

**CERTIFICATION**

STATE OF TEXAS                                   §  
  §  
COUNTY OF MONTGOMERY                   §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an Agent for River Plantation Community Improvement Association, Inc. a Texas non-profit corporation;
- (2) An Instrument titled "Bylaws of River Plantation Community Improvement Association, Inc.", is attached hereto;
- (3) An Instrument titled "River Plantation Community Improvement Association, Inc., Rules and Regulations", is attached hereto;
- (4) The property affected by the said Instrument is described in Exhibit "A", attached hereto
- (5) The attached Instruments are true and correct copies of the originals.

IN WITNESS WHEREOF, I have subscribed my name on this the 21 day of December, 2011.

Nicole Zimmerman  
Nicole Zimmerman, Director for  
River Plantation Community Improvement Association, Inc.

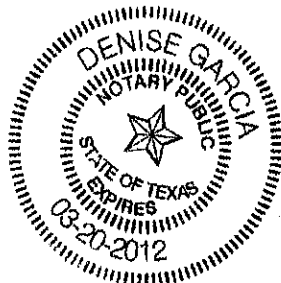
STATE OF TEXAS                                   §  
  §  
COUNTY OF MONTGOMERY                   §

BEFORE ME, the undersigned authority, on the day personally appeared the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 21 day of Dec., 2011.

[Signature]  
Notary Public, State of Texas

**After recording return to:**  
HOLT & YOUNG, P.C.  
11200 Richmond Ave., Suite 450  
Houston, Texas 77082



## EXHIBIT "A"

River Plantation, Section 1, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 6, Page 29, along with any amendments, replats, or supplements thereto

River Plantation, Section 2, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 7, Page 409, along with any amendments, replats, or supplements thereto

River Plantation, Section 3, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 7, Page 435, along with any amendments, replats, or supplements thereto

River Plantation, Section 4, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 8, Page 23, along with any amendments, replats, or supplements thereto

River Plantation, Section 4-A, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 57, along with any amendments, replats, or supplements thereto

River Plantation, Section 5, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 1B, along with any amendments, replats, or supplements thereto

River Plantation, Section 7, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 7, along with any amendments, replats, or supplements thereto

River Plantation, Section 8, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 19, along with any amendments, replats, or supplements thereto

River Plantation, Section 9, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 87B, along with any amendments, replats, or supplements thereto

River Plantation, Section 10, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 26, along with any amendments, replats, or supplements thereto

River Plantation, Section 11, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume Z, Page 130, along with any amendments, replats, or supplements thereto

River Plantation, Fairway Estates, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume H, Page 18B-19A, along with any amendments, replats, or supplements thereto

River Plantation, Fairway Village, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 106, along with any amendments, replats, or supplements thereto

**REVISED AND AMENDED  
BYLAWS OF  
RIVER PLANTATION COMMUNITY  
IMPROVEMENT ASSOCIATION**

## ARTICLE I

### Definitions

Section 1: The words "River Plantation" as used in these By-laws shall be deemed to mean the following described real property real property situated in the County of Montgomery, State of Texas, and more particularly described as follows:

All of that certain subdivision known as River Plantation in Montgomery County, Texas; further defined as those certain properties known as *River Plantation*, Sections 1, 2, 3, 4, 4a, 5, 5a, 6, 7, 8, 9 and 10, in *and Fairway Estates*, all of which are located in either River Plantation Municipal Utility District and or East Plantation Utility District.

Together with any and all other real property which may hereafter, through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same, be placed under or submitted to the jurisdiction of this corporation and be accepted as within the jurisdiction of this corporation by resolution of the Board of Directors of the Corporation.

Section 2: The words "Building Site" wherever used in these By-laws shall be deemed to mean a building site as defined in any declaration of conditions, covenants, restrictions, easements, reservation or charges affecting the portion of said property in which the building site is located.

## ARTICLE II

### Functions of the Corporation

Section 1: Purposes: The purposes for which River Plantation Community Improvement Association is formed are civic and social, for the benefit and betterment of the residents and property owners of River Plantation, a residential development in Montgomery County, Texas. To carry out such purposes properly, the Corporation may at the discretion of its Board of Directors perform the following functions and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the corporate charter;

- (a) The Corporation may care for vacant, unimproved and unkempt lots in said development, remove and destroy grass, weeds and rodents therefrom, and any unsightly and obnoxious thing therefrom, and do any other things, and perform any labor necessary or desirable in the judgment of this Corporation to keep the property, and the land contiguous and adjacent thereto neat and in good order.

Section 1: Purposes - cont.

- (b) The Corporation may enforce charges, restrictions, conditions and covenants existing upon and created for the benefit of said property over which this Corporation has jurisdiction; the Corporation may pay all expenses incidental thereto; the Corporation may enforce the decisions and rulings of this Corporation having the jurisdiction over any of said property; the Corporation may pay all of the expenses in connection therewith; *and* any may reimburse any declarant under any declaration of conditions, covenants, restrictions, assessments or charges affecting said property, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement, of any of the conditions, covenants, restrictions, assessments or charges affecting said property, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement, of any of the conditions, covenants, restrictions, charges, assessments or terms set forth in any declaration.
- (c) The Corporation may perform any and all lawful things and acts which this Corporation at any time and from time to time, shall, in its discretion, deem to be to the best interests of said property and the owners of the building sites thereon, and shall pay all costs and expenses in connection therewith.
- (d) Any powers and duties exercised by said Corporation relating to maintenance, operation, construction or reconstruction of any facilities provided for herein may be contracted for with any qualified contractor as agent.
- (e) The Corporation may provide for garbage and rubbish collection and disposal.
- (f) The Corporation may expend the funds collected by it from assessments, maintenance charges and all other moneys received by the Corporation for the payment and discharge of all proper costs, expenses and obligations incurred by this Corporation in carrying out any or all of the purposes for which the Corporation is formed.

Section 2: Area: The activities of the Corporation shall be limited to the area known as RIVER PLANTATION, a development in Montgomery County, Texas, and to such other areas which may hereinafter through the operation of conditions, covenants, restrictions, easements, reservations or changes pertaining to the same be placed under or submitted to the jurisdiction of this Corporation and be accepted as within the jurisdiction of this Corporation by resolution of the Board of Directors of this Corporation.

### ARTICLE III

#### Offices

The principal office of the corporation shall be ~~the same as the registered agent~~ \_\_\_\_\_ *River Plantation Drive, Conroe, Texas 77302*. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office will be identical with the principal office in the State of Texas, and the address of the registered office, principal office, and registered agent may be changed from time to time by the Board of Directors.

### ARTICLE IV

#### Members

Section 1: Qualification: ~~Each building site deed owner shall be a member of the corporation.~~ *Only owners of building sites in River Plantation shall be members of this Corporation.*

Section 2: Voting: ~~Each members shall be entitled to one vote per building site owned by the member, however only one vote for each building site per family unit shall be permitted.~~ *The owners of each building site shall be entitled to cast only one vote on matters for which the members may vote. No owner of a building site for which any amount of maintenance assessment or dues is delinquent shall be entitled to vote or to make, second or discuss any matter or motion at any membership meeting. If a building site is owned by more than one person or if such building site is owned by a corporation or partnership, then when requested by the Secretary of any meeting, such owners must designate, in writing, one person to cast the vote for that building site.*

Section 3: Annual Meeting: The annual meeting of the members shall be held on the third Thursday in January each year for the purpose of electing directors and for the transaction of any and all such other business which may be brought before or submitted to the meeting. All annual meetings shall be held at the time and place designated in the notice of the meeting which shall be mailed to the members not less than ten (10) days and no more than thirty (30) days prior to the date of such annual meeting.

Section 4: Regular Meetings: A regular meeting of the members shall be held every three months at the date, time and place designated in the notice of the meeting which shall be posted within River Plantation at least ten (10) days prior to the date of the meeting.

Section 5: Special Meetings: Special meetings of the members may be called by a majority vote of the Board of Directors. Notice of each special meeting of the members, stating the date, time and place thereof and indicating briefly the purpose, shall be posted within River Plantation at least ~~five (5)~~ *ten (10) but not more than sixty (60)* days prior to the date of the meeting.

Section 6: Quorum: Fifty (50) of the voting members, present in person or by proxy, shall constitute a quorum for all purposes at any meeting of the members.

Section 7: Organization: The President, and in the event of his absence, a Vice President, shall call meetings of the members to order and shall act as Chairman of such meetings. In the absence of the President and a Vice President, the members present may appoint a chairman. The Secretary shall record the minutes of the meeting and in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

## ARTICLE V

### Board of Directors

Section 1: Number and Term of Office: The business and property of the ~~Company~~ *Corporation* shall be managed and controlled by the Board of Directors, and subject to the restrictions imposed by law, by the charter, or by these by-laws, the Board of Directors may exercise all of the power of the ~~Company~~ *Corporation*.

The number of directors shall be fifteen (15) provided that the number may be increased or decreased from time to time by an amendment to these by-laws, but no decrease shall have the effect of shortening the term of any incumbent director. Of the initial fifteen directors, five (5) will have one (1) year terms of office, five (5) will have two (2) year terms of office, and five (5) will have three (3) year terms. At the end of these terms, each director will be elected for three (3) year terms.

Any vacancy occurring in the Board of Directors shall be filled at the next regular or annual meeting by an affirmative vote of a majority of the voting members provided notice of such election has been published in the notice of such meeting.

Section 2: Meeting of Directors: The Directors may hold their meetings in such place or places that the Board of Directors may from time to time determine.

Section 3: First Meeting: The newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the annual meeting of the members, or adjourned annual meeting of the members, and no notice of such meeting shall be necessary.

Section 4: Election of Officers: At the first meeting of the Board of Directors in each year at which a quorum is present, the Board of Directors shall proceed to the election of the officers of the *Company Corporation*. No notice of waiver of notice of any such first meeting shall be required or necessary if it be held immediately after either the annual meeting or the adjourned annual meeting of the members, any and all business of any nature or character may be transacted at such first meeting.

Section 5: Regular Meeting: Regular meetings of the Board of Directors shall be held at such time and place as shall be designated, from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

Section 6: Special Meetings: Special meetings of the Board of Directors shall be held whenever called by the President, Vice President, Secretary or a majority of the directors then in office. Notice of each special meeting shall be given by any officer of the *Company Corporation* by telegraph, mail, telephone or personal delivery to each director at his residence or usual place of business at least two days prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every director shall be present, even though without any notice, any business may be transacted.

Section 7: Quorum: The majority of the directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum be present or in attendance thereat. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, the character of the Corporation, or by these By-laws.

Section 8: Order of Business: At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a Chairman shall be chosen from the directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 9: Services: No director or officer of the Corporation shall be required to devote his time or render services exclusively to the Corporation. Each director and officer of the Corporation shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of the Corporation without liability to this Corporation. Likewise, each and every director and officer of the Corporation shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities and become a director or officer of the corporation or corporations, entity or entities, whether or not the purposes, business and activities thereof be similar or dissimilar to the purposes, business or activities of this Corporation, without breach of duty to this Corporation or its members and without liability or any



Section 9. Services - cont.

character or description to the Corporation or its members. No contract or other transaction of this Corporation shall ever be affected by the fact that any director or officer of the Corporation is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the directors present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed, which majority shall consist of directors not so interested or connected.

Section 10: Indemnification of Officers and Board of Directors: The Corporation shall indemnify any person who serves as director, officer, agent, or employee of the Corporation against expenses actually and necessarily incurred by such person, and any amount paid in satisfaction of judgment in connection with any action, suit, or proceeding in which he has been made a party by reason of being or having been such a director, officer, agent or employee and said Corporation shall provide him with competent counsel at no additional charge to him to represent him in said matters, except in relation to matters as to which he shall be adjudged in such action, suit or proceedings to be liable for gross negligence or willful misconduct in the performance of his duties.

Section 11: Procedures for Additional Indemnification: The Corporation also may reimburse to any such person described in the preceding paragraph the reasonable cost of settlement of any such proceedings, if it is found by a majority of the directors not involved in the proceeding that it was in the interest of the Corporation to make such settlement and that such person is not guilty of gross negligence or willful misconduct. These rights of indemnification and reimbursement shall be exclusive of any other rights to which such person may be entitled by law, bylaw, agreement, shareholders vote or otherwise.

## ARTICLE VI

### Officers

Section 1: Titles and Term of Office: The officers of the Corporation shall be a President (who shall be a director), Vice President, a Secretary, a Treasurer and such other officers, as the Board of Directors may from time to time elect or appoint. One person may hold more than one office. All officers shall be subject to removal, with or without cause, at any time, by vote of a majority of the whole Board of Directors. A vacancy in the office of any officer shall be filled by vote a majority of the directors then in office.

Section 2: Powers and Duties of the President: The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Corporation in the ordinary course of its business; he shall preside at all meetings of the members and of the Board of Directors; he may make, sign and execute all deeds, conveyances, assignments, bonds, contracts, and other obligations and any and all other instruments and papers of and kind or character in the name of the *Company Corporation*; and, he shall do and perform such other duties as from time to time be assigned to him by the Board of Directors.

Section 3: Vice Presidents: The Vice President shall have the usual powers and duties pertaining to his office together with such other powers and duties as may be assigned to him by the Board of Directors, and the Vice President shall have and exercise the powers of the President during that officer's absence or inability to act. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 4: Treasurer: The Treasurer shall have custody of all of the funds and securities of the Corporation which come into his hands. When necessary and proper, he may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner described by the Board of Directors; he may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such officer as is designated by the Board of Directors; whenever required by the Board of Directors, he shall render a statement of his cash account; he shall enter or cause to be entered regularly on the books of the Corporation to be kept by him for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he shall at all reasonable times exhibit his books and accounts of all moneys received and paid out on account of the Corporation; he shall at all reasonable times exhibit his books and accounts to any director of the Corporation during business hours; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members in books provided for that purpose; he shall attend to the giving and serving of all notices; he may sign with the President or Vice President in the name of the Corporation all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Corporation and affix the seal of the Corporation thereto. He shall have charge of and maintain and keep such books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any director upon request at the office of the Corporation during business hours and he shall in general perform all of the duties incident to the office of Secretary subject to the control of the Board of Directors.

Section 6. Committees: There shall be at least the following committees appointed each year by the President: (1) Security, (2) Grounds and Equipment, (3) Finance, (4) Nominating and (5) Architectural Review. There will also be those Ad Hoc Committees as may be formulated by majority votes of the Board of Directors.

Section 7. Collector of Revenues: There shall be a Collector of Revenues contracted by a majority vote of the Board of Directors. This position will be compensated by whatever contracted amount that is entered into be the majority vote of the Board of Directors. The duties of the Collector of Revenue will include collection of those maintenance fees deemed necessary to operate the Corporation. Those duties shall also include providing current information to those certain Title Companies requesting status of Lot Owners' Maintenance Fee accounts.

## ARTICLE VII

### Contracts, Checks, Drafts, Bank Accounts, Etc.

Section 1: The Board of Directors, except as in these by-laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or expressly authorized by the By-laws, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

Section 2: No loan shall be contracted on behalf of the Corporation, and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Directors.

Section 3: All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes and other evidences of indebtedness of the Corporation shall from time to time be determined by resolution of the Board of Directors.

Section 4: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select and for the purpose of such deposit the President, a Vice-President, the Treasurer, the Secretary or any other officer or agent or employee of the Corporation to whom such power may be delegated by the Board of Directors, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

## ARTICLE VIII

### Association Dues

*Section 1: Garbage Service. The Corporation may contract with any one or more companies to provide for garbage service for the members of the Corporation who agree to pay their reasonable share of the cost of such service. The Board of Directors shall determine the share of such garbage collection costs for each building site, and shall send periodic bills to all building site owners who subscribe for such service. For any owner who fails, for any reason, to pay the garbage service for their building site, the Association shall instruct its contractor to cease garbage collection services for such building site.*

*Section 2: Other Funds. In addition to charges for garbage collection services, the Association may, upon advance determination by the Board of Directors and upon approval by the majority vote of the members voting in person or by proxy at any regular or annual meeting of the members, charge the members additional sums to pay for matters for the benefit of River Plantation, such as bridge, culvert and road repair, weather damage repair, street signs, lights, and markings, office facilities and equipment for the Corporation, constructing and maintaining recreational facilities for the residents of the subdivision including, but not limited to children's recreational areas and facilities, and hike and bike trails, and other similar items. Such additional items shall be billed to the members on any basis and at any time determined by the Board of Directors.*

## ARTICLE VIII IX

### Miscellaneous Provisions

Section 1 : Fiscal Year: The fiscal year of the Corporation shall end at midnight on June 30, of each calendar year.

Section 2: Seal: The seal of the Corporation shall be circular in form and shall have inscribed thereon the name of the Corporation.

Section 3: Notice and Waiver of Notice: Whenever any notice whatsoever is required to be given under the provisions of these by-laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 4: Resignations: Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5: At all membership meetings, Roberts Rules of Order will be the governing procedure. The Vice President or a person designated by the President shall be the Parliamentarian interpreting and enforcing said Rules of Order.

Section 6: At the third membership meeting of each and every year, the books and records of the corporation shall be brought to said meeting by the Secretary of the Corporation and be open for examination by any and all members.

**RIVER PLANTATION COMMUNITY IMPROVEMENT ASSOCIATION, INC.,**  
**RULES AND REGULATIONS**

**ACC**

1. No lot can be cleared for any purpose without RPCIA Architectural Control Committee approval.
2. The RPCIA Architectural Control Committee, in advance, disapproves of the clearing, cutting or removal of any tree from any Lot within RPCIA. No Owner shall clear, cut or remove any tree from any lot, without first submitting to the RPCIA ACC a plot plan, showing the location of existing trees on the lot and the trees proposed to be removed, and obtaining the express written approval of the RPCIA ACC, in advance of any clearing, cutting or removal.

**RESIDENTIAL COMPLIANCE**

3. \$25 removal fee, per incident, for dumping of yard debris in Park areas. Park areas are defined as those areas surrounded by streets ending in "Park" (i.e. Atlanta Park, Marymont Park, etc.), as well as the designated recreational parks in River Plantation.
4. Dumping of any debris or waste of any kind in ditches or easements is prohibited. A \$500 fee will be imposed to the resident, as well as clean up costs and any legal fees incurred.
5. \$25 removal fee for illegal signs will be charged. The definition of "Illegal Signs" is stated in the Signage section of the ACC Guidelines "Habitual Offenders will be charged a service fee of \$25 for each occurrence that requires sign removal."
6. \$25 fee, per day, for parking in the Park areas. Park areas are defined as those areas surrounded by streets ending in "Park" (i.e. Atlanta Park, Marymont Park, etc.), as well as the designated recreational parks in River Plantation.

**RESALE PACKAGES, UNIFORM MORTGAGE QUESTIONS**

7. Fee schedule for Resale Packages:
    - \$75 Standard, 10 business days
    - \$100 Rush - 5 business days;
    - \$125 Next Day, end of business day
    - \$25 Updates, within 60 days of Resale Certificate
- Fee schedule for Uniform Mortgage Questionnaires:
- \$75 Standard, 10 business days
  - \$100 Rush, 5 business days
  - \$125 Next Day, end of business day

**PARKS**

8. Hours for parks in River Plantation are 8 a.m. to 10 p.m. daily. Hours may be modified at the discretion of the Board.
9. Tennis and basketball courts are Monday 10 a.m.-10 p.m., 8 a.m. to 10 p.m. Tuesday-Sunday. Hours may be modified at the discretion of the Board.
10. RP Swimming Pool Hours are: Closed Monday, Tues-Sat 10 a.m.8 p.m., Sunday 12 noon to 8 p.m. Hours are at the discretion of the board.

PARKS (cont'd)

11. RPCIA is not responsible for lost, damaged or stolen property.

12. No skateboards, skates or bicycles are allowed on the basketball or tennis courts.

13. ALCOHOL POLICY:

Alcohol is allowed in acceptable containers (no glass).

If a resident or guest is deemed impaired, becomes unruly or is deemed by pool or park management to pose a risk to themselves or others they will be asked to leave.

"Impaired" and "risk" is at the discretion of the park managers or lifeguards.

14. Rental of the RP Swimming Pool at The Park in River Plantation:

- Pool can be reserved by residents for private parties before or after regular pool hours.
- Rentals must be approved by RPCIA and by RPCIA's pool management company.
- Rental may not interfere with normal pool hours.
- Rental Rates are \$50/hour, two hour minimum, plus separate payment to RPCIA's pool management company for lifeguards. Payment of rental is required prior to event, payable to RPCIA and received by RPCIA by the business day prior to rental.
- Lifeguards are \$10/hour per guard. Minimum 1 lifeguard per 25 swimmers.
- Lifeguards are mandatory and must be present any time pool is occupied.
- A \$50 clean-up deposit is required prior to event and is payable to RPCIA at the same time as rental fees. This deposit is refundable upon satisfactory clean-up of the facility. Satisfactory clean-up shall be determined by a member of the RPCIA Board or person designated by the RPCIA Board of Directors.
- All rates and fees are subject to change at the discretion of the Board.

15. General Swimming Pool use:

- All residents and guests must sign waiver prior to pool use and/or issuance of pool card(s). All residents of each address must be listed on the waiver.
- Pool Cards will be issued to residents residing in RP, up to 5 cards per household. More cards may be issued upon proof of residency of additional family members. All card carriers must reside at the residence listed on card.
- Residents may purchase a summer pass for extended family for \$10 per season.
- \$2 Guest Fee is payable for non-resident guests.
- Replacement fee for lost cards is \$5.00.
- All Rates and fees are subject to change at the discretion of RPCIA Board.

16. RPCIA Swimming Pool Rules:

- Lifeguards are in charge at all times.
- No Dogs in Pool Area.
- Ages 10 & Under must be accompanied by an adult.
- No Diving.
- No wrestling, dunking, or horseplay.
- Floating devices must be approved by lifeguards and are at their discretion.
- No Glass Containers in pool area.
- No food or beverages *in* the pool.
- Appropriate Swim Wear is required (no jeans, cut-off shorts, etc.) .
- Swim Diapers are mandatory for any child up to 3 years old.
- Smoking is prohibited in the pool area.
- If in doubt, refer to first rule.
- RPCIA is not responsible for lost, stolen, or damaged property.

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Pool rules are subject to change at the discretion of RPCIA Board of Directors.

RPCIA OFFICE

17. RPCIA office hours are from 9 a.m. to 2 p.m. Monday through Friday. Closed Holidays.
18. Office hours are subject to change at the discretion of the RPCIA Board.
19. No parking is allowed in front of the RPCIA office unless for RPCIA business, subject to a \$25 fee/per day for unauthorized parking in front of the RPCIA office.

CERTIFICATION

"I, the undersigned, being the President of River Plantation Community Improvement Association, Inc., hereby certify that the foregoing represents Rules and Regulations adopted by the Association Board of Directors."

By: Nicole Zimmerman, President

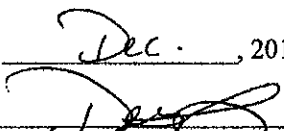
Print name: Nicole Zimmerman

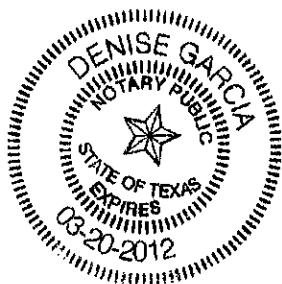
ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21 day of Dec., 2011.

  
\_\_\_\_\_  
Notary Public, State of Texas





**FILED FOR RECORD**

12/21/2011 4:47PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify 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 Montgomery County, Texas.

12/21/2011



County Clerk  
Montgomery County, Texas