

U139256

DEDICATORY INSTRUMENTS

for

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

529-77-0493

THE STATE OF TEXAS

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12/22/99 2011404% U139256

\$89.00

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared **CAROL HUNTER**, who, being by me first duly sworn, states on oath the following:

"My name is **CAROL HUNTER**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the Manager for the **CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.** Pursuant with Section 202.006 of the Texas Property Code, the following documents (indicated by an "x"), in addition to the previously recorded Declarations, Covenants and Conditions for Camino South, Meadowgreen, Oakbrook and Oakbrook West are copies of the original official documents from the Association's files:

<u>X</u>	Articles of Incorporation
<u>X</u>	Bylaws
<u>X</u>	Architectural Control Guidelines
<u>X</u>	Exterior Maintenance Guidelines
<u>X</u>	Rules and Regulations.

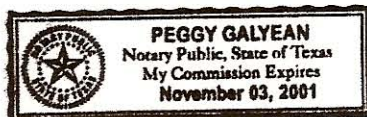
DATED this 20<sup>th</sup> day of December, 1999.

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

By

Carol Hunter  
Carol Hunter, Manager

SUBSCRIBED AND SWORN TO BEFORE ME by the said **CAROL HUNTER**, on this the 20<sup>th</sup> day of December, 1999.



Peggy Galyean  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

529-77-0494

THE STATE OF TEXAS §

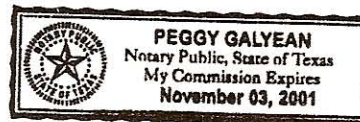
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the  
20<sup>th</sup> day of December, 1999, by CAROL HUNTER, as Manager of  
CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC., a Texas non-profit  
corporation, on behalf of said corporation.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Return to:

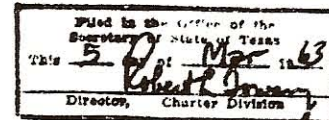
MIESZKUC, DAUGHTRY & SCOTT  
17044 El Camino Real  
Houston, Texas 77058



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COUNTY CLERK  
HARRIS COUNTY TEXAS



529-77-0495



ARTICLES OF INCORPORATION  
OF

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

I.

This corporation shall be known as

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

its business.

II.

This corporation is organized for exclusively charitable, civic, educational and recreational purposes, to-wit:

- (1) To render constructive civic service for the promotion of the social welfare of the community and of the citizens of Clear Lake City, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation. The purpose of the corporation shall not be the protection, promotion or stimulation of any business organized for profit;
- (2) To promote and provide educational and public recreational facilities for the residents of Clear Lake City and surrounding areas; and
- (3) To acquire, maintain and conduct buildings and property for charitable public services and educational and recreational facilities.

Neither any donation made to this corporation nor any fund or property arising therefrom, in whatever form it may take, shall be diverted from the purposes here set out.



## III.

The post office address of the corporation's initial registered office is 805 Texas National Bank Building, Houston, Texas, and the name of its initial registered agent at such address is N. M. Shirley.

## IV.

The period of its duration is perpetual.

## V.

The direction and management of the affairs of this corporation and the control and disposition of its properties and funds shall be vested in a Board of Trustees composed of such number of persons (not less than 3 and not more than 5) as may be fixed by the by-laws of the corporation. Until changed by the by-laws the number of Trustees shall be five (5). The Trustees shall continue to serve until their successors are selected in the manner provided in the by-laws of the corporation.

The names and residences of the persons who are appointed and who shall serve as Trustees of the corporation until their successors are duly elected and qualified, are as follows:

N. M. Shirley	805 Texas National Bank Building Houston 2, Texas
R. F. Black	805 Texas National Bank Building Houston 2, Texas
Fred C. Starkey, Jr.	805 Texas National Bank Building Houston 2, Texas
Wiley Caldwell	8th Floor, Bank of the Southwest Building, Houston 2, Texas
Don C. McDonald	8th Floor, Bank of the Southwest Building, Houston 2, Texas

## VI.

This corporation is a non-profit corporation, organized for charitable purposes solely and is without stock, and no part of its property, whether income or principal, shall ever inure



to the benefit of any officer, trustee, or employee of the corporation or of any individual having a personal or private interest in the activities of the corporation, nor shall any such officer, trustee, employee or individual receive or be lawfully entitled to receive any pecuniary profits from the operations of this corporation except reasonable compensation for services rendered in carrying out one or more of its said purposes. This corporation shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda, or otherwise attempting to influence legislation.

#### VII.

The corporation shall have no members.

#### VIII.

In the event of the dissolution of the corporation by termination of its existence, lapse of time or otherwise, when it has the ownership of, or is entitled to ownership of, any funds or property of any sort, real, personal or mixed, such funds or property or right thereto shall not be transferred to private ownership, but shall be transferred and set over to an exempt organization under the provisions of the Internal Revenue Code which is engaged in activities substantially similar to the purposes of the corporation, and if none be then in existence then to one or more municipalities, counties, cities or towns then capable of fulfilling the purposes of the corporation, and if none be then in existence, it shall be charged with a charitable public trust to be used exclusively in the State of Texas for charitable, civic, educational or recreational purposes and shall be thereafter administered and applied to public charitable purposes by the Trustee or Trustees to be appointed pursuant to law by a court of competent jurisdiction upon suitable proceedings brought for the purpose.



## IX.

This corporation may take and hold any donations, grants, devises or bequests which may be made in the support of its purposes. All funds of the corporation, whether from donation or otherwise, in excess of the expenditures necessary for the proper administration of such funds, shall be used exclusively for carrying on the work in promoting the charitable purposes for which the corporation is formed as herein set forth.

## X.

Anything to the contrary herein notwithstanding, the Trustees shall not:

- (1) lend any part of the corporation assets to;
- (2) pay any compensation, other than that set forth in Article VI to;
- (3) make any services, benefits, or facilities of the corporation available on a preferential basis to;
- (4) purchase any securities or other property for ~~any other purpose~~ ~~other than adequate consideration in money or money's worth from;~~
- (5) sell any securities or other property for other than adequate consideration in money or money's worth to;
- (6) engage in any other transaction which diverts any part of the corporate assets to;

any person, association or corporation who has contributed property or money to the corporation, nor shall the Trustees ever engage, participate, or intervene in any activity or transaction which would cause the corporation to lose its status as an exempt organization under the provisions of the Internal Revenue Code and the use, directly or indirectly, of any part of the corporation's funds or property in any such activity or transaction is hereby expressly prohibited.

## XI.

The names and addresses of the incorporators are:



529-77-0499

Name	Address
N. M. Shirley	805 Texas National Bank Building Houston 2, Texas
R. F. Black	805 Texas National Bank Building Houston 2, Texas
Fred C. Starkey, Jr.	805 Texas National Bank Building Houston 2, Texas
Wiley Caldwell	8th Floor, Bank of the Southwest Building, Houston 2, Texas
Don C. McDonald	8th Floor, Bank of the Southwest Building, Houston 2, Texas

IN TESTIMONY WHEREOF, witness our hands this the 26<sup>th</sup>  
day of February, 1963.

N. M. Shirley  
R. F. Black  
Fred C. Starkey, Jr.  
Wiley Caldwell  
Don C. McDonald

THE STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned, a notary public, do hereby certify that on this 26 day of February, 1963, personally appeared before me N. M. SHIRLEY, who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as incorporator, and that the statements contained therein are true.

Notary Public in and for  
Harris County, Texas

Virginia Keenan  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned, a notary public, do hereby certify that on this 26 day of February, 1963, personally appeared before me R. F. BLACK, who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as incorporator, and that the statements contained therein are true.

Notary Public in and for  
Harris County, Texas

Virginia Keenan  
Notary Public in and for  
Harris County, Texas



529-77-0500

THE STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned, a notary public, do hereby certify that on this 30 day of February, 1963, personally appeared before me FRED C. STARKEY, JR., who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as incorporator, and that the statements contained therein are true.

Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1964

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned, a notary public, do hereby certify that on this 21 day of February, 1963, personally appeared before me WILEY CALDWELL, who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as incorporator, and that the statements contained therein are true.

Marylene Weir  
Notary Public in and for Harris County, Texas

MARYLENE WEIR  
Notary Public, in and for Harris County, Texas  
My Commission Expires June 1, 1963

THE STATE OF TEXAS  
COUNTY OF HARRIS

I, the undersigned, a notary public, do hereby certify that on this 26 day of February, 1963, personally appeared before me DON C. McDONALD, who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as incorporator, and that the statements contained therein are true.

Marylene Weir  
Notary Public in and for Harris County, Texas

MARYLENE WEIR  
Notary Public, in and for Harris County, Texas  
My Commission Expires June 1, 1963



529-77-0501

FILED  
In the Office of the  
Secretary of State of Texas

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF

AUG 1 1968

CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC. *Charles T. Wood*  
Deputy Director, Corp. Division

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation which Articles of Amendment alter Article V of such Articles of Incorporation by substituting language to provide that the number of Trustees shall be 11, to be selected and to serve in accordance with the By-Laws, and deleting prior provisions for a minimum of three and a maximum of five Trustees determined in accordance with the By-Laws.

1. The name of the corporation is Clear Lake City Community Association, Inc.

2. The following amendment to the Articles of Incorporation was adopted by the corporation on July 29, 1968. Article V of the Articles of Incorporation is hereby amended so as to read as follows:

"The direction and management of the affairs of this corporation and the control and disposition of its properties and funds shall be vested in a Board of Trustees composed of 11 persons. The Trustees shall be elected and shall serve in accordance with the By-Laws of the corporation."

3. The amendment was adopted in the following manner:

The amendment was adopted at a meeting of the Board of Trustees held on July 29, 1968, and received the vote of a majority of the Trustees in office, there being no members having voting rights in respect thereof.

Dated July 29, 1968.

CLEAR LAKE CITY COMMUNITY  
ASSOCIATION, INC.

By *J. H. Moore*  
Its President

and *B. P. Pierce*  
Its Secretary



529-77-0502

STATE OF TEXAS

COUNTY OF HARRIS

I, Elva A. Wells, a Notary Public, do hereby certify that on this 29<sup>th</sup> day of July, 1968, personally appeared before me J. H. Moore, being duly sworn, declared that he is President of the corporation executing the foregoing document, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Elva A. Wells  
Notary Public in and for  
Harris County, Texas

My Commission expires:

June, 1969



**CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.  
BYLAWS**

**ARTICLE I NAMES, PURPOSES AND OFFICES**

- 1.1 Name
- 1.2 Purpose
- 1.3 Principal Office
- 1.4 Other Offices
- 1.5 Members

**ARTICLE II MANAGEMENT**

- 2.1 Form of Management

**ARTICLE III REPRESENTATION**

- 3.1 Number of Trustees
- 3.2 Tenure of Office

**ARTICLE IV ELECTIONS**

- 4.1 Regulations
- 4.2 Date and Place for Voting
- 4.3 Qualification of Voter
- 4.4 Commercial/Industrial Election
- 4.5 Recall of Trustees
- 4.6 Qualification of Candidates
- 4.7 Commercial/Industrial Representative
- 4.8 Counting of Votes for Trustee Elections or Recall Voting

**ARTICLE V VACANCY**

- 5.1 Removal of Trustee
- 5.2 Resignations
- 5.3 Filling Vacancy
- 5.4 Nomination for Vacancy
- 5.5 Term of Office

**ARTICLE VI MEETINGS**

- 6.1 Annual Meeting
- 6.2 Regular Meetings
- 6.3 Special Meetings
- 6.4 Waiver of Notice
- 6.5 Action Without a Meeting
- 6.6 Committee Meetings
- 6.7 Quorum
- 6.8 Meetings conducted according to Robert's Rules of Order

**ARTICLE VII OFFICERS**

- 7.1 Officers of the Corporation
- 7.2 Number of Offices
- 7.3 Salary
- 7.4 Period of Time, Removal, and Vacancy
- 7.5 The President
- 7.6 The Vice Presidents
- 7.7 The Secretary
- 7.8 The Treasurer
- 7.9 Committees
- 7.10 Committee Structure & Charters
- 7.11 Dissolution of Committees

**ARTICLE VIII BYLAWS**

- 8.1 Provisions for Regulation and Management
- 8.2 Power to Alter, Amend, or Repeal
- 8.3 Policy Statements

**ARTICLE IX GENERAL PROVISIONS**

- 9.1 Annual Financial Statement
- 9.2 Checks
- 9.3 Fiscal Year
- 9.4 Seal
- 9.5 Books and Records
- 9.6 Assessment Collection
- 9.7 Operational Funds
- 9.8 Transfer Fee
- 9.9 Capital Outlays
- 9.10 Influence Peddling
- 9.11 Competitive Bids
- 9.12 Policy Statements re Deed Restrictions

**ARTICLE X INDEMNIFICATION**



**CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.**  
**BYLAWS** 329-77-0505

**ARTICLE I NAMES, PURPOSES AND OFFICES**

- 1.1 The name of this corporation is CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.
- 1.2 This corporation is organized for exclusively charitable, civic, educational, and recreational purposes, to wit:
- (a) To render constructive civic service for the promotion of the social welfare of the community and of the citizens of Clear Lake City to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation. The purpose of the corporation shall not be the protection, promotion or stimulation of any business organized for profit;
  - (b) To promote and provide educational and public recreational facilities for the residents of Clear Lake City and surrounding areas; and
  - (c) To acquire, maintain, and conduct buildings and property for charitable public services and educational and recreational facilities.
- Neither any donation made to this corporation nor any fund or property arising therefrom, in whatever form it may take, shall be diverted from the purposes here set out.
- 1.3 The principal office shall be 16511 Diana Lane, Houston, Texas 77062, or such other place as may be determined by the Board of Trustees.
- 1.4 The corporation may also have offices at such other places both within and without the State of Texas as may be determined by the Board of Trustees.
- 1.5 The corporation shall have no members.

**ARTICLE II FORM OF MANAGEMENT**

- 2.1 This corporation shall take a "Board-Manager" form. All powers of the corporation shall be vested in the Board of Trustees except as otherwise provided in these Bylaws. The Board shall employ a general manager, who shall execute the bylaws and administer the business of the corporation in accordance with the policies and budget adopted by the Board of Trustees.

**ARTICLE III REPRESENTATION**

- 3.1 The number of Trustees is fixed at 11, composed of Trustees as follows:
- 2 representing Core A (Oakbrook) of Clear Lake City, Harris County, Texas
  - 2 representing Core B (Oakbrook West) of Clear Lake City, Harris County, Texas
  - 2 representing Core C (Meadowgreen) of Clear Lake City, Harris County, Texas
  - 2 representing Core D (Camino South) of Clear Lake City, Harris County, Texas
  - 2 representing University Green of Clear Lake City, Harris County, Texas
  - 1 representing Commercial/Industrial Areas of Clear Lake City, Harris County, Texas
- 3.2 Tenure of office for each elected Trustee shall be three years provided that, in order to create continuity of management, the Trustees will have their terms staggered. Members of the Board of Trustees shall be seated as the first order of new business and commence their term of office on the second Tuesday of June of any given year. Unless an elected Trustee resigns, or this term of office otherwise expires prematurely, he shall continue to serve for the period of time which he/she was elected, that is, one year, two years, or three years, depending whether the elected Trustee is filling an unexpired term or an expired term.



**ARTICLE IV ELECTIONS**

- 4.1 Rules governing elections shall be those which govern elections for public office in the State of Texas except in the case of the qualifications of candidates and voters.
- 4.2 Elections for Trustees shall be held on the first Saturday of May in any given year. The place of voting shall be the Clear Lake Recreation Center, 16511 Diana Lane, Houston, Texas 77062-5796.
- 4.3 The only qualification for voting in a Core or University Green election shall be ownership of residence and occupancy of such residence in the Core or University Green for which the election is held.
- 4.4 In order to vote for a commercial/Industrial candidate, each voter must be the owner/proprietor of an industrial or a commercial establishment within the boundaries of the Clear Lake City Community Association, Inc.
- 4.5 A recall election shall be called by the Board of Trustees upon receipt of a recall petition signed by 100 resident property owners of the concerned Trustee's Core or University Green if the Trustee represents that subdivision or commercial/Industrial if the Trustee represents that area. The petition shall state the specific act (or acts) by the Trustee that is (are) in violation of his duties to the community as described in the Articles of Incorporation, By-laws, and Policies of the CLCCA, or constitutes conduct detrimental to the community. The presenter of the petition must sign an affidavit that swears to the authenticity of the signatures on the petition. The recall election must be held within sixty days from receipt of a valid recall petition unless the date of the recall election falls within sixty days, but not less than 30 days, of the first Saturday in May, which is the regular election day for the Core, University Green, and commercial/Industrial. In order for recall of the trustee, there must be approval of 2/3 of the property owners voting from the Trustee's core or University Green if the Trustee represents that subdivision or commercial/Industrial if the Trustee represents that area. The voting is to be carried out in the same manner as regular Trustee elections.
- 4.6 Qualifications of candidates for election as Core or University Green representatives on the Board of Trustees shall be (1) ownership and occupancy of a residence in the Core or University Green for which he/she is a candidate for six months prior to the beginning of the filing period, (2) current in all Clear Lake City Community Association assessments and fees, (3) currently in full compliance with all applicable deed restrictions at the time of filing or taking such steps as are necessary to be in full compliance prior to the effective date of office, and (4) filing as a candidate prior to the closing date during the time period for filing as established by the Board of Trustees. When a Core representative or University Green representative no longer owns and occupies a home in the Core or University Green from which he/she was elected, or if he/she becomes delinquent in paying Clear Lake City Community Association assessments and fees or violates one of more of the deed restrictions and refuses to take corrective action to come into compliance, his/her services as Trustee shall terminate. Currency and compliance with regard to Clear Lake City Community Association assessments, fees and deed restrictions shall apply to all individuals either seeking election to the Board of Trustees or holding office, who are residents of Cores or University Green, regardless of the position on the Board sought or held.
- 4.7 Qualifications of candidates for election as a commercial/Industrial representative on the Board of Trustees shall be (1) ownership/proprietorship of an industrial or commercial establishment within the boundaries of the Clear Lake City Community Association for six months prior to the beginning of the filing period, (2) current in all Clear Lake City Community Association assessments and fees, (3) currently in full compliance with all applicable deed restrictions at the time of filing or taking such steps as are necessary to be in full compliance prior to the effective date of office, and (4) filing as a candidate prior to the closing date during the time period for filing as established by the Board of Trustees. When a Commercial/Industrial representative no longer is the owner of an industrial or a commercial establishment within the boundaries of the Clear Lake City Community Association, Inc., or if he/she becomes delinquent in paying Clear Lake City Community Association assessments and fees or violates one or more of the deed restrictions and refuses to take corrective action to come into compliance, his/her service as Trustee shall terminate. Currency and compliance with regard to Clear



- 4.7 Lake City Community Association assessments, fees and deed restrictions shall apply to all individuals either seeking election to the Board of Trustees or holding office, who are residents of Cores or University Green, regardless of the position on the Board sought or held.
- 4.8 The elections judges shall count the votes after close of the poll. No other persons, other than a security officer may be present during the vote count, unless authorized to be present by a vote of the CLCCA Board of Trustees. The election judges will post the election results at the polling place after the vote count is made. Any challenges to the vote count may be made in writing at the CLCCA office no later than ten (10) business days after the election. The election judges will make a requested recount in the presence of one representative from each party in the contested election, a CLCCA Board representative, and a security officer. No other persons are allowed unless approved by a vote of the CLCCA Board of Trustees.

#### **ARTICLE V VACANCY**

- 5.1 A request for action to remove a Trustee from office may be made by any group of at least four then sitting Trustees provided that the request is submitted no less than 40 days before a meeting that would consider such action. A Trustee is removed from office by a two-thirds vote of the then sitting Trustees during a regularly scheduled meeting of the Board of Trustees or a special meeting called by at least four then sitting Trustees. The Trustee against whom the removal action is pending shall be notified of the pending action and its causes by registered mail no less than 30 days before the vote. The Trustee shall have the opportunity to defend against the removal action in open meeting of the Trustees before the vote. The Trustee may call on any persons to speak in his defense during the open meeting. The removal of a Trustee may be considered only for the following purposes: (1) delinquent in paying Association fees; (2) violation of fiduciary responsibilities; (3) violation of deed restrictions; (4) conflict of interest; (5) absent from four consecutive regular, special or committee meetings, or from one-third or more of the regular, special or committee meetings during a one year period.
- 5.2 In the event that a representative shall resign or his term of office expires prematurely, the vacancy occurs when the President receives the letter of resignation of office by the resigning Trustee. No oral statement shall be accepted. Within five days, the President shall notify the Board of Trustees that a vacancy has occurred and provide them with a copy of the letter of resignation.
- 5.3 Any vacancy or vacancies occurring on the Board of Trustees may be filled until the next scheduled election by the affirmative vote of a majority of the remaining qualified trustees at a regularly scheduled Board meeting.
- 5.4 After names are submitted to the Board of Trustees for nomination, each nominee shall be qualified before a vote is taken. If the first vote fails to appoint a Trustee, the two candidates receiving the most votes shall remain in nomination, all others being withdrawn and another vote taken.
- 5.5 This appointed Trustee shall serve until his successor is elected at the next occurrence of the election date specified in Section 4.2 of these Bylaws. The newly appointed representative begins this term of office in accordance with Section 3.2 of these Bylaws and is seated immediately following the appointments. The Trustee will have equal status and rights as if elected.

#### **ARTICLE VI MEETINGS**

- 6.1 The annual meeting of the Trustees shall be held on the second Tuesday in June of each year unless such day be a legal holiday, in which event the meeting shall be held on the first business day following thereafter. At the annual meeting, the Board of Trustees shall receive the results of the Core, University Green and Commercial/Industrial election and at that time seat the newly elected Trustees. The Board of Trustees shall receive a list of all names of the Trustees, addresses, telephone numbers and date of expiration of the terms of the Trustees.
- 6.2 The Board of Trustees shall conduct regular meetings during the year and such meetings will be held on the second Tuesday of each month. The Board can vote to change the date when holidays or special occasions will interfere with the second Tuesday.



- 6.3 Special meetings of the Trustees may be called by the President, or by two of the Trustees acting jointly, at any time. At least ten (10) days written notice of any special meeting shall be given to all Trustees.
- 6.4 A Trustee, by writing, may waive notice of any meeting of Trustees and attendance at any meeting shall constitute a Waiver of Notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.
- 6.5 In an emergency, the Board of Trustees may without a meeting take action by collecting signatures of two-thirds of then sitting Trustees on a document that describes the action to be taken. Such consent shall have the same force and effect as a unanimous vote during a meeting of the Trustees. An emergency is a situation that has occurred unexpectedly and is not a pre-existing condition. For instance, an air conditioning system breaks in July, playground equipment is vandalized in a manner that threatens safety of children playing on it, a storm topples a tree, an underground water pipe breaks, or a power transformer malfunctions.
- If the emergency is such that without immediate action the Association would be exposed to new legal liability, severe loss to capital equipment or condition of land, or loss of normal operations, then three-fourths of the then sitting Trustees may orally assent in a telephone poll that is conducted by the General Manager or Board President. Such consent shall have the same force and effect as a unanimous vote during a meeting of the Trustees.
- For any Board action outside a regular meeting, the circumstances of the emergency and the outcome of the decision process shall be attested and recorded at the next full meeting of the Trustees following the action.
- 6.6 Committee meetings shall be called by the chairman and a sufficient notice shall be set at five days. If a chairman fails to call a meeting, the committee must meet on the call of two of its members. Quorum in a committee is a majority of its membership. The committee chairman usually serves as secretary and may keep brief notes of the meeting. Any committee member who is absent shall be informed by the chairman as to the actions of the committee at the meeting.
- 6.7 A majority of the duly elected or appointed and qualified Trustees shall constitute a quorum for the transaction of business at any meeting and an affirmative vote of a majority of the Trustees thus present, provided at least a majority of the duly elected or appointed and qualified Trustees shall vote affirmatively, shall be necessary for the transaction of ordinary business of the corporation, except as otherwise provided by the Articles of Incorporation and these Bylaws.
- 6.8 All meetings shall be conducted in accordance with Robert's Rules of Order unless specifically modified herein after.

#### ARTICLE VII OFFICERS

- 7.1 The officers of the corporation shall consist of a president, a vice president, a secretary, a treasurer and such other officers as the Board of Trustees may, from time to time, determine. The officers shall be Trustees. The Trustees at the Annual June meeting after the seating of newly elected Trustees shall nominate and elect all officers of the corporation for the ensuing year, to serve starting with their election and to hold office at the pleasure of the Board.
- 7.2 Any two or more offices may be held by the same person except for the offices of Secretary and President.
- 7.3 There shall be no salaries for the Trustees or officers.



- 7.4 The officers of the corporation shall hold office until their successors are elected or appointed and qualify, or until their death, or until their resignation or removal from office. Any officer elected or appointed by the Board of Trustees may be removed at any time by the affirmative vote of a majority of the elected and appointed Trustees, but such removal shall be without prejudice to the contract rights, if any, of the persons so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Trustees.
- 7.5 The president shall be the chief executive officer of the corporation and shall see that all orders and resolutions of the Board of Trustees are carried into effect. He shall preside at all meetings of the Board of Trustees.
- 7.6 The vice presidents, in the order of their seniority unless otherwise determined by the Board of Trustees, shall, in the absence or disability of the president, perform the duties and will have the authority to exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Board of Trustees may from time to time prescribe or as the president may from time to time delegate.
- 7.7 The secretary shall affix the seal of the Corporation to any instrument requiring it following authorization by the Board. The Secretary is responsible for the minutes of all meetings of the Board of Trustees and all communication from the Board of Trustees to the Association homeowners. The secretary shall attest and certify such Board minutes and documents as may be required from time to time. The secretary shall perform other duties and have such powers as delegated by the Board.
- 7.8 The Treasurer shall present statements of the financial condition of the corporation at the August meeting and as otherwise requested by the Board. The Treasurer shall perform other duties and have such other powers as delegated by the Board.
- 7.9 The Board of Trustees may create standing and special committees of no less than two (2) nor more than five (5) members with powers and duties as the Board of Trustees may determine. Committee and chairperson appointments are made by the President and confirmed by the Board. The President may attend any and all committee meetings and may vote. The President's attendance is not required and does not contribute to or detract from the quorum. Non-trustees may attend only by invitation by the chairman of the committee.
- 7.10 Each standing committee of the board shall draft and have approved by the entire Board a charter for that committee setting forth the duties, responsibilities and composition of said committee. No committee shall function in a manner representing the CLCCA without setting forth their charter, except as may be established on a special temporary or ad hoc basis, by vote of the majority of the Board, and for a limited purpose and a limited time, not to exceed a maximum of six (6) calendar months. All standing rules of the board of Trustees of the CLCCA shall be equally applicable to any standing or special committees.
- 7.11 Upon the recommendation of the chair of a committee of the Board, or if there is no chair, upon recommendation of the President of the Board of Trustees, a standing or special committee may be dissolved, subject to approval by a vote of the majority of the Board.

#### **ARTICLE VIII BYLAWS**

- 8.1 The Bylaws may contain any provisions for the regulation and management of the affairs of the Clear Lake City Community Association, Inc. in accordance with the Texas Non-Profit Corporation Act, the Articles of Incorporation and the Deed Restrictions.
- 8.2 The power to alter, amend or repeal the Bylaws or to adopt new Bylaws shall be vested in the Board of Trustees. This action may be taken at any annual, regular or special meeting of the Board of Trustees, provided that notice of the proposed amendments is given in writing to all of the Trustees ten (10) days before such meeting.



- 8.3 The Board may adopt policy statements and other resolutions not inconsistent with these Bylaws, the Articles of Incorporation and the Deed Restrictions.

529-77-0510

#### **ARTICLE IX GENERAL PROVISIONS**

- 9.1 A certified audit of the financial records of the corporation shall be performed and a statement of financial condition shall be issued within 120 days of the end of the fiscal year by an independent auditor hired by the Board of Trustees.
- 9.2 All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Trustees may from time to time designate.
- 9.3 The fiscal year of the corporation shall be fixed by resolution of the Board of Trustees.
- 9.4 The corporate seal shall be in such form as may be prescribed by the Board of Trustees. The seal may be used by causing it, or a facsimile thereof, to be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature to be executed by officers of the corporation.
- 9.5 The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Trustees. These books and records shall be at its registered office or principal place of business.
- 9.6 Assessments are due and payable on July 1 of each year. If assessments are not paid on or before July 31 of each year, a late payment fee of the maximum allowed by Texas statutes will be incurred on August 1 of each year hereafter until paid in full.
- 9.7 Funding for the day to day operation, and maintenance of the activities of the Clear Lake City Community Association shall be referred to as OPERATIONAL FUNDS, and these shall be derived normally from mill assessments, fees for services, and with Board approval, interest from Reserve Fund Investments. As such, the planning, programming and budgeting for expenditure of these funds shall be absolutely restricted to that amount of anticipated income in any fiscal year. Likewise, capital improvements from Operational Funds shall be prohibited.
- 9.8 Whenever a property is sold or refinanced, a transfer fee shall be charged to the buyer. The amount of the fee will be established by the Board of Trustees.
- 9.9 Capital outlays for equipment or improvements shall be made only with the approval of the Board of Trustees for amounts greater than that which the Board determines from time to time to be within the purview of the General Manager.
- 9.10 The Board of Trustees or the General Manager will not purchase goods or services from a member of the Board of Trustees.
- 9.11 Competitive bids shall be solicited whenever the Board of Trustees decides to do so based upon cost, state of the technology or other factor. When such bids are received they shall be separated into several parts, i.e.: bidder understanding of and intent to comply with technical specifications; bidder location (perhaps indicative of prompt response during contingencies); prior proven performance of bidder (track record), as indicated by recorded experience and close adherence to schedules; and, proposed cost. Each consideration, or such others as may be decided, shall be evaluated on a fair, competitive basis.
- 9.12 The Board of Trustees may adopt policy statements to clarify the deed restrictions and operational procedures.



#### ARTICLE X INDEMNIFICATION

The Association shall indemnify every Trustee or officer, his heirs, executors and administrators, against all loss, cost and expense, including attorneys fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in the Article X shall be deemed to obligate the Association to indemnify any Owner of a Lot or Commercial Unit who is or has been a Trustee or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration of Covenants, Conditions and Restrictions for any subdivision in Clear Lake City as an Owner of a Lot or Commercial Unit covered thereby

529-77-0511



I hereby certify that the foregoing is a true and correct copy of the Bylaws of the CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC., as revised at the meeting of the Board of Trustees of said corporation held September 14, 1999.

529-77-0512

A handwritten signature in cursive script, appearing to read "James Delwood", is written over a horizontal line.

James Delwood, Secretary



529-77-0513

**POLICY STATEMENT 402-1  
APPLICATION FOR ARCHITECTURAL REVIEW**

**SUBJECT:** Procedure for submitting requests for altering the external appearances of property. Procedures for the Residential and Commercial areas will be presented.

1. Requests for Residential modifications to the exterior of the residential property will require the submission of an application form showing proposed changes in detail for review and approval by the Architectural Review Committee.
2. Standard form shall be used and must be submitted to the Clear Lake City Community Association principle office. The office will assign a number to the application, record and provide a receipt for the application. An application shall be officially received by the Association upon issuance of the receipt. The applicant must retain the receipt as proof of submission. The Architectural Review Committee must provide a response within thirty (30) days of issuance of the receipt.
3. Request for altering the appearance for Commercial exteriors involves filing the Commercial Signage and/or Exterior Modification forms. The forms may be submitted to either the Clear Lake City Community Association or to the contracted property management company. However, official acceptance requires that the applicant obtain a receipt from the contracted property management company agent. A response by the Architectural Review Committee must be made within thirty (30) days of issuance of the receipt.
4. Approvals by the Architectural Review Committee are valid for one (1) year and changes that have been requested must be completed in that time after which re-submission is required.

**ORIGINAL POLICY - APPROVED NOVEMBER 9, 1999**



RECREATION DEPARTMENT  
POLICY STATEMENT 405-3E

APPROVED 3/9/99

SUBJECT: Facility Tags (for use of pools, gym & tennis courts)  
Fitness Tags (for use of weight/fitness room)

1. GENERAL POLICY

- A. The CLCCA Board of Trustees shall determine purchase prices or changes to such tags.
- B. All tags will be available for purchase at the CLCCA office during regular office hours.
- C. Subject tags remain the property of CLCCA & should be returned to CLCCA when individuals purchase new tags or move from the CLCCA area.
- D. A CLCCA resident will be required to present some evidence that he/she resides in the Association's area, such as a driver's license, voter registration card, tax records or a bank check with their address printed thereon.
- E. Every individual (except children under two years of age) using CLCCA facilities (Gym, Pools, Tennis Courts) will be required to wear a Facility Tag. Anyone using the Fitness Room must be at least 13 years of age and must wear a Fitness Tag that is fully visible.
- F. Facility/Fitness Tags will be issued to each individual by name and number and will not be worn by anyone even within the same family. Loaning of a Facility and/or Fitness Tag to someone else or repeated misconduct may result in forfeiture of the tag/tags and no further use of the facilities for the remainder of the year. No rebates will be provided.
- G. CLCCA employees will make frequent checks to insure proper use of the Facility/Fitness Tags.
- H. The Association may suspend the right to use of the recreational facilities and Common Area by a resident for any period during which any assessment against his lot remains unpaid.

2. FACILITY TAGS

- A. All Facility Tags issued will be valid for one (1) year from date of purchase. A family membership cost for CLCCA residents is \$60.00 per year. A family membership shall mean one family (parents & their children under 21, or if over 21, a full time student once proof of dependency is established).
- B. Other related persons living in the same household must establish proof of residency & dependency (income tax records) to be considered a member of the family. If proof cannot be established, they must purchase a separate membership tag or purchase guest tags.
- C. The first guest tag can be purchased at the time of the initial family membership for \$10.00. Thereafter the cost is \$30.00 for a guest tag. Guests using a Facility guest tag must be accompanied by a member when using an association facility.
- D. Non-CLCCA residents family membership shall cost \$100.00.
- E. Guest fees the facilities (gym, pools & tennis courts) shall be \$3.00 per day per person or \$15.00 per week per person or family.
- F. Replacement tags for CLCCA residents shall be charged \$5.00 & non-CLCCA residents \$10.00.



RECREATION DEPARTMENT

## POLICY STATEMENT 405-2A

**SUBJECT: Program Refunds**

1. Refunds will not be made after registration closes except in most unusual circumstances such as:
  - a. An illness or injury makes the individual unable to participate.
  - b. Family moves out of the Clear Lake Area.
  - c. There will be a fee of not more than twenty percent charged for program refunds and no refunds will be given after the first two weeks.
  - d. In the event that a program does not make, a full refund will be given.
2. All refunds will be personally approved by the General Manager on recommendation from the Program Director.
3. In the event that any program participant disagrees with the decision of the General Manager, he/she may appeal to the Board of Trustees in writing or in person for a final decision.

Policy Statement 405-2A (approved 1/5/82) supersedes Policy Statement 405-2.



POLICY STATEMENT 405-3E  
Page 2

3. FITNESS ROOM TAGS

- A. All Fitness Room Tags issued shall be valid for one (1) year from date of purchase. Purchase of a Facility Tag membership is not required for use of the weight/fitness room.
- B. Purchase price for each CLCCA resident shall be \$100.00 per year and \$125.00 per year for each non-CLCCA resident. Fitness Room Tags will not be sold in combination with Facility Tags.
- C. Additional CLCCA family members can purchase tags for \$50 each and non-CLCCA family members \$75.00 each. Family members are described in Section 2A & B above.
- E. Guest fees for use of the Fitness Room are \$5.00 per day or \$25.00 for six (6) visits.
- F. Replacement tags for CLCCA residents are \$5.00 & \$10.00 for non-CLCCA residents.
- G. No refunds unless provided with a doctor's statement that the tag holder is unable to use the equipment.

APPROVED MARCH 9, 1999



**RECREATION DEPARTMENT**  
**POLICY STATEMENT 405-41**  
 Page 2

ALL ORGANIZATIONS/INDIVIDUALS MUST COMPLETE A HOLD HARMLESS AGREEMENT AND PROVIDE PROOF OF LIABILITY INSURANCE COVERING RENTAL BEFORE USE OF FACILITIES. SET-UP AND TAKE-DOWN MUST BE PERFORMED DURING RENTAL PERIOD.

Room B \$30.00 for first two hours and \$15.00 each additional hour plus \$75.00 clean-up deposit for any events where such is required.

Room C & D  
 50 people and under: \$70.00 for the first two hours, each additional hour \$30.00; deposit \$75.00.  
 Over 50 people: \$90.00 for the first two hours, each additional hour \$40.00; deposit \$100.00

If alcohol is served, the deposit will be \$250.00 regardless of how many people are in attendance and a uniformed security officer must be present.

Pavilion Room  
 60 people and under: \$100 for the first two hours and \$40 each additional hour; deposit \$100.  
 Over 60 people: \$130 for the first two hours and \$55 each additional hour; deposit \$150.

If alcohol is served, the deposit will be \$250 regardless of how many people are in attendance and a uniformed security officer must be present.

NOTE: 25% of the deposit for large events in Pavilion Room, Room C/D or the gym will be forfeited if there is a cancellation within one month of the scheduled date.

Old Office: \$15/hour, \$50 deposit & HHA.

Gym (Under 250 people) \$400.00 for six hours and \$40.00 each additional hour plus \$200.00 clean-up/damage deposit for any events where such is required.

Gym (250-500 people) \$500 for six hours and \$50.00 each additional hours plus \$250 clean-up deposit for any events where such is required.

Lock In Gym only - \$300 up to 60 students, \$4.00 per student over 60 students. Indoor pool - additional \$30/hour.

Tennis Courts \$20/hour/4 courts; \$10/hour/2 courts + completed HHA (no deposit required).

NON-PROFIT GROUPS i.e. schools, homeowner associations, Girl Scouts, Boy Scouts, etc. will be charged a nominal fee to use the Rec Center facilities in order to cover operating expenses. A clean-up/damage deposit (above) will be required and a signed Hold Harmless Agreement must be on file in the Association office prior to use of the facilities.

Room C/D \$25 for first hour/\$10 each additional hour

Pavilion Room \$25 for first hour/\$15 each additional hour

SPORTS ORGANIZATIONS & SIMILAR GROUPS A clean-up/damage deposit of \$150.00 will be required and a signed Hold Harmless Agreement must be on file in the Association office prior to use of the facilities.

Room C/D \$25 for first hour and \$10 each additional hour

Gymnasium \$35.00 per hour

Anywhere on Rec Center Property for photo sessions \$10.00 per hour

Any fields owned by the Clear Lake City Community Association No charge

APPROVED May 6, 1997



529-77-0518

RECREATION DEPARTMENT

POLICY STATEMENT 405-5

SUBJECT: Use of Tennis Courts

It is the policy of the Board of Trustees that the rules listed below will be followed in using Association owned Tennis Courts.

1. Courts are for Clear Lake City Community Association, Inc., residents with current ID tags only and their guests for whom a pass has been obtained in advance.
2. Current CLCCA identification tag must be worn where it can be seen to play.
3. Play will be limited to no more than one hour if an authorized player is waiting.
4. No organized tournaments are allowed unless approved in advance by the Board of Trustees.
5. Not more than two courts may be reserved for no more than two hours at one time for tennis lessons between 4 PM and closing time.
6. Lights will be turned off and switches locked at 10 PM by Recreation Center personnel.
7. Periodic checks will be made of identification tags by recreation center personnel. All persons without current ID tags or a pass will be asked to leave. Any holder of a current ID tag may ask anyone without a current ID tag or pass to leave.
8. Players will turn off lights when play is finished if no other authorized player is waiting.

Approved 11/12/74



529-77-0518

RECREATION DEPARTMENT

POLICY STATEMENT 405-5

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7. Periodic checks will be made of identification tags by recreation center personnel. All persons without current ID tags or a pass will be asked to leave. Any holder of a current ID tag may ask anyone without a current ID tag or pass to leave.
8. Players will turn off lights when play is finished if no other authorized player is waiting.

Approved 11/12/74



RECREATION DEPARTMENT

## POLICY STATEMENT 405-6

SUBJECT: Parent Observation of Program Instruction

The following will constitute the policy of the Clear Lake City Community Association, Inc., on observation by parents during scheduled program instruction at the Recreation Center.

1. Parents will not be allowed to observe instruction except during specified announced times such as the first and last weeks of gymnastics instruction and the last day of swimming lessons. The Program Director, in consultation with the General Manager, will determine when parent observation will not interfere with instruction.
2. The reasons for this Parent Observation Policy are as follows:
  - a. When the parent is present, the child looks to the parent rather than the instructor as the source of authority.
  - b. Parents are prone to talk to the instructor during the instruction period thereby degrading the quality of instruction for all students.
  - c. It is considered that a better learning environment will exist when the parent is not seen by the student.
3. Students will not be permitted to register in those cases where the parents insist on observing instruction.
4. A prorated refund will be given the student already registered if the parent does not leave the instruction area when asked to do so by the instructor.
5. A waiting area will be provided in the Program Director's office for those parents wishing to wait during the instruction period.



PARKS DEPARTMENT

## POLICY STATEMENT 406-1

SUBJECT: Priority for Use of CLCCA Athletic Fields

It is the policy of the Board of Trustees of the Clear Lake City Community Association, Inc., that the following will govern in the use of athletic playing fields in Association owned parks.

1. First priority will be given to organized teams that are affiliated with or are a part of a larger organization that competes in an organized effort such as Little League baseball.
2. Within the first priority, priority will be given for a specific team that has made improvements to the property requested for use. Improvements must have prior approval of the Board. This team priority will expire at the end of the second season of use.
3. The Association will not schedule any team for a specific location at a specific time. The first come, first served rule will apply with the understanding that the organizations and their coaches can work out a schedule that is satisfactory to all concerned to achieve maximum utilization of the facilities.

Approved 5/6/80



PARKS DEPARTMENT

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3. The Association will not schedule any team for a specific location at a specific time. The first come, first served rule will apply with the understanding that the organizations and their coaches can work out a schedule that is satisfactory to all concerned to achieve maximum utilization of the facilities.

Approved 5/6/80



POOL DEPARTMENT

529-77-0521

POLICY STATEMENT 407-1E

**SUBJECT: Use of Swimming Pools for Private Parties**

It is the policy of the Board of Trustees that pools may be used for private pool parties under the following conditions and/or rules:

1. Such parties will be held only when they do not conflict with regularly scheduled activities or events for the entire community.
2. Party must be sponsored by a Clear Lake City Community Association, Inc. homeowner or responsible adult, who will sign a statement holding the Clear Lake City Community Association, Inc. harmless and agrees to pay for any damages to facilities and agrees to comply with rules herein.
3. CLCCA will provide two lifeguards per pool who will be on duty at all times, either of whom will be empowered to terminate the party for violation of pool rules, damage to property, or in case of a teenage party, drinking of any form of alcoholic beverage. In all cases, the General Manager will be notified immediately.
4. A 3 hour maximum time limit will be enforced with that time not extending beyond 11:00 PM.
5. No glassware of any kind will be permitted in the pool area.
6. No smoking or eating of food will be permitted within two feet of the pool.
7. The adult sponsor must agree to completely clear up the entire area used and place all trash or rubbish in trash containers.
8. Outdoor Pools (Meadowgreen, Camino South, Oakbrook West)  
\$90.00 for first two hours and \$45.00 each additional hour when up to 40 people are in attendance. Two lifeguards will be provided. An additional \$10.00 per hour will be charged when over 40 people are in attendance to provide an additional lifeguard.

Rec Center Outdoor Pool with Water Slide

\$300.00 for first two hours and \$150.00 each additional hour when up to 40 people are in attendance. Five lifeguards will be provided. An additional \$15.00 per hour will be charged when over 40 people are in attendance to provide an additional lifeguard.

Rec Center Outdoor Pool without Water Slide

\$190.00 for first two hours and \$95 each additional hour when up to 40 people are in attendance. Three lifeguards will be provided. An additional \$15.00 per hour will be charged when over 40 people are in attendance to provide an additional lifeguard.

Indoor Pool

\$100.00 for first two hours and \$50.00 each additional hour when up to 40 people are in attendance. Two lifeguards will be provided. An additional \$15.00 per hour will be charged more than 40 people are in attendance to provide an additional lifeguard.



**DEED RESTRICTIONS**  
**POLICY STATEMENT 409-2**

**SUBJECT: Minimum Exterior Maintenance Guidelines**

It is the policy of the Board of Trustees that the following will constitute minimum exterior maintenance guidelines pursuant to Chapter 204, Section 204.010 of the Texas Property Code, which will apply to all homes within the Clear Lake City Community Association area, except those located within University Green.

All Improvements on a lot must be maintained in a state of good repair and shall not be allowed to deteriorate. Repairs shall include, but not be limited to, the following:

1. All painted or stained surfaces must be clean and well maintained with no bare or peeling areas, and all surfaces must be free of mildew.
2. All rotted and damaged wood must be replaced and any damaged brickwork repaired.
3. Gutters must be kept in good repair and not allowed to sag or hang down.
4. Roofs must be maintained in good repair with no missing or curling shingles.
5. All glass surfaces must be whole.
6. Garage doors must be undamaged and in good repair.
7. Fences and gates must be kept in good repair.
8. Sidewalks, driveways and curbs must be clean and undamaged. Seams and joints must be kept free of weeds.
9. Lawns must be kept mowed, edged and weed free. Flower beds must be kept free of weeds, and shrubs and trees must be kept trimmed.
10. There shall be no storage of clutter and debris in public view.
11. Mailboxes on private property must be maintained in good repair.

April 2, 1996

**Policy Statement 409-2 approved on 4/2/96.**



**DEED RESTRICTIONS**  
**POLICY STATEMENT 409-2**

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3. Gutters must be kept in good repair and not allowed to sag or hang down.
4. Roofs must be maintained in good repair with no missing or curling shingles.
5. All glass surfaces must be whole.
6. Garage doors must be undamaged and in good repair.
7. Fences and gates must be kept in good repair.
8. Sidewalks, driveways and curbs must be clean and undamaged. Seams and joints must be kept free of weeds.
9. Lawns must be kept mowed, edged and weed free. Flower beds must be kept free of weeds, and shrubs and trees must be kept trimmed.
10. There shall be no storage of clutter and debris in public view.
11. Mailboxes on private property must be maintained in good repair.

April 2, 1996

**Policy Statement 409-2 approved on 4/2/96.**



DEED RESTRICTIONS  
POLICY STATEMENT 409-3F

529-77-0523

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Oakbrook subdivision,  
Section 1.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Oakbrook subdivision, Section 1.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3, approved 3/20/79.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 409-3G

529-77-0524

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Oakbrook subdivision,  
Section 2.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

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A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Oakbrook subdivision, Section 2.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3, approved 3/20/79.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 409-3H

529-77-0525

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Oakbrook subdivision,  
Section 3.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Oakbrook subdivision, Section 3.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3, approved 3/20/79.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 403-3I

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Oakbrook subdivision,  
Section 4.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Oakbrook subdivision, Section 4.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3, approved 3/20/79.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 409-3J

529-77-0527

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Oakbrook West subdivision,  
Section 2.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Oakbrook West subdivision, Section 2.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3A, approved 2/5/91.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 409-3K

529-77-0528

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Oakbrook West subdivision,  
Section 3.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Oakbrook West subdivision, Section 3.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3B, approved 2/5/91.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 409-3L

529-77-0529

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Camino South subdivision,  
Section 1.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Camino South subdivision, Section 1.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3C, approved 2/5/91.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 409-3M

529-77-0530

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as  
Pertains to Recreation Vehicles in Camino South subdivision,  
Section 3.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Camino South subdivision, Section 3.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3D, approved 2/5/91.  
Approved October 4, 1994.



DEED RESTRICTIONS  
POLICY STATEMENT 409-3N

529-77-0531

SUBJECT: Board of Trustees Interpretation of Deed Restrictions as Pertains to Recreation Vehicles in Camino South subdivision, Section 4.

Definitions:

A "recreational vehicle" is a unit which contains facilities for either sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" shall include but not be limited to a motor home, truck camper, travel trailer, and camping trailer.

A "motor home" is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab which is an integral part of the completed vehicle.

A "slip-in truck camper" is a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a truck.

A "travel trailer" is a vehicular, portable structure built on a permanent chassis, designed by the manufacturer to be towed by another vehicle and used to provide temporary living quarters for recreational, camping or travel use.

A "camping trailer" is portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational, camping or travel use.

Policy:

It is the Policy of the Board of Trustees that the following will apply in regard to its involvement in the enforcing of Deed Restrictions as pertains to Recreation Vehicles in the declarations for Camino South subdivision, Section 4.

1. It was agreed and accepted that the intent of Grantor (Friendswood Development Company) when making the declarations was
  - a. to prevent a property owner from moving a towed house trailer/recreation vehicle onto a lot and someone living therein, and
  - b. to preserve the appearance of the area from an aesthetic standpoint.
2. That in the future, recreational vehicles would be considered to fall within the same category as boats and trailers and as such will
  - a. if placed on a lot, preferably be behind a six foot board fence behind the building setback line, or
  - b. as a minimum, placed behind the building setback line.
3. Recreational vehicles maintained on a lot nearer to the street than the building setback line will be considered as a deed restriction violation.

This policy supersedes Policy Statement 409-3E, approved 2/5/91.  
Approved October 4, 1994.



**DEED RESTRICTIONS  
POLICY STATEMENT 409-6**

529-77-0532

**SUBJECT:** Board of Trustees interpretation of Deed Restrictions as pertains to unattached structures in Oakbrook, Camino South, and certain sections of Oakbrook West subdivisions.

It is the policy of the Board of Trustees that the following will apply in regard to its involvement in enforcing the Deed Restrictions as pertains to unattached structures in declarations for the Oakbrook and Camino South subdivisions, and sections 2 & 3 of Oakbrook West subdivision.

1. It was agreed and accepted that the intent of the Grantor (Friendswood Development Company) when making the declarations was
  - A. To prevent the property owner from erecting a structure for a purpose other than that intended for proper residential use.
  - B. To preserve the appearance of the area from an aesthetic standpoint.
2. It was recognized that the Grantor did intend that certain unattached structures for proper residential use could be allowed in subdivisions, but with specific restrictions.
  - A. Deed Restrictions for the younger subdivisions of Meadowgreen and parts of Oakbrook West allow the placement of unattached structures for residential purposes. These structures include storage sheds, play structures including play houses, and accessory buildings (e.g. gazebos, shade structures for decks or pools).
  - B. Specific restrictions were placed on the square footage, height, and placement of structures on a property. These were intended to preserve the appearance of an area from an aesthetic point of view.
3. That in the future unattached structures erected for the proper purpose of residential use will be allowed in all sections of Oakbrook, Camino South, and Oakbrook West subdivisions provided that erection of such structures meet the following specific requirements.
  - A. The unattached structure cannot be used at any time for a residence.
  - B. The unattached structure shall not exceed eight (8) feet in height and the base dimensions not exceed one hundred (100) square feet.
  - C. The unattached structure shall not be used for storage of equipment or other items which are used for business purposes.
  - D. No structure may be erected without prior approval from the Board of Trustees' Architectural Review Committee.

**Approved: December 2, 1997 - Original Policy**



**TRANSMITTING ANTENNA REGULATIONS****POLICY STATEMENT 411-1**

Subject: Antenna conditions and limitations of operation and service are described. As a minimum, the following criteria should be met.

1. Transmitting antennas will be permitted only for licensed non-commercial amateur Radio Service.
2. Applicants requesting approval for an antenna installation must submit the following information with the Antenna Application Form and agree to construct and operate per the antenna guidelines.
  - a. Copy of a valid F.C.C. amateur radio license.
  - b. Present any applicable permits that may be needed.
  - c. Proof of liability insurance.
3. Guidelines:

A tower is defined as any supporting structure exceeding twenty feet from the level ground.

  - a. Towers will be limited in total height to sixty-five (65) feet from the immediate tower base to the highest point of the uppermost structure supported by the tower. The tower itself will be limited to fifty-five (55) feet in height.
  - b. Towers will be good commercial metal design. Tower mounts must meet manufacturer's specifications for strength of concrete and size. If tower is guyed, then all supporting structures must fit within the residential property and out of any easements and not closer than five feet to the property line. Towers must have adequate lightning protection. No tower may be erected on a residential roof and must be located in the rear yard.
4. Antennas:

Antenna elements placed on the tower or any other element will fit totally within the residential property lines and be of good commercial design.
5. Other antennas of smaller size will be located as inconspicuously as possible. Satellite communication and lunar type antennas should be mounted out of view as much as possible. Simple wire antennas will be placed out of view consistent with communication needs. No more than one tower will be allowed.
6. All Federal limitations on Radio Frequency exposure will be observed and a written document describing the exposure level must be submitted.
7. Amateurs will submit a yearly statement to the Clear Lake City Community Association of the routine maintenance performed and a statement of the condition of the structures.

**ORIGINAL POLICY- APPROVED DECEMBER 14, 1999**

**RECORDER'S MEMORANDUM**

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529-77-0534

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

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

DEC 22 1999



*Barbara L. Kyles*  
COUNTY CLERK  
HARRIS COUNTY TEXAS