting Minutes – the meeting minutes of all Member and Board of Director meetings shall be kept permanently and shall always be placed in the Minute Book. The Association may also keep meeting minutes in electronic format or in any other suitable manner as determined by the Board.
 7. Tax Returns – annual tax returns filed for the Association shall be retained for at least seven years and may be kept in electronic format, in the Minute Book and in any other suitable manner as determined by the Board.
 8. Architectural Control Committee – applications, approvals, variances and other related documentation issued by the Architectural Control Committee shall be retained for at least five years and may be kept in electronic format and in any other suitable manner as determined by the Board.
- B. Other Records. The Association will maintain certain other documents and records as required and in the appropriate manner established by the TNCL or other Governmental Authority as well as any other books and records of the Association required by the Governing Documents and as the Board deems necessary.

III. REQUESTS FOR INSPECTION: The Association shall make the Association Records open and reasonably available for inspection at all times in accordance with the Act.

- A. Requests. All requests to inspect and/or copy Association Records must: 1) be in writing and signed by the requesting Owner or by a person designated in a writing signed by Owner as Owner's agent; 2) contain sufficient detail of the Association Records to be inspected; 3) be mailed by certified mail to the mailing address of the Association or other authorized representative as reflected on the most current management certificate filed of record for the Association; 4) elect to inspect the Association Records prior to obtaining copies or have the Association forward copies of the requested Association Records. The Association shall respond as appropriate to Owner pursuant to the written request and in accordance with the Act on or before the 10th Business Day after the Association receives such request.
- B. Inspection. If an inspection is required or requested, the inspection shall take place at a mutually agreed upon time during normal business hours.

IV. PRODUCTION AND COSTS:

- A. Delivery. If an Owner identifies certain Association Records in its written request, and the Association is in possession, custody or control of such records, the Association shall produce the requested Association Records on or before the 10th Business Day after the date the Association receives the request. If the Association is unable to produce the requested Association Records during such time period, then the Association must notify the requestor that the Association is unable to produce the information on or before the 10th Business Day after the date the Association received the written request (the "Production Notice") and set forth a date in the Production Notice by which the Association will send, or make available, the requested

Association Records which date shall not be later than the 15th Business Day after the date the Production Notice is given.

- B. Format. The Association may produce requested Association Records in hard copy, electronic format that prohibits alteration of the documents or other format reasonably available to the Association.
- C. Costs of Production. The Association reserves the right to charge, and the Owner is responsible for paying charges, for the compilation, production and reproduction of requested Association Records including all reasonable costs for materials, labor and overhead up to the maximum amounts set forth in Title 1, Section 70.3 of the Texas Administrative Code, as may be amended, a copy of which is attached to this Records Policy as Exhibit A. The Association may require advance payment of estimated charges to produce Association Records pursuant to a written request and any shortfalls or overpayments of such estimated charges versus the actual costs to produce shall be settled in accordance with the Act.
- D. Privacy. Except as otherwise provided by the Act, the Association is not required to release or allow inspection of any Association Records that: 1) identify the violation history of an Owner; 2) include an Owner's personal financial information, including any nonpayment of Assessments; or 3) provide information related to an employee of the Association, including personnel files. Information released in accordance with this Records Policy may be provided in an aggregate or summary manner in order to protect the privacy of an Owner and requested Association Records may be redacted to protect confidential, privileged, personal or protected information that is not required to be disclosed by the Act. Notwithstanding the foregoing, the Association, Board, Declarant or any of their officers, directors, employees, agents or representatives shall not be liable for damages to an Owner, or a third party, as the result of identity theft or other breach of privacy because of the failure to withhold or redact an Owner's information unless the failure to withhold or redact the information was intentional, willful, or grossly negligent.
- E. Limitations on Use. The Association Records provided to an Owner pursuant to this Records Policy may not be sold, used for any commercial purposes or any other purpose not directly related to an Owner's interest as a Member of the Association and as a property owner. The Association may bring an action against any person who violates this Article IV, Section E for injunctive relief and for actual damages to the Association caused by such violations and may recover reasonable costs and expenses, including reasonable attorney's fees, in a successful action to enforce its rights hereunder.

V. MISCELLANEOUS:

- A. Amendments. Notwithstanding any other provision in the Governing Documents or the Act to the contrary, the Board of Directors appointed by Declarant during the Declarant Control Period may amend this Records Policy in accordance with and pursuant to the powers granted thereto in the Governing Documents. Upon the expiration or termination of the Declarant Control Period, the Board of Directors elected by the Members may amend this Records Policy in accordance with and pursuant to the powers granted thereto in the Governing Documents. Any amendment to this Record Policy shall become effective upon its recordation in the Real Property Records of the County.
- B. Effective Date. This Records Policy was unanimously adopted by the Board of Directors by written consent, a copy of which shall be kept in accordance with this Records Policy and


shall be effective as of the date this policy is recorded in the Real Property Records of the County.

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IN WITNESS WHEREOF, the Association has caused this Records Policy to be duly executed by an authorized officer of the Board of Directors on the 18th day of June, 2015 and to be effective as of the date this Records Policy is recorded in the Real Property Records of the County.

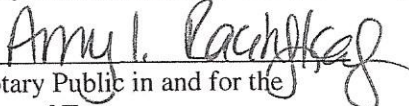
POMONA RESIDENTIAL COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation

a Texas non-profit corporation

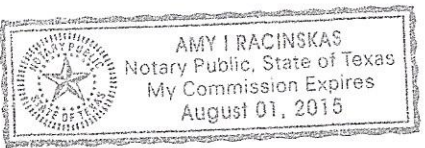

BRIAN CARLOCK, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Subscribed and sworn to before me on the 26th day of June, 2015, to certify witness my hand and official seal.


Notary Public in and for the
State of Texas

My commission expires:
8/1/15



AFTER RECORDING RETURN TO:
Hillwood
3090 Olive Street, Suite 300
Dallas, Texas 75219
Attn: Michele Ringnald

EXHIBIT A TO RECORDS POLICY

Title 1, Section 70.3 of the Texas Administrative Code

- (a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).
- (b) Copy charge.
- (1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- (2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
- (A) Diskette--\$1.00;
 - (B) Magnetic tape--actual cost;
 - (C) Data cartridge--actual cost;
 - (D) Tape cartridge--actual cost;
 - (E) Rewritable CD (CD-RW)--\$1.00;
 - (F) Non-rewritable CD (CD-R)--\$1.00;
 - (G) Digital video disc (DVD)--\$3.00;
 - (H) JAZ drive--actual cost;
 - (I) Other electronic media--actual cost;
 - (J) VHS video cassette--\$2.50;
 - (K) Audio cassette--\$1.00;
 - (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50; or
 - (M) Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic--actual cost.
- (c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

- (1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.
- (2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.
- (3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.
- (d) Labor charge for locating, compiling, manipulating data, and reproducing public information.
 - (1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
 - (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other; or
 - (B) A remote storage facility.
 - (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
 - (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or
 - (B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.
 - (4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).
 - (5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).
 - (6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (e) Overhead charge.
 - (1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology

described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:
 $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

FILED and RECORDED

Instrument Number: 2015029072

Filing and Recording Date: 06/29/2015 02:02:22 PM Pages: 108 Recording Fee: \$455.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-dottie

ALTERNATIVE PAYMENT POLICY AND SCHEDULE FOR ASSESSMENTS
FOR
POMONA RESIDENTIAL COMMUNITY ASSOCIATION, INC.
("Assessments Policy")

In the event of a conflict of interpretation between the provisions set forth in the Governing Documents, hereinafter defined, of Pomona Residential Community Association, Inc., a Texas non-profit corporation and this Assessments Policy, this Assessments Policy shall govern as the conflict relates to the content set forth herein. If the Act or TNCL, hereinafter defined, are hereafter amended or changed, this Assessments Policy shall be interpreted in a manner which conforms to the provisions of the Act or the TNCL, whichever is applicable, with respect to payment of Delinquent Assessments and other amounts owed to the Association. Any capitalized terms not defined herein shall have the meaning as set forth in the Governing Documents.

I. DEFINITIONS:

"Act." Chapter 209 of the Texas Property Code, as amended from time to time.

"Association." The Pomona Residential Community Association, Inc., a Texas non-profit corporation, and its successors and assigns, organized under the TNCL, and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents, whose address for notice purposes is 3090 Olive Street, Suite 300, Suite 300, Dallas, Texas 75219, as may be changed by the Association from time to time.

"Assessments." Those assessments described in Article VI of the Declaration and as may be further described in the remaining Governing Documents.

"Board." The board of directors of the Association.

"County." Brazoria County, Texas.

"Declarant Control Period." That certain time period during which Declarant is in control of the Association as more particularly described in the Declaration.

"Declaration." That certain Declaration of Covenants, Conditions and Restrictions for Pomona Residential Community, recorded on the same date as this Assessments Policy in the Real Property Records of Brazoria County, Texas, as may be amended and supplemented from time to time.

"Governing Documents." Those documents listed in Section 2.4 of the Declaration, the Records Policy, this Assessments Policy and any other restrictions filed of record in the County, as each may be amended from time to time.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities for any governmental entity (federal, State, County, district, municipal, City or otherwise) whether now or hereafter in existence.

"Legal Requirements." All current judicial decisions, statutes, rulings, rules, regulations or ordinances of any Governmental Authority applicable to the payments of Assessments to the Association.

"Manager." Any professional manager or management company that is engaged by the Association to perform any of the duties, powers or functions of the Association.

"Members." Collectively, all Owners of Lots; and individually, a "Member", including Class A Members and Class B Member.

"Membership." The rights and obligations associated with being a Member of the Association.

"Minute Book." The minute book of the Association, which shall contain that certain information and documentation as it relates to the Board of Directors and the Association as may required by the Governing Documents including but not limited to the notices provided for and minutes taken of all annual and special meetings of the Members and the Board of Directors and all resolutions of the Board of Directors.

"Owner." Any Person (including Declarant) owning fee title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Real Property Records." The records of the office of the county clerk of the County where instruments concerning real property are recorded.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

II. PAYMENT OF ASSESSMENTS:

A. Due Date. Regular Assessments are due in the amount and on the dates established in the Declaration, pursuant to Article VI thereof, and any other assessments, including special assessments, due and payable in accordance with Article VI of the Declaration or as otherwise specified by the Board of Directors in a notice imposing such assessment in accordance with the Act (collectively, "Due Date"). Assessments are considered delinquent if not received, payment in full, by the Association on the Due Date ("Delinquent Date").

B. Notice of Delinquent Amounts. The Association will notify an Owner within 30 days of the Delinquent Date that such Owner's account is delinquent which notice will set forth the following information:

1. Specifies each delinquent amount and the total amount owed to the Association in order to make the account current ("Delinquent Amounts");
2. Describes the options Owner has to avoid the account being turned over to a collection agency including the availability of the Payment Plan, hereinafter defined; and
3. Provides 30 days for Owner to cure the delinquency before further collection actions are taken.

The notice requirement set forth in this Article II, Section B was established by and is set forth in the Act. If the Association decides to send any type of "courtesy" notice letter to an Owner after the Due Date has passed, prior to the written notice required in this Article II, Section B, such notice shall be of a courtesy nature only, puts no obligation or requirement on the Association to provide courtesy notices at any time now or in the future and sending such "courtesy" notices may be ceased at any time without notice to any Owner. The written notices required by this Assessments Policy and the Act, to be sent to an Owner regarding Delinquent Amounts, shall be the only notices the Association or Manager, whichever is applicable, is obligated or required to send.

C. Payment Plan. The Act requires the Association to provide an alternative payment plan for Delinquent Amounts owed to the Association ("Payment Plan"). Once the Association has provided the requisite written notice to an Owner for Delinquent Amounts pursuant to Article II, Section B hereof and subject to the eligibility requirements set forth in Article II, Section E, such Owner may enter into a Payment Plan with the Association to pay the Delinquent Amounts.

D. Guidelines for Payment Plan. Once an Owner enters into a Payment Plan ("Plan Date"), such Owner will begin making partial payments to the Association until the Delinquent Amount is paid in full. The Association may use the following timelines and terms as a general guideline for the Payment Plan, however Payment Plans may be customized to meet the needs of individual Owners as may be necessary so long as any customization does not violate this Assessments Policy, the Governing Documents or the Act. In no event will any Payment Plan be offered for a term of less than three months or greater than 18 months from the Plan Date.

6 Month /Equal Payment Plan – six equal partial payments of the Delinquent Amounts to be paid to the Association on the same day of each month as set forth in the Payment Plan; if the payment date specified in the Payment Plan falls on a holiday or weekend day, the payment will be due the first Business Day following such holiday or weekend day.

Payment Commencement – the first partial payment due under the Payment Plan shall be due and payable 30 days from the Plan Date.

Interest and Fees – additional monetary penalties (late fees, fines for Delinquent Amounts, interest on fines and late fees and similar type penalties) may not be charged to any Owner who participates in a Payment Plan after the Plan Date. Monetary penalties do not include reasonable costs associated with administering the Payment Plan or interest on the Delinquent Amounts.

E. Eligibility for Payment Plan. The Association is not required to enter into a Payment Plan with any Owner who has failed to honor the terms of any previous Payment Plan entered into with the Association for a period of two years following such Owner's default under the previous Payment Plan. When an Owner is not eligible for a Payment Plan pursuant to this Article II, Section E, all Delinquent Amounts owed to the Association must be paid in full pursuant to the written notice provided to the Owner pursuant to Article II, Section B. The Association shall not be required to accept any partial or installment payments of Delinquent Amounts from the date of the institution of an action to enforce the payment thereof to the time that all such amounts are paid in full.

F. Application of Payments: Except as otherwise set forth in the Act, such as when an Owner is in default of a Payment Plan, payments made under a Payment Plan shall be applied to Owner accounts in the following order of priority:

1. Delinquent Assessments
2. Current Assessments
3. Attorney's fees or third party collection costs
4. Fines
5. Other amounts owed to the Association

G. Default on Payment Plan. If any partial payment on the Payment Plan is not paid on the due date specified in such Payment Plan, and after written notification of such missed payment to Owner ("Payment Plan Default Notice"), Owner fails to make the partial payment within the specified timeframe stated in the Payment Plan Default Notice, the Owner shall be deemed in default of the Payment Plan. Once an Owner is in default of a Payment Plan, the Association may declare the entire remaining unpaid Delinquent Amount immediately due and payable by written notice to the Owner and commence collection proceedings to collect such amount without regard to the Payment Plan

F. No Response to Payment Plan. In the event an Owner refuses to participate in a Payment Plan either by express refusal or no response to the default notices sent to Owner pursuant to this Assessment Policy, the Act and any other applicable laws, and any applicable cure periods during which the Owner has the opportunity to pay the Delinquent Amounts without further penalty have expired, the Association may declare the Delinquent Amounts immediately due and payable by written notice to the Owner and commence collection proceedings to collect such amounts.

III. **FORECLOSURE**: So long as the Association is in compliance with the Act and other applicable law with regard to collection of Delinquent Amounts, including but not limited to the requirements set forth in this Article III, assessment liens created pursuant to the Declaration may be foreclosed on or enforced by any means available at law or in equity.

A. Notice to Lienholders. The Association may not foreclose an assessment lien unless the Association has provided the requisite notice to any record lien holder on an Owner's property and provided such lien holder an opportunity to cure the Delinquent Amounts pursuant to the Act.

B. Judicial Foreclosure Required. The Association shall strictly follow the rules for expedited foreclosure proceedings of assessment liens adopted by the Texas Supreme Court on or before January 1, 2012, as may be amended.

C. Notice to Owners and Military Servicemembers. Owners who are military servicemembers may be afforded special protection in the event of foreclosure. In order to ensure that the Association affords such persons this protection and follows all applicable law in addition to the Act related to defaulted Owners and foreclosure of real property, it shall comply with the following provisions.

1. The Association shall strictly comply with the Act and Chapter 51 of the Texas Property Code, as amended and shall deliver all notices and follow all procedures required therein

as the same may apply to foreclosures resulting from Owners' failure to pay Delinquent Amounts.

2. Notices served upon Owners pursuant to Chapter 51.002(b)(3) and (d) of the Texas Property Code, (b)(3) (*relating to a required written notice of sale*) and (d) (*relating to written notice that a debtor is in default*), must state the name and address of the sender of the notice and contain the following statement in conspicuous, boldface or underlined type:

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

3. Pursuant to Chapter 51.015 of the Texas Property Code, foreclosure of an assessment lien created before the date on which a servicemember's active duty military service commences may not be conducted during a military servicemember's period of active duty military service or during the nine months after the date on which that service period concludes unless the foreclosure is conducted under a court order or the military servicemember waived his rights pursuant to and in accordance with Chapter 51.015(e) of the Texas Property Code.

IV. MISCELLANEOUS:

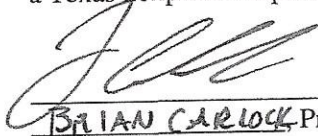
A. Amendments. Notwithstanding any other provision in the Governing Documents or the Act to the contrary, the Board of Directors appointed by Declarant during the Declarant Control Period may amend this Assessments Policy in accordance with and pursuant to the powers granted thereto in the Governing Documents. Upon the expiration or termination of the Declarant Control Period, the Board of Directors elected by the Members may amend this Assessments Policy in accordance with and pursuant to the powers granted thereto in the Governing Documents. Any amendment to this Assessments Policy shall become effective upon its recordation in the Real Property Records of the County.

B. Effective Date. This Assessments Policy was unanimously adopted by the Board of Directors by written consent, a copy of which shall be kept in the Association records in accordance with the Records Policy and shall be effective as of the date this policy is recorded in the Real Property Records of the County.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Association has caused this Assessments Policy to be duly executed by an authorized officer of the Board of Directors on the 18th day of June, 2015 and to be effective as of the date this Assessments Policy is recorded in the Real Property Records of the County.

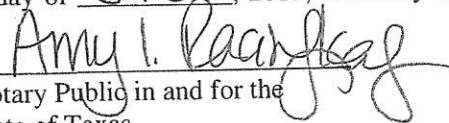
POMONA RESIDENTIAL COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation



BRIAN CARLOCK President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

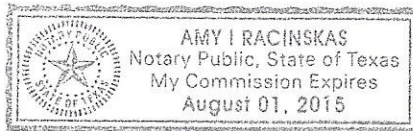
Subscribed and sworn to before me on the 26th day of June, 2015, to certify witness my hand and official seal.



Notary Public in and for the
State of Texas

My commission expires:

8/1/15



AFTER RECORDING RETURN TO:

Hillwood
3090 Olive Street, Suite 300
Dallas, Texas 75219
Attn: Michele Ringnald