

**ROSEHILL MEADOW COMMUNITY ASSOCIATION, INC.**  
**SECURITY MEASURES POLICY**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, the property encumbered by this Security Measures Policy (the "Policy") is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Rosehill Meadow recorded under Clerk's File No. RP-2021-396093 in the Official Public Records of Harris County, Texas, as same has been or may be amended from time to time (the "Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of the Rosehill Meadow Community Association, Inc. (the "Association"); and

WHEREAS, pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules and/or guidelines; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023 (the "Code"), it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association; and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (the "ARC"), means prior written approval by the ARC; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy.

NOW THEREFORE, pursuant to the authority granted in the Code, the Board hereby adopts this Policy, which shall run with the land and be binding on all Owners and Lots within the Property. The provisions of this Policy are in addition to any other applicable guidelines, rules or policies. In the event of a conflict between the terms of this Policy and any previously adopted guidelines, rules, and/or policies addressing security measures, this Policy will control.

**SECURITY MEASURES**

**1. ARC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code is constructed or otherwise erected on a Lot, an ARC application must be submitted to the Association and approved in writing in accordance with the Dedicatory Instruments. The following information must be included with the application:

- a. Type of proposed security measure;

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- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

**2. Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. The following types of security fencing are approvable:
  - (i) Steel flat top metal fencing measuring six feet (6') in height. Fence must be painted black. Decorative embellishments are prohibited.
  - (ii) Pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails.
  - (iii) Any driveway or pedestrian gates installed must swing in and equipment must be kept screened from view with evergreen shrubs.
  - (iv) When a metal picket fence meets a wood fence, the metal fence may not be attached to the wood fence. The metal fence is to be terminated with a three inch (3") post adjacent to the wood post.
  - (v) Placement of fencing must comply with City of Houston and Harris County Regulations.

The ARC shall have the discretion to determine any additional types of approvable security measure fencing that are in addition to the types listed in this Policy.

- b. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) (the "Affected Lots"), all Owners of record of the Affected Lots must sign the ARC application evidencing their consent to the security measure fencing before the requesting Owner (the "Requesting Owner") submits the ARC application to the ARC. In the event that the Affected Lot Owner(s) refuse to sign the ARC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

**3. Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

4. **Disputes; Disclaimer; Indemnity.** Security measures, including, but not limited to, security cameras and security lights, shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ARC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ARC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ARC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ARC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

The installation of a security measure that is not in compliance with this Policy will be considered a violation of the Dedicatory Instruments governing the Property.

[SIGNATURE PAGE FOLLOWS]

**CERTIFICATION**

I hereby certify that, as President of the Rosehill Meadow Community Association, Inc., the foregoing Security Measures Policy was approved on the 22nd day of July, 2021, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 22nd day of July, 2021.

By: *Ahmet Ozan*  
Ahmet Ozan, President

STATE OF TEXAS

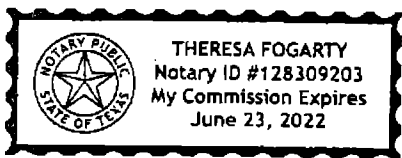
COUNTY OF Harris

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§

Ahmet Ozan, President

BEFORE ME, on this day personally appeared Ibrahim Dursun, the Secretary of Rosehill Meadow Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 22nd day of July, 2021.



*Theresa Fogarty*  
Notary Public – State of Texas

After Recording, Return To:

Casson Wen  
Isabella L. Vickers  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, Texas 77056

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07/26/2021 07:34 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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 hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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