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Notice

SUPPLEMENTAL GOVERNING DOCUMENTS ²⁰¹¹⁰⁵³⁹⁴⁵⁷
FOR
NORMANDY FOREST HOMEOWNERS ASSOCIATION

12/27/2011 RP3 \$152.00

STATE OF TEXAS }

COUNTY OF HARRIS }

DOCUMENTS GOVERNING ALL SECTIONS WITHIN THE FOLLOWING
SUBDIVISIONS:

- Normandy Forest, Section One (1)
- Normandy Forest, Section Two (2)
- Normandy Forest, Section Three (3)
- Normandy Forest, Section Four (4)
- Normandy Forest, Section Five (5)
- Normandy Forest, Section Six (6)

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FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE
TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENTS GOVERNING
THE ABOVE-LISTED SUBDIVISIONS

Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2011 DEC 27 AM 11:48

FILED

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**NORMANDY FOREST HOMEOWNERS ASSOCIATION
COLLECTION POLICY**

Purpose:

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner.

Policy:

The Board of Directors will establish association dues each year. An assessment invoice shall be mailed to each Member in either November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Management Company or a Director if an assessment invoice is not received by the Member by December 31st.

Payment deadline of the annual Association dues is expected on or before January 1st of each successive calendar year. A 30-day grace period (until January 31st) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1, an assessment or any portion thereof that is delinquent shall incur interest at the annual rate of ten percent (10.00%), and may also be assessed a monthly late charge in the event the Board of Directors adopts and approves same.

The Management Company may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. By March of a respective year, the member / property owner shall have been sent at least one delinquency notice. The owner shall be responsible for all postage costs associated with the delinquent notice(s) that are sent.

The Association shall permit delinquent homeowners to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee shall be assessed to the owner's account for preparation of the payment plan, along with a monthly administrative fee for each received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be six (6) months. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan.

Members / property owners who have not paid their annual assessments shall be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate. Formal legal action shall be brought against those owners and/or properties sustaining a delinquent balance and/or which accounts reflect assessments and related charges which are overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after

**NORMANDY FOREST HOMEOWNERS ASSOCIATION
DOCUMENT RETENTION POLICY**

This document sets forth the Normandy Forest Homeowners Association's general policy regarding the retention of all documents created, produced and/or utilized by the Association.
The Association shall follow the document retention policy described below:

1. Permanently Retained Documents.

- a. Certificate of Formation / Articles of Incorporation, and all amendments thereto;
- b. Bylaws of the Association, and all amendments thereto;
- c. Declaration of Covenants, Conditions and Restrictions for all Sections of the subdivisions governed by Normandy Forest Homeowners Association, and all amendments, supplements, annexation agreements and other documents related thereto.

2. Documents Retained for Not Less than Seven (7) Years.

- a. Financial books;
- b. Financial records;
- c. Minutes of the meetings of the owners;
- d. Minutes of the meetings of the board;
- e. Tax returns;
- f. Audit records.

3. Documents Retained for Not Less than Five (5) Years

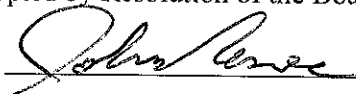
- a. Account records of all current owners;

4. Documents Retained for Not Less than Four (4) Years

- a. All contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term. All records of decisions reached by the Board of Directors and/or Architectural Committee regarding applications, variances, waivers and/or related matters associated with individual properties.

Adopted by Resolution of the Board of Directors on October 18, 2011.

Signed: _____



**NORMANDY FOREST HOMEOWNERS ASSOCIATION
DOCUMENT PRODUCTION AND COPYING POLICY**

This document sets forth the Normandy Forest Homeowners Association's general policy regarding the production of association records pursuant to the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Normandy Forest Homeowners Association, as well as applicable State and Federal laws.

1. **Records in General.** The Association shall make the books and records of the association, including financial records, open to and available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code.
2. **Attorney's Records Exception.** Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner.
3. **Parties Entitled to Request Records.** An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized.
4. **Request for Records.** A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, to the association's managing agent at 6630 Cypresswood Drive, Suite 100, Spring, Texas 77379. The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records. If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested.
 - a. Upon receipt of a proper request, the Association shall, on or before the 10th business day, after the date the Association receives the request, send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; *or*
 - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, and any required advance payment has been received.
5. **Format.** The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the association.
6. **Method of Delivery.** Email, certified mail, facsimile or pick-up.
7. **Delay in Delivery.** If the Association is unable to produce, or make available for review, the requested books and records on or before the 10th business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and records will be available, to be no later than the 15th business day after the date of notice given by the association.
8. All costs related to a Request for Production will be passed on to the Owner making the request, and must be paid at the time of production.

9. Records Not Available for Inspection.

- a. the financial records associated with an individual owner; and
- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

10. Costs for Production Request.

a. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy. The Association may charge an owner for the compilation, production or reproduction of books and records requested by the owner or the owner's representative, which cost may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rate(s) provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

b. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

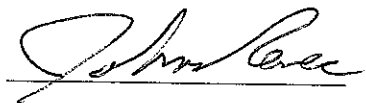
c. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.

d. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

e. Compilation/Production Fees, photocopies, postage, compact disks and other services will be billed at the rate(s) provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

Adopted by Resolution of the Board of Directors the 18th day of October, 2011.

Signed:



**NORMANDY FOREST HOMEOWNERS ASSOCIATION
DEED RESTRICTION ENFORCEMENT POLICY**

PURPOSE

To adopt a policy which addresses the uniform enforcement of deed restrictions by Normandy Forest Homeowners Association.

SCOPE

This policy applies to all members of the Normandy Forest Homeowners Association, and all Lots which are subject to the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Normandy Forest Homeowners Association (collectively referred to as "the Declarations")

REFERENCE (S)

The aforementioned Declarations
The Association's Bylaws
The Articles of Incorporation for the Association
And all other governing documents for the Association, including but not limited to any published rules, regulations, guidelines, and resolutions.

Definitions

Courtesy Letter: A letter sent to the owner and tenant (if applicable) to create an awareness of an alleged violation of the Deed Restrictions.

Deed Restriction: As used herein, the term "deed restriction" is intended to include the architectural control provisions and the use restrictions as set forth within the Declarations

Inspector: A person officially appointed to make inspections and report to the Board of Directors, who includes the property manager or her designee, any member of the Association's Board of Directors. An inspector as defined herein must verify all alleged violations.

Maintenance: To repair or replace to an operable, functional and aesthetically pleasing condition.

Violation: Any act or condition, or lack of maintenance, willful or not, by property owner or tenant that causes a property or its improvements to be in noncompliance with the Deed Restrictions.

POLICY

The policy for the enforcement of deed restrictions by the Association as is follows:

I. Owner's Address: Each owner shall notify the Association in writing, at all times, of his/her current mailing address. Inspector or his/her designee has the authority to automatically order a title search at owners costs whenever mail sent by the Inspector or his/her designee to an owner is returned by the post office as undeliverable or if the Inspector or his/her designee believes or has good reason to believe that ownership has changed. Any costs incurred by the Association in determining or attempting to determine ownership of the property or locating or attempting to locate the owner, and caused by failure of the owner to advise the Association of his/her mailing address, shall become charges due against the owner's account and charges against the owner's lot. Deed restriction violation enforcement shall not cease solely because notices are returned by the post office. The failure of an owner or tenant (if applicable) to receive notice(s) shall not waive or negate any requirement to comply with the restrictions or any charges due.

II. Notification: Following a deed restriction inspection and observation of a violation, a resident in violation of the deed restrictions shall receive notification of the violation as follows:

A. Courtesy & First Letter

Upon inspection and observation of the violation, a letter shall be sent via regular mail to notify owner and tenant (if applicable) of the violation of the deed restrictions and to request correction of the violation. Owner and tenant (if applicable) shall be advised that further correspondence from the association with respect to the violation will result in an administrative charge of no more than \$50.00 to be applied to his/her account.

Owner and tenant (if applicable) shall be advised to notify the Management Company if extenuating circumstances exists, if additional time to correct the violation is necessary, or if further information is needed. Owner and tenant (if applicable) will be given an opportunity to be heard at the next regular meeting of the Board of Directors.

In the unusual circumstances that the association seeks an injunction to prohibit a violation of the Declarations by an owner or tenant (if applicable) and the association needs immediate relief otherwise it will suffer irreparable harm, the association may file suit for a temporary and/or permanent injunction without any further notice to the owner or tenant (if applicable). In the event an injunction is a possible remedy, the association attorney may send the first letter to owner or tenant (if applicable).

B. Second Letter: (will there be a minimum number of days between the first and second inspection?)

Upon subsequent inspection and observation of the violation, a letter shall be sent, certified return receipt requested and regular mail, to notify owner and tenant (if applicable) of the failure to correct the violation and to request correction of violation. The owner and tenant (if applicable) will be advised that this second letter resulted in the imposition of a charge no more than \$50.00 to his/her account, and advised that it is the intent of the association to turn the violation over to the association attorney if not corrected. In accordance with the Texas Property Code, a charge of no more than \$50.00 is applied to the violator's account, and as required, a statement of the charge (Cost Recovery Statement) will be mailed to the property owner at the last known address reflected on the association records. The owner will also be advised of the fact that all legal fees and related expenses will be charged back to the owner, in the event the matter is eventually referred to legal counsel.

Owner and tenant (if applicable) will be advised to notify the Management Company if extenuating circumstances exist, if additional time to correct is necessary, or if further information is needed. Owner and tenant (if applicable) will be given opportunity to be heard at the next regular meeting of the Board of Directors.

C. Board

Upon subsequent inspection and observation of the violation, a photograph of the violation will be taken. The Board will make a determination no later than the next regular Board meeting whether to refer the violation to the association attorney for a demand letter. The Board has the discretion to consider special circumstances applying to owner or tenant (if applicable)

D. Demand Letter

The violation is referred to the association's attorney for a demand letter. The violation will remain on the inspection list until final resolution of the violation. A photograph may be taken of the violation on any inspection thereafter, if required by the association attorney.


Once the Board has referred the violation to an attorney, all communications and correspondence shall be directed to the attorney. No owner or tenant (if applicable) shall communicate about the violation directly with the Board of Directors of the manager(s) for the association once the Board of Directors has referred the file to the attorney for enforcement.

Any and all attorney fees associated with the demand for violation correction and collection of the associated fees shall be imposed on the owner's account and immediately become eligible for collection.

III. Recurring Violator: The Board has the discretion to proceed to the SECOND LETTER or DEMAND LETTER if an owner or tenant (if applicable) violates the same restriction within a six (6) month period.

IV. Forced Mowing As authorized by the Declarations, the Association reserves the right to cure the violations as it relates to yard maintenance, after appropriate notice, and to charge the owner for the cost of such work.

Approved and adopted by the Board on this 18th day of October 2011.



Signature
Position President
Normandy Forest Homeowners Association

(2) 100

STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John Nemes,
President (position) of Normandy Forest Homeowners Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 31 day of October, 2011.



Susan A Jones
Notary Public, State of Texas
Susan A Jones
Printed Name

11-20-09-0000-11

**NORMANDY FOREST HOMEOWNERS ASSOCIATION
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

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WHEREAS, the Normandy Forest Homeowners Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Normandy Forest Homeowners Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011, addressing the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials permitted within the community, it is necessary and proper for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Roofing Materials within the community.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones / colors. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, vent pipes, and roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.

8. Once installed, any such Alternative Shingles must:
 - a. resemble the shingles used or authorized to be used on other structures within the Association; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of properties surrounding the owner's property.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

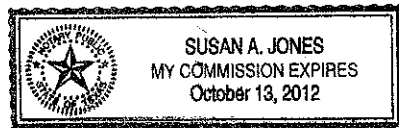
Approved and adopted by the Board on this 19 day of October, 2011.

[Signature]
 Signature
 Position President
 Normandy Forest Homeowners Association

STATE OF TEXAS §
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 COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John Nemas,
President (position) of Normandy Forest Homeowners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of October, 2011.



Susan A Jones
 Notary Public, State of Texas
Susan A Jones
 Printed Name

**NORMANDY FOREST HOMEOWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS §
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COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Normandy Forest Homeowners Association (“the Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Normandy Forest Homeowners Association (collectively referred to as “the Declarations”), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.018, addressing the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association (“the Board”) has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Certain Religious Items within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident’s sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect.

Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

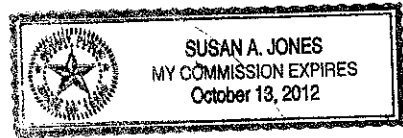
Approved and adopted by the Board on this 19 day of October, 2011.

John Nemece
Signature
Position President
Normandy Forest Homeowners Association

STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John Nemece,
President (position) of Normandy Forest Homeowners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of October, 2011.



Susan A Jones
Notary Public, State of Texas
Susan A Jones
Printed Name

1829-95-0001

**NORMANDY FOREST HOMEOWNERS ASSOCIATION
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the Normandy Forest Homeowners Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Normandy Forest Homeowners Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.010, addressing the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

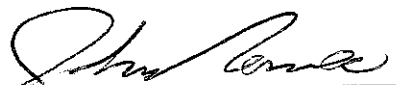
NOW, THEREFORE, the Board has duly adopted the following Guidelines for Solar Energy Devices within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling, in the heating of water, or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

- c. conform to the slope of the roof; and
 - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19 day of October 2011.


 Signature _____
 Position President
 Normandy Forest Homeowners Association

STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John Nemes,
President (position) of Normandy Forest Homeowners Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of October, 2011.

Susan A Jones
Notary Public, State of Texas

Susan A Jones
Printed Name

HP 000-35-0284

**NORMANDY FOREST HOMEOWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

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WHEREAS, the Normandy Forest Homeowners Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Normandy Forest Homeowners Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 addressing the display of flags; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags within the community, it is necessary and appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the community:

1. These Guidelines apply to the display of ("Permitted Flags"):
 - a. the flag of the United States; and
 - b. the flag of the State of Texas; and
 - c. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association's Architectural Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with pertinent federal, state and/or military codes.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a structure.
6. Permitted Flags shall be no larger than three feet (3') by five feet (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as not to damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

10. Free-standing flagpoles may not be installed in any location described below:
 - a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
11. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
12. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
13. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

14. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

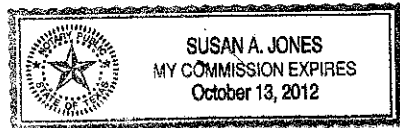
Approved and adopted by the Board on this 19 day of October, 2011.

[Signature]
Signature
Position President
Normandy Forest Homeowners Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John Nemec,
President (position) of Normandy Forest Homeowners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of October, 2011.



Susan A Jones
Notary Public, State of Texas

Susan A Jones
Printed Name

My commission expires: 10/13/12

**NORMANDY FOREST HOMEOWNERS ASSOCIATION
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

WHEREAS, the Normandy Forest Homeowners Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Normandy Forest Homeowners Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to change Section 202.007(d), addressing rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is necessary and proper for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Rainwater Recovery Systems within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Committee approved ponds may be used for water storage.
- 7. Harvested water must be used and not allowed to become stagnant or a threat to health.
- 8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

These guidelines are effective upon recordation in the Official Public Records of Real Property of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

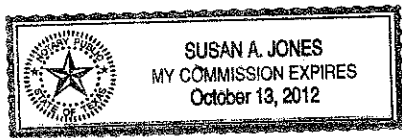
Approved and adopted by the Board on this 19 day of October 2011.

John Namee
 Signature
 Position President
 Normandy Forest Homeowners Association

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John Namee, President (position) of Normandy Forest Homeowners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of October, 2011.



Susan A Jones
 Notary Public, State of Texas

Susan A Jones
 Printed Name

**NORMANDY FOREST
CLUBHOUSE & RECREATION CENTER RULES & REGULATIONS**

I. General Information Regarding the Clubhouse

- A. The Clubhouse is owned and operated by the Normandy Forest Homeowner's Association (HOA), through its board of Directors.
- B. The Board has appointed a committee of Normandy Forest residents to manage the daily operation of the clubhouse & recreation facilities. At least one HOA board member serves on the committee.
- C. The Committee is responsible for the keys to the clubhouse, collecting deposits and/or fees for its use, and assessing any damage that may be incurred during the use of the clubhouse facilities. At least one HOA board member shall be consulted regarding any damages, as well.
- D. Residents who wish to use the clubhouse for private functions will do so by contacting a committee member to schedule the use thereof, at least 2 weeks in advance.
- E. Fees or deposits will not be required when the Normandy Forest HOA or Water District utilizes the clubhouse or recreational facilities.
- F. The keys to the clubhouse will be picked up from the appropriate committee member. At the time of booking your rental, a cash deposit in the amount of \$75.00 (1/2 of the total deposit amount) will be paid to the HOA committee member, and this agreement for use of the facility shall be reviewed and signed. When you pick up the key, you will be required to pay the additional \$75.00 deposit and the \$50.00 rental fee. **All deposit and rental fees must be paid in cash.** Should you need to cancel your rental, it is important that you contact said committee member within 72 hours of your scheduled party to cancel. If cancellation is not made within this time frame, \$25.00 of your deposit will be retained.
- G. It is the user's responsibility to notify a committee member of any existing damages **before** his or her event begins.
- H. A resident will not be allowed to rent the clubhouse or utilize the recreational facilities if they have not paid their annual HOA dues.
- I. The Board of Directors has the right to refuse rental to individuals and will provide the prospective renter with a written reason for the refusal.
- J. The maximum capacity of the clubhouse is 40 people.

II. Use of Clubhouse

- A. No smoking in the clubhouse.

B. Tape may not be used or any other material that could harm or remove paint from the walls
cabinets, doors or ceilings.

C. No tacks pins, nails or other objects, which could produce holes, may be used on the walls,
cabinets, doors or ceilings.

D. After use, tables, chairs and other items must be returned to the appropriate storage space.

E. **All** trash should be taken home with you, do NOT leave it on the curb.

F. Floors shall be left clean. Sweep and 'spot mop' main area. Sweep and then mop bathroom
and kitchen areas.

G. Utensils and other equipment in the kitchen are the property of the Normandy Forest HOA
and shall remain in the clubhouse.

H. After use, all appliances are to be turned off.

I. The kitchen must be left in a clean and orderly fashion.

J. The refrigerator must be cleaned and wiped out. Items left in the refrigerator, including dishes
and containers, will be thrown out.

K. No material other than toilet paper is to be flushed down the commodes.

L. All indoor lights and ceiling fans are to be turned off when leaving the clubhouse.

M. The key to the clubhouse is to be left with a committee member when finished.

N. If the clubhouse is rented for a function at which alcohol is to be served or present, the renter will be responsible for securing TWO uniformed peace officers to be present during the entire party. Proof of hiring must be provided to committee member before party can commence.

P. Renters are responsible for any trash or other objects left in the common area outside of the clubhouse if their activities are not confined to the inside of the building.

Q. All clubhouse/recreational facility functions must end no later than 12:00 A.M. or the renter will lose his or her clubhouse rental privileges. Any loud music or music outside the clubhouse must be turned off no later than 10:00pm.

R. Air rides or BBQ pits of any kind should not be placed in the area in front of the clubhouse.

III. Damages Incurred During Use

A. After use, the condition of the clubhouse and the common area outside will be reviewed by one committee member.

B. The entire \$150.00 deposit will be returned if the clubhouse and the common area outside the clubhouse have been left in a clean condition. If they are not left in a clean condition, the following charges may also be deducted, if applicable:

Remove all trash from clubhouse: \$5.00

Sweep and spot mop large tiled area: \$10.00

Sweep then mop bathroom and kitchen area: \$10.00

Clean kitchen area: \$15.00

Wipe off counter tops

Wipe out sink

Wipe off all appliances (inside & out)

Remove all items from refrigerator

Clean bathrooms: \$15.00

Wipe off mirrors, sinks, and toilet seats (top & bottom)

Sweep and mop as noted above

Vacuum door mats \$5.00

Remove all trash in common area charge based upon the condition of the common area

Paint missing from walls, ceilings, doors, etc. \$10.00 minimum

C. The remainder of the deposit will be returned within 48 hours from the receipt of the key.

D. In the event the cost of damages exceeds the amount of the deposit, the individual will be billed for the difference.

E. Should a resident cause damage resulting in the loss of his or her entire deposit, that person's use of the clubhouse facilities for hosting private functions shall

remain at the discretion of the Normandy Forest HOA Board Members. In such case, request

for use of the clubhouse must be made at least one month in advance.

IV. Playground

A. Residents should provide their own ball, bases and other equipment when using the volleyball, softball and soccer facilities.

B. The softball/soccer and volleyball field will operate on a first come, first serve basis unless

the area has been previously reserved on the Normandy Forest calendar. The calendar can be

found at www.NormandyForest.org. A printed copy of the calendar should be brought to the

field to avoid any possible confusion.

C. Any piece of damaged equipment should immediately be reported to a committee member.

D. Climbing equipment and swings are to be used in the manner for which they are intended.

There shall be no climbing on the roofs of the climbing structures.

E. No bicycles or motorized vehicles are allowed in the walking trail, playground area, soccer, or softball fields.

F. Pick up trash from picnic area. Do not leave it in the trashcans.

G. Fires are to be used only for the purpose of cooking out, and are to be in a barbecue pit.

H. Fires are to be **thoroughly** extinguished.

I. The Normandy Forest HOA is not responsible for any injury incurred while using the recreational facilities.

620-55-0293
HP 000-55-0300 44

NORMANDY FOREST CLUBHOUSE AND RECREATION FACILITY

RULES AND GUIDELINES

I. General Information regarding the Clubhouse

- a. The clubhouse is owned by the Normandy Forest Homeowner's Association (HOA), and operated through its Board of Directors (Board).
- b. The Board has appointed a committee of Normandy Forest residents to manage the daily operation of the clubhouse and recreation facilities. One or more HOA Board members may also serve on this committee.
- c. This committee is responsible for the keys to the clubhouse, collecting deposits and/or fees for the use, and assessing any damage that may be incurred during the use of the clubhouse facilities. An HOA Board member shall be consulted regarding any damage to the clubhouse facilities.
- d. Residents who wish to use and/or rent the clubhouse for private functions must do so by contacting a committee member to schedule such use at least 2 weeks in advance of the anticipated date of such use.
- e. Fees and deposits may be waived when the Normandy Forest HOA utilizes the clubhouse or recreational facilities for its own use.
- f. At the time of booking a rental:
 - i. a cash deposit in the amount of \$150.00 shall be delivered to the committee member.
 - ii. a contract for the use of the facility shall be reviewed and signed by the renter.
 - iii. the renter agrees to pay a \$75.00 rental fee, in cash, at least seven days before the rental date.
 - iv. the renter may cancel the rental at any time; however, in order to receive a full refund, cancellation must be received at least 72 hours before the rental date.
 - v. if the renter cancels less than 72 hours before the rental date, a \$25.00 cancellation fee will be retained by the HOA.
- g. It is the renter's responsibility to notify a committee member of any existing damages to the clubhouse or recreational facility before the event begins.
- h. A resident will not be allowed to rent the clubhouse or recreational facility if they have not paid (in full) their annual homeowner dues or if they are not in good standing with the HOA.
- i. The Board has the right to refuse rental of the clubhouse or recreational facility to any individual. The maximum capacity of the clubhouse is 40 people, and it is the renter's responsibility to maintain assurance that this capacity is not exceeded at any time.

II. Use of Clubhouse

- a. Smoking is prohibited in the clubhouse.
- b. Tape and/or other adhesive products may not be used on the walls, cabinets, doors, ceilings or other areas of the clubhouse or recreational facility.

- c. No tacks, pins, nails, or other objects may be used on the walls, cabinets, doors, ceilings or other areas of the clubhouse or recreational facility.
- d. At the conclusion of the rental period, all indoor lights, AC/Heat and ceiling fans must be turned off.
- e. At the conclusion of the rental period, all tables, chairs, and other items must be returned to their appropriate storage areas.
- f. At the conclusion of the rental period, all trash must be taken away from the clubhouse and/or recreational facility by the renter; no trash may be left at the clubhouse curb.
- g. At the conclusion of the rental period, all floors, including the bathrooms, shall be swept, mopped, and cleaned by the renter, and all rugs must be vacuumed thoroughly.
- h. All utensils and other equipment are the property of the Normandy Forest HOA and shall remain in the clubhouse. At the conclusion of the rental period, all utensils must be washed, dried, and put away in their appropriate storage space(s).
- i. All kitchen appliances must be turned off and cleaned.
- j. The clubhouse kitchen must be left in a clean and orderly manner.
- k. The refrigerator must be thoroughly cleaned and wiped out. At the conclusion of the rental period, all food, containers, and dishes must be discarded.
- l. No material, other than toilet paper, shall be flushed down the bathroom commodes.
- m. At the conclusion of the rental period, all indoor lights and ceiling fans must be turned off.
- n. At the conclusion of the rental period, all clubhouse keys must be returned to a committee member.
- o. If the clubhouse and/or recreational facility is to be rented for a function, at which alcoholic beverages are to be served or present, the renter will be responsible for securing two uniformed peace officers to be present during the entire rental period. Proof of hiring these peace officers must be provided to a committee member before the rental period begins.
- p. If the function is not confined to the inside of the clubhouse, renters are responsible for proper removal and disposal of all trash and/or other objects left in the common area outside and surrounding the clubhouse.
- q. All clubhouse and recreational facility functions must end no later than 12:00 AM; Any loud music and/or other outside noise must be turned off no later than 10:00 PM; failure to do so may result in forfeiture of renter's deposit and future rental privileges.
- r. Air rides, inflatable items, and/or BBQ pits of any kind cannot be placed in the front area of the clubhouse.

III. Damage Incurred During Use

- a. At the conclusion of the rental period, the condition of the clubhouse, recreation facility, and common areas will be inspected by a committee member.
- b. The entire deposit will be returned to the renter if the clubhouse, recreation facility, and common areas are left in a clean and acceptable condition. If additional cleaning or work needs to be conducted, the following charges may be deducted from the deposit:

- i. Damage to walls, doors, ceilings or other areas - \$20.00 minimum
 - ii. Remove trash from clubhouse - \$10.00
 - iii. Sweep and mop general areas - \$15.00
 - iv. Sweep and mop bathroom and/or kitchen - \$10.00
 - v. Clean kitchen areas - \$15.00
 - vi. Clean bathrooms - \$15.00
 - vii. Vacuum rug areas - \$5.00
 - viii. Other cleanup or miscellaneous work - \$10.00 minimum
- c. The renter's deposit, less any applicable deductions, will be returned within 48 hours of the committee member's inspection of all facilities.
- d. In the event the cost of damages exceeds the deposit amount, the renter shall pay the difference within two weeks of the completion of all work.
- e. Should a renter cause damages resulting in the loss of the entire deposit, the renter's use of the clubhouse and recreation facility shall remain at the discretion of the Normandy Forest HOA Board of Directors. In such case, any request for future use of the clubhouse and recreation facility must be made at least one month in advance. The Normandy Forest HOA reserves the right to require additional deposit(s) under such circumstances, the amount(s) of which shall be at the discretion of the Board of Directors.

IV. Playground Area

- a. Residents must provide their own equipment when using the volleyball, ball field, and/or soccer field area.
- b. The volleyball, ball field, and/or soccer area will operate on a first come, first serve basis unless the area has been previously reserved through the Normandy Forest online calendar, found at www.NormandyForest.org. A printed copy of the calendar should be brought to the field to avoid any possible confusion.
- c. All residents and their guest(s) must abide by the field use guidelines, also found at the neighborhood's website.
- d. Any damaged equipment should be immediately reported to a committee member.
- e. Climbing equipment and swings are to be used in the manner for which they are intended. Climbing on the roofs or tops of these structures is forbidden.
- f. No bicycles or motorized vehicles of any sort are allowed in the walking trail, playground, soccer field, volleyball court, ball field, or any other area.
- g. Any fire or flame must be for the purpose of cooking and is to be done in approved barbecue pits only.
- h. Fires are to be thoroughly extinguished.
- i. The Normandy Forest HOA is not responsible for any injury incurred while using any of the facilities.

I have read, understood and agree to these rules and guidelines.

Normandy Forest

Guest Policy for Normandy Forest Pool

Up to 4 guests per family is allowed on your Normandy Forest Pool Pass. Homeowners/Guardian/Parents must be present when entering and they must supervise their guest for the entire stay at the pool. No guest will be allowed to enter unless accompanied by Adult Parent/Guardian/Homeowner.

1-800-333-0000

Renter Signature

Printed Name and Date

NORMANDY FOREST SWIMMING POOL

RENTAL AND USE

RULES AND REGULATIONS

I. General Pool Rules

- a. The lifeguards are the ultimate authority concerning pool safety. All instructions given by the lifeguards shall be followed.
- b. Anyone disobeying the rules, ignoring the lifeguard's instructions, or endangering the safety of any other person may be asked to leave the pool area. Repeat violators may result in suspension of pool privileges.
- c. All members must sign-in at the entrance gate table. Upon entering the pool area, each resident will be asked for proper identification.
- d. All guests must be accompanied by a Normandy Forest resident and will be asked to sign in at the entry gate. Guests will not be allowed to remain at the pool if their resident sponsor leaves the pool.
- e. No running on pool decks or surfaces.
- f. No excessive horseplay in the pool.
- g. No glass containers of any kind in the pool or pool area.
- h. No alcoholic beverages in the pool or pool area.
- i. No smoking in the pool or pool area.
- j. No diving whatsoever.
- k. No pets in the pool or pool area.
- l. Proper swimming attire must be worn in the pool. No cutoffs or street clothes in the pool.
- m. No pushing or pulling anyone into the pool.
- n. Adults have priority for use of chairs and tables.
- o. Size, quantity, and use of any and all floatation devices, toys, or other items are at the discretion of the lifeguards.
- p. If the use of any floatation device or toy is considered to endanger others, the swimmer may be asked by the lifeguard to remove the toy from the pool area.
- q. Admission to the pool may be denied for any person who is under the influence of alcohol or drugs, has open sores, wounds, skin infections, nasal or ear discharges, a communicable disease, or has any condition or evidence, which in the opinion of the lifeguard or property manager would jeopardize the health and safety of the membership.
- r. All sunbathers using suntan oils and/or lotion must shower before entering the pool.
- s. One long whistle blast means to clear the pool immediately.

- t. Swimmers under 10 years of age must be accompanied by an adult at all times.
- u. Non-swimmers under 14 years of age must be accompanied by an adult at all times.
- v. Flips or inward dives are prohibited.
- w. Spitting, blowing of nose into the pool, improper public displays of affection and profanity are prohibited and may result in the expulsion of that person from the pool and pool area.
- x. Diving masks, fins, snorkels, and other swimming equipment are allowed in the pool at the lifeguard's discretion.

II. Breaks

- a. When the outside temperature is less than 90 degrees, an hourly break of ten minutes is optional at the lifeguard's discretion.
- b. When the outside temperature is 90 degrees or higher, an hourly break of ten minutes is mandatory.
- c. During break times, all swimmers under the age of 18 must be out of the pool. Only adults and children accompanied by adults are permitted in the pool during break times.

III. Baby Wading Pool

- a. Lifeguards are **NOT** assigned to supervise the baby wading pool.
- b. Use of the baby wading pool is restricted to children five (5) years old and under, with constant adult supervision.
- c. Each child must be supervised by a parent, guardian, or other adult while using the baby wading pool. Children shall not be left unattended.
- d. The minimum age to supervise a child in the baby wading pool is 14 years old.
- e. All pool rules apply to the baby wading pool.
- f. Swimsuits are required in the baby wading pool. Disposable or other diapers are not allowed in the baby wading pool. Appropriate "swim diapers" are allowed.

IV. Private Parties

- a. The pool may be rented for private parties, by residents in good standing with the HOA, provided such parties shall not be during normal pool hours. Private pool rental parties can be held from 10:00am – 12:00 noon or 8:00pm – 10:00pm., on days specified by the Board of Directors. Residents who wish to rent the pool for a private party will do so by contacting an HOA committee member to schedule the use thereof, at least two weeks in advance.
- b. The HOA committee member will contact the Normandy Forest pool management company to schedule the lifeguards for the event.
- c. *Fees for the rental* of any and all pool parties are as follows:
 - i. \$100.00 cash deposit
 - ii. \$50.00 cash rental fee
 - iii. Lifeguard fees (to be established at the time of rental)

- d. All fees are required to be delivered to the HOA committee member when the agreement for rental of the pool is signed.
- e. The cash deposit will be refunded in part or in full after the pool area is confirmed to have been cleaned by the renter.
- f. If the pool area is to be rented for a function where alcoholic beverages are to be served or present, the renter will be responsible for securing two uniformed peace officers to be present during the entire rental period. Proof of hiring these peace officers must be provided to a committee member before the rental period begins.

I, the undersigned, have read and understood all the pool rules and guidelines. I understand there is a deposit and fee required before renting the pool. I will be responsible for any and all damages to the pool area and injuries to any individual utilizing the pool area while it is rented by me. I agree to indemnify, defend, and hold harmless the Normandy Forest HOA, as well as its Directors, Officers, managers, agents, employees, contractors, attorneys, and their respective family members, against any and all liabilities, claims, damages, costs, fees, and expenses including attorney's fees and court costs through all trial and appellate levels with respect to any claims brought against the HOA and/or any other individual and/or entity as a result of my rental and use of the HOA property.

Date _____

Signature _____

Print Name _____

Address _____

Phone number _____

I acknowledge receipt of the required cash deposit in the amount of \$_____ and cash rental fee in the amount of \$_____ for the pool rental.

HOA Committee Member signature

Print Name

Date

Ball Field Rules

Coaches are asked to share both the ball field and calendar. If a certain week is completely filled up and a team has more than one day reserved, they may be asked to forfeit one day in order to allow another team (not already using the field that week) field usage. It is recommended all coaches bring a copy of their calendar reservation to the ball field to help resolve any scheduling conflict.

RULES:

1. The park, including the ball field, closes at 10:00pm. Violators will be reported to the Constable's office.
2. Only teams that have residents as the coach or player on the team may use the park.
3. Noise must be kept at a minimum.
4. Respect the property and privacy of all nearby residents.
5. No climbing over fences or entering resident's property to retrieve balls or other equipment. You must attain the homeowner's permission to enter any property.
6. No banging on the fences surrounding the park.
7. Any damage to surrounding homes or their property is the sole responsibility of the team and their coach.
8. Any infraction of these rules will result in the loss of ball field privileges for your team.

AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS }
COUNTY OF HARRIS }

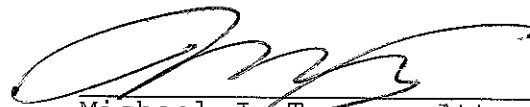
KNOW ALL MEN BY THESE PRESENTS:

THAT the foregoing and attached documents are original documents which were adopted in connection with the operation and administration of the properties mentioned therein, the property owner's association mentioned therein, and all of the properties governed thereby. Such documents constitute a supplement to the Association's "dedicatory instruments," as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

DEC 27 2011



Michael J. Treece, Attorney
for Association 1602



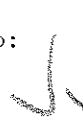


Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

SUBSCRIBED AND SWORN TO BEFORE ME on this the 23rd day of December, 2011.



NOTARY PUBLIC - STATE OF TEXAS

After Filing
Please Return to:

Treece Law Firm
1020 Bay Area Blvd.
Suite 200
Houston, Texas 77058

