Office Notice

FOURTH SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS FOR

REMINGTON RANCH COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS

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COUNTY OF HARRIS

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The undersigned, being the authorized representative of Remington Ranch Community Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Remington Ranch Community Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 9, 2005 under Clerk's File No. Y678395, the "First Supplemental Notice of Dedicatory Instruments for Remington Ranch Community Association, Inc." recorded in the Official Public Records of Real Property of Harris County, Texas on May 15, 2012 under Clerk's File No. 20120214616, the "Second Supplemental Notice of Dedicatory Instruments for Remington Ranch Community Association, Inc." recorded in the Official Public Records of Real Property of Harris County, Texas on June 12, 2012 under Clerk's File No. 20120259736, and the "Third Supplemental Notice of Dedicatory Instruments for Remington Ranch Community Association, Inc." recorded in the Official Public Records of Real Property of Harris County, Texas on April 23, 2013 under Clerk's File No. 20130192271, which documents were filed for record for the purpose of complying with Section 202,006 of the Texas Property Code.

- 1. <u>Additional Dedicatory Instruments.</u> In addition to the Dedicatory Instruments identified in the Notice, and the supplemental notices, the following document is a Dedicatory Instrument governing the Association:
 - Parking Regulations for Remington Ranch Community Association, Inc. (which replace and supersede the Parking Regulations recorded by virtue of the Third Supplemental Notice of Dedicatory Instruments)

This Fourth Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Fourth Supplemental Notice is true and correct and the document attached to this Fourth Supplemental Notice is the original.

Executed on this 1674 day of September, 2013.

REMINGTON RANCH COMMUNITY ASSOCIATION, INC.

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Ву: <u>К</u>

Rick S. Butler, authorized representative

THE STATE OF TEXAS

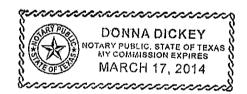
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Remington Ranch Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the $\frac{1}{6}$ day of September, 2013, to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

Return to:
Rick S. Butler
BUTLER | HAILEY
8901 Gaylord Drive, Suite 100
Houston, Texas 77024
243733



PARKING REGULATIONS FOR REMINGTON RANCH COMMUNITY ASSOCIATION. INC.

THE STATE OF TEXAS

COUNTY OF HARRIS

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I, Russell Bynum, President of Remington Ranch Community Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 18th day of April, 2013, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following "Parking Regulations for Remington Ranch Community Association, Inc." was duly approved by a majority vote of the members of the Board:

RECITALS:

- The "Declaration of Covenants, Conditions and Restrictions for Remington Ranch" (the "Declaration") was recorded in the Official Public Records of Real Property of Harris County, Texas on September 17, 2004 under Clerk's File No. X927202 and thereafter amended and supplemented by duly recorded instruments.
- The Declaration expressly grants to the Board of Directors of the Association the authority to adopt and enforce rules and regulations governing the use of the Common Areas within Remington Ranch.
- 3. The Board desires to adopt regulations relating to vehicles parked on Common Areas.

REGULATIONS:

- Section 1. Definitions. Capitalized terms used in these Parking Regulations have the following meanings:
 - 1.1. Common Area All real property owned by the Association for the common use and benefit of the Members of the Association, including the following:
 - all alleyways, access streets, and/or open spaces a. designated as Restricted Reserves per the recorded plat for Remington Ranch, Section Six (6);

b. all alleyways, access streets, and/or open spaces designated as Restricted Reserves per the recorded plat for Remington Ranch, Section Seven (7);

all alleyways, access streets, and/or open spaces designated as Restricted Reserves per the recorded plat for Remington Ranch, Section Eight (8);

- all alleyways, access streets, and/or open spaces designated as Restricted Reserves per the recorded plat for Remington Ranch, Section Twelve (12);
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- e. all alleyways, access streets, and/or open spaces designated as Restricted Reserves per the recorded plat for Remington Ranch, Section Twenty-Six (26); and

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f. all other Restricted Reserves owned by the Association.

Such common areas are identified in Exhibit "A" attached hereto.

1.2. Code - Chapter 2308 of the Texas Occupations Code, commonly known as the "Texas Towing and Booting Act".

Other capitalized terms used in these Parking Regulations have the same meanings as set forth herein and as set forth in the Declaration.

Section 2. Parking on Common Area. Vehicle parking on any portion of the Common Area is prohibited at all times. As used herein, "vehicle" has the same meaning as set forth in the Code and includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle and motor home. This regulation prohibiting vehicle parking on any portion of the Common Area is applicable to all persons, including, without limitation, residents of the Subdivision, their family members, guests, invitees and contractors.

Section 3. Enforcement. Violations of these Parking Regulations may be enforced by the Board of Directors of the Association as provided in this Section, which remedies shall not be mutually exclusive. Further, the Association shall at all times have all other remedies available at law or in equity.

3.1. Towing. Parking a vehicle on Common Area in violation of these Parking Regulations may result in the vehicle being towed at the vehicle owner's expense pursuant to the Code. The Association may provide notice to the owner or operator of the unauthorized vehicle of the intent to cause the vehicle to be towed in any manner set forth in Section 2308,252 of the Code.

Provided that, if an unattended vehicle is parked on Common Area and the vehicle:

- a. obstructs a vehicle traffic aisle, entry or exit,
- b. prevents a vehicle from exiting a parking space,
- c. obstructs a fire lane that is marked in accordance with the Code, or
- d. is leaking a fluid that presents a hazard or threat to persons or property,

the Association may cause the vehicle to be towed without notice to the owner or operator of the vehicle so long as it provides to the owner or operator of the vehicle information on the name of the towing company and vehicle storage facility that will be used to remove and store the vehicle upon request.

- 3.2. Fines. Parking a vehicle on Common Area in violation of these Parking Regulations may result in a fine may be levied by the Association. Upon a violation of these Parking Regulations by a resident or a family member, guest, invitee or contractor of a resident, the Association shall send written notice to the resident. The notice shall be sent by certified mail, return receipt requested, and shall:
 - a. describe the violation that is the basis for the fine; and
 - b. Inform the resident that the resident;
 - i. is entitled to a reasonable period to cure the violation, if applicable, and avoid the fine unless the resident was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months;
 - il. may request a hearing on or before the thirtieth (30th) day after the date the resident receives the notice; and
 - iii. may have special rights or relief related to the enforcement actions under federal law, including the Servicemembers Civic Relief Act (50 U.S.C. app. Section 501 et. seq.) If the resident is serving on active military duty.

If the resident is entitled to an opportunity to cure the violation, the resident has the right to submit a written request for a hearing to discuss and verify facts and resolve the issue. A request for hearing must be submitted by the resident in writing and it must be submitted on or before the thirtieth (30th) day after the date the resident receives the Association's notice.

If a resident timely requests a hearing in writing, the Association shall hold a hearing not later than the thirtleth (30th) day after the date the Board receives the resident's request for a hearing. The Association shall notify the resident of the date, time and location of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the resident may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties.

As provided in the Declaration, fines levied against an Owner shall be secured by lien created in Article V of the Declaration against the Owner's Lot.

This document replaces and supersedes the "Parking Regulations for Remington Ranch Community Association, Inc." recorded under Clerk's File No. 20130192271.

Executed on this <u>10</u> day of September, 2013, to certify approval by the Board of Directors on the date set forth above.

REMINGTON RANCH COMMUNITY ASSOCIATION, INC.

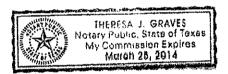
Russell Bynum, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Russell Bynum, President of Remington Ranch Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10+day of September 2013.

Notary Public In and for the State of Texas



Return to:

Rick S. Buller Butler | Halley 8901 Gaylord, Suite 100 Houston, Texas 77024

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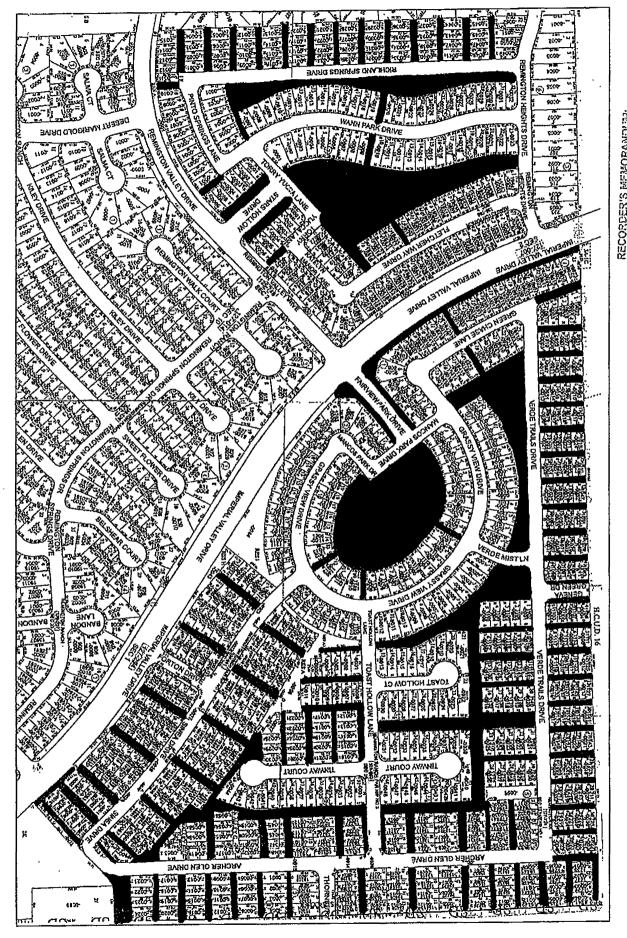


EXHIBIT A

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

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SEP 17 2013

STA STATES COUNTY, TEXAS



SPECIAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF HARRIS

Date:

November 22 , 2006

20060217325 11/27/2006 RP3 \$24,00

Grantor:

RR Houston Development, L.P., a Texas limited partnership, acting herein by and

through the duly authorized officer of its general partner.

Grantor's Mailing Address (including county):

Grantee's Mailing Address (including county):

1110 N. Post Oak Road, Suite 335

Houston, Harris County, Texas 77055

Grantee:

Remington Ranch Community Association, Inc.,

a Texas non-profit corporation

c/o Butler & Hailey, P.C.

1616 South Voss Road, Suite 500

Houston, Texas 77057

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable

consideration.

Property (including any improvements):

All of the twenty (20) foot private alleys in Remington Ranch, Section Six (6), as shown on the plat for such subdivision recorded under Film Code No. 571223 of the Map Records of Harris County, Texas.

All of the twenty (20) foot private alleys in Remington Ranch, Section Twelve (12), as shown on the plat for such subdivision recorded under Film Code No. 597026 of the Map Records of Harris County, Texas:

All of the twenty (20) foot private alleys in Remington Ranch, Section Twenty-Five (25), as shown on the plat for such subdivision recorded under Film Code No. 604173 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", "D", "E", "F", "G", "H", "T", "J", "K", "L", "M", "N", "O", "P", "Q", "R" and "S", Remington Ranch, Section Twelve (12), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 597026 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", "D", "B", "F", "G", "H" and "T', Remington Ranch, Section Twenty-Five (25), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film



Code No. 604173 of the Map Records of Harris County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

The Property is conveyed subject to any and all recorded restrictive covenants, rights-or-way, mineral and royalty reservations, maintenance charges and the liens securing same, zoning laws, ordinances of municipal and/or governmental authorities, conditions, and covenants, if any, applicable to and enforceable against the Property as reflected in the records of the Office of the County Clerk of Harris County, Texas. Grantee shall be personally responsible for any and all maintenance assessments under said restrictive covenants, if any, and for all taxes that hereafter become due on the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS and CONVEYS to Grantee all of its right, title and interest in and to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors or assigns forever. Grantor binds Grantor, Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, Grantee's successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGE THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

RR Houston Development, L.P., a Texas limited partnership

By: RR Houston Developers, LLC, a Texas limited liability company,

its General Partner !

J. Dickson Rogers, President

ACCEPTED:

REMINGTON RANCH COMMUNITY ASSOCIATION, INC.

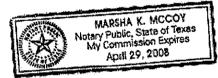
Gina Barnes, President



Notary Public for the State of Pexas

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the HAT day of November, 2006, by Gina Barnes, President of Remington Ranch Community Association, Inc., on behalf of said non-profit corporation.



Musha K. McCoy-Notary Public for the State of Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of itieglbilly, carbon or reproduction because of itieglbilly, carbon or photogopy, discolored paper, etc. All blockouts photogopy, discolored paper, etc. All blockouts additions and changes were present at the time additions and changes were present at the time additions and changes were present at the time.

Prepared in the Law Office of: Butler & Hailey, P.C. 1616 South Voss Road, Suite 500 Houston, Texas 77057

After recording return to: Butler & Hailey, P.C. 1616 South Voss Road, Suite 500 Houston, Texas 77057

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COUNTY CLERK
HARRIS COUNTY TEXAS

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Therefore could find this inclument was FILED in Fine Number Securece on the date and at the time stamped harmon by mer, and was duly RECORDED. In the Official Public Secured of Reaf Property of Harmin County, Texas on

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COUNTYCLERK HARRIS COUNTY, TEXAS