

12
Affidavit
AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE

20110526713
12/16/2011 RP2 \$60.00

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit being by me duly sworn to law, stated the following under oath:

"My name is Elizabeth Pettit. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of M.R. Place Community Association Inc., a Texas Non-Profit Corporation (the "Association"). I am also a custodian for the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit. 107

The Association is a "property owners' association" as that term is defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to Maplewood Place, Sections One, Two, and Three per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas. 300

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

- ☒ Association's Collection Rules & Installment Plan Guidelines
- ☒ Association's Document Production and Copying Policy
- ☒ Association's Document Retention Policy

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive, Houston, Texas 77095, telephone no. (281) 463-1777.

SIGNED on this the 19th day of September, 2011.

Printed Name: Elizabeth Pettit

Position Held: Association Manager

VERIFICATION

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit, who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary Public, on this the 19 day of Sept., 2011.



Sharon Griffith
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to: SCS Management Services, Inc. 7170 Cherry Park Drive, Houston, TX 77095

**RESOLUTION OF THE BOARD OF DIRECTORS OF
M.R. PLACE COMMUNITY ASSOCIATION
COLLECTION RULES & INSTALLMENT PLAN GUIDELINES**

WHEREAS, M.R. Place Community Association, hereinafter ("Association"), Declaration of Covenants, Conditions and Restrictions, hereinafter ("Restrictions") creates an obligation for the Board of Directors to assess, and the homeowners to pay, regular and special assessments and all other charges levied pursuant to the Restrictions, which are a continuing lien on the property, as well as a personal obligation of each Owner; and,

WHEREAS, pursuant to Chapter 204.010(a)(12) of the Texas Property Code Article VII of the Bylaws of the Association, the Board has the power to establish rules regulating the collection of delinquent assessments; and

WHEREAS, there is a need and the Board of Directors ("Board") desires to establish uniform and systematic rules and guidelines to timely and impartially collect assessments and other charges of the Association; and,

WHEREAS, pursuant to Chapter 204.010(a)(10) & (11) of the Texas Property Code, unless otherwise provided by the Restrictions, Articles of Incorporation or Bylaws of the Association, the Board of Directors is empowered to impose interest, late charges, and if applicable, returned check charges for late payments of regular or special assessments and if notice and opportunity to be heard are given, collect reimbursement of actual attorney's fees and other reasonable costs incurred by the Association relating to violations of the Restrictions, bylaws or rules of the Association.

WHEREAS, the Board has retained an attorney experienced in the representation of community Associations in collections, as well as other matters; and,

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors is obligated to offer an installment plan of no less than three (3) months, nor more than eighteen (18) months, unless the owner failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan; and

WHEREAS, at a regular meeting of the Board, said meeting being properly called and a quorum being present, these Collection Rules & Installment Plan Guidelines were adopted; and

NOW, THEREFORE, BE IT RESOLVED that the Association has and does hereby adopt the following Collection Rules & Installment Plan Guidelines to establish guidelines for installment plans and for the collection of assessments and shall record these in the real property records of each county in which the subdivision is located.

SIGNED this the 14th day of September, 2011.

M.R. Place Community Association

By: Damon H. Sachs Vice President

Printed Name: Damon Sachs

CERTIFICATION

"I, the undersigned do hereby certify that I am the duly elected and acting Vice President of M.R. Place Community Association and the following policies/guidelines regarding Collection Rules and Installment Plan Guidelines were adopted at a regular meeting of the Board of Directors, said meeting being properly called and a quorum being present on the 19th day of September, 2011."

2011. IN WITNESS WHEREOF, I have hereunto subscribed my name this the 19th day of Sept.

M.R. Place Community Association

By: Damon H Sachs, Vice President

Printed Name: Damon Sachs

ACKNOWLEDGEMENT

STATE OF TEXAS §

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COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Damon Sachs, the Vice President of M.R. Place Community Association, known by me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

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



Sharon Griffith

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to:
SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, TX 77095

MR PLACE COMMUNITY ASSOCIATION
COLLECTION RULES & INSTALLMENT PLAN GUIDELINES

1. **ASSESSMENT PERIOD.** The Board of Directors ("Board") has the duty of establishing and adopting an annual budget for each fiscal year of the Middlegate Village Community Association, ("Association") covering the estimated costs of operation during each calendar year.
2. **DUE DATE.** All regular and special assessments are due in advance and other charges are due and payable to Association on January 1 of each year. All assessments and other charges due to Association and not paid in full by 5:00 p.m. on the delinquency date of January 31st of each year shall be considered delinquent until paid in full. Charges disputed by an Owner are considered delinquent until such time as they are paid in full or the Owner has been provided verification of the disputed amounts due.
3. **OTHER CHARGES.** All delinquent assessments shall incur a charge interest or late charge penalty as described in more detail in paragraph 5 below, from the delinquency date until the delinquent assessment is paid in full. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on that account. An Owner will be charged a cost of up to \$25.00 for any check that is returned or Automatic Clearing House (ACH) debit that is not paid as a result of Non-Sufficient Funds (NSF).
4. **NOTICE.** The Board shall in good faith attempt to cause the notice of all assessments to be levied against each Owner to be mailed to each Owner at least thirty days prior to the end of the each calendar year. An Owner shall not escape liability or be entitled to a deferral of interest, late charges or other charges with regard to delinquent assessments on the basis of such Owner's failure to receive notice, provided such notice was sent via regular mail to the most recent address of the Owner according to the records of Association. Each Owner shall have the obligation to notify Association in writing of any change in address which shall become effective five days after written notice has been received.
5. **NOTIFICATION** Association may cause to be sent the following notification(s) to delinquent Owners:
 - a) **FIRST NOTICE** may be sent via regular mail on or about the month of October.
 - b) **(OPTIONAL) REMINDER NOTICE** may be sent via regular mail on or about the month of January
 - c) **SECOND NOTICE: PAST DUE INTEREST, PENALTY:** may be sent via regular mail on or about the month of February which may set forth all assessments including: penalty of 10%
 - d) **NOTICE OF DELINQUENCY** may be sent on or about the month of March via certified mail to each delinquent owner in the event that an assessment account balance remains unpaid sixty (60) days from the due date. A charge will be added to each delinquent owner's account balance for administrative costs and will set forth the following information and results of failure to pay including an explanation as follows:
 - **AMOUNTS DUE:** Describes each delinquent amount (assessments, interest, late charges and other amounts) and the total amount of the payment required to make the account current.
 - **CURE PERIOD:** Allows at least thirty days for the owner to cure the delinquency before further collection action is taken.
 - **PAYMENT PLAN:** Describes the options an owner has to avoid having their account turned over to legal counsel, including information regarding the availability of a payment plan through the association.

- PAYMENT PLAN: Describes the options an owner has to avoid having their account turned over to legal counsel, including information regarding the availability of a payment plan through the association.
 - HEARING: That the owner shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by Association not more than thirty (30) days from the Owners receipt of the Notice of Delinquency.
 - SERVICEMEMBERS NOTICE: Inform the owner that they may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act if the owner is serving on active military duty.
 - ATTORNEY FEES: Explanation that their delinquent account will be turned over to legal counsel for collection and that Association will incur reasonable attorney fees for which reimbursement from the Owner will be sought.
6. INSTALLMENT PLAN FOR DELINQUENCIES: Upon request, all Owners are automatically approved for an installment plan consisting of three equal consecutive monthly installments. No payment plan may be shorter than three months or longer than eighteen months. Alternative installment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative installment plan proposals. The Association may not charge late fees during the course of an installment plan, but can charge interest at the rate it is entitled to under its Restrictions and reasonable costs of administering the payment plan. The association is not required to enter into a payment plan with any owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan. If, at the time the Association receives a payment from a owner who is in default under a payment plan entered into with the Association; the Association is not required to apply the payment in the order of priority specified in paragraph 7 and in applying any such payment, a fine assessed by the association may not be given priority over any other amount owed to the Association.
7. APPLICATION OF PAYMENTS. Pursuant to Chapter 209.0063 of the Texas Property Code.
8. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY. The attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lien affidavit, a lawsuit against the delinquent Owner for a money judgment or foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.
9. ATTORNEY PROCESS. Unless contrary instructions are given by the Board or advised by the Association Attorney, the following actions may be taken upon referral of a delinquent Owner not under bankruptcy protection. Note that pursuant to Chapter 209.0064 of the Texas Property Code, the owner may not be prohibited from contacting the association's board or managing agent regarding the delinquency.
- a. ATTORNEY DEMAND LETTER: to be sent via regular mail and certified mail return receipt requested to the owner on or about the month of May allowing the Owner thirty days to pay the delinquency or dispute the debt pursuant to applicable law. As a prerequisite to foreclosure this letter shall also be sent certified mail return receipt requested to the holder of a lien of record on the property whose lien is inferior or subordinate to the association's lien and is evidenced by the deed of trust, to the address on the deed of trust, providing the inferior lienholder notice and opportunity to cure the delinquency before the 61st day after the date the recipient receives such notice.
 - b. NOTICE OF LIEN AFFIDAVIT: to be filed in the real property records where the delinquent owner's property is located on or about the month of June.

- d. LENDER LETTER: (IF REQUIRED) to be sent via certified mail return receipt requested to any holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust to the address shown in the deed records providing lender notice and opportunity to cure the delinquency before the 61st date after receipt of notice.
 - e. COLLECTION LAWSUIT: pursuing a personal money judgment and/or seeking a court order in an application for expedited foreclosure.
 - f. POST JUDGMENT REMEDIES: After obtaining a judgment, post-judgment remedies will be considered on a case by case basis to be determined in the sole discretion of the Board.
10. BANKRUPTCIES. Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Association's interests may be protected.
11. WAIVER/MODIFICATION OF POLICY. The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause. Nothing contained herein, not otherwise required by the Restrictions, Bylaws, Articles of Incorporation or Law, shall require the Association to take any of the specific actions contained herein. The Board of Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
M.R. PLACE COMMUNITY ASSOCIATION
REGARDING DOCUMENT PRODUCTION AND COPYING POLICY**

WHEREAS, pursuant to the Chapter 209.005 of the Texas Property Code, M.R. Place Community Association, (the "Association") shall make the books and records of the Association, including financial records, open to and reasonably available for examination by owners; and

WHEREAS, there is a need, and the Board of Directors desires to establish rules and regulations relating to a uniform and systematic procedure for producing Association records; and

WHEREAS, at a regular meeting of the Board of Directors of the Association, said meeting being properly called and a quorum being present, a Document Production and Copying Policy was adopted; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Association has and does hereby adopt the following Document Production and Copying Policy which shall be recorded in the real property records of each county in which the subdivision is located.

By: *Damon Sachs*, Vice President

Printed Name: Damon Sachs

CERTIFICATION

"I, the undersigned do hereby certify that I am the duly elected and acting Vice President of M.R. Place Community Association and the following Document Production and Copying Policy was adopted at a regular meeting of the Board of Directors, said meeting being properly called and a quorum being present on the 19th day of September, 2011."

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 19th day of September 2011

M.R. PLACE COMMUNITY ASSOCIATION

By: *Damon Sachs* Vice President

Printed Name: Damon Sachs

ACKNOWLEDGEMENT

STATE OF TEXAS §

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COUNTY OF HARRIS §

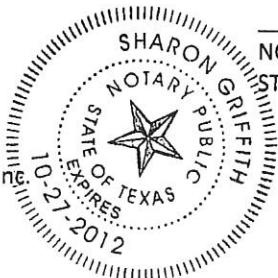
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BEFORE ME, on this day personally appeared Damon Sachs, the Vice President of M.R. Place Community Association, known by me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

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

Sharon Griffith
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

After recording, return to:
SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, TX 77095



M.R. PLACE COMMUNITY ASSOCIATION
DOCUMENT PRODUCTION & COPYING POLICY

1. **EXAMINATION OF BOOKS & RECORDS.** The M.R. Place Community Association ("Association") shall make its books, records, and financial records reasonably available for examination by an Owner, or a person designated in writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, all of which are referred to collectively as ("Owner"). The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.
2. **WRITTEN REQUEST TO INSPECT OR COPY.** Requests to inspect or copy Association books and records must be made in writing and sent by certified mail to the Association at SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095. The request must contain an election either to: (i) inspect the books and records before obtaining copies; or (ii) have the Association forward copies of the requested books and records. The request should also contain sufficient detail or description as to identify the documents requested.
3. **PAYMENT OF ESTIMATED COSTS.** The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the invoice is sent to the Owner.
4. **COSTS FOR DOCUMENT COMPILATION, PRODUCTION, AND REPRODUCTION. COPIES.** The following schedule of costs is adopted pursuant to the Chapter 70 of the Texas Administrative Code. Note that each side of a page that has recorded information is considered a page:

SCHEDULE OF COSTS FOR DOCUMENT COMPILATION, PRODUCTION, AND REPRODUCTION	
COST	ITEM DESCRIPTION
\$0.10	8.5" x 11" page
\$0.10	8.5" x 14" page
\$0.50	11" x 17" page
\$1.00	CD or audio cassette
\$2.50	Video cassette
\$3.00	DVD
Actual Cost	<ul style="list-style-type: none">- Paper greater than 11"x17" or specialty paper (Mylar, blueprint, blue line, color, photographs and maps).- Other electronic media or magnetic tape, data cartridge, tape cartridge and JAZ drive.- Supplies used in producing the records including labels, boxes, folders and along with postage for mailing the records.
\$15.00 per hour	Labor charge for actual time to locate, compile and reproduce the records which shall only be charged if request is greater than 50 pages in length.
20%	Overhead charge of 20% of total labor charge only if the request is greater than 50 pages in length.

5. **PERSONAL INFORMATION.** The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the association, an owner's contact information, other than the owner's address, or information related to an employee of the association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner. However, the books and records shall be released or made available for inspection if: (i) The express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or (ii) A court orders the release of the books and records or orders that the books and records be made available for inspection.
6. **WRITTEN REPLY TO INSPECT OR COPY.** To the extent the books and records that are in the possession, custody, or control of the Association, the Association shall send written notice to the Owner, on or before the 10th business day after the date the request is received, of dates during normal business hours that an Owner may inspect the records. Or if copies were requested the Association shall send the copies, or shall send a notice that the Association is unable to produce the records before the 10th business date and states a date by which information will be sent or made available for inspection not later than the 15th business day after the request is received. To this end, the following form of response is adopted, the substance of which may be revised from time-to-time without the need to revise this Document Production and Copying Policy:

REPLY TO REQUESTS FOR ASSOCIATION BOOKS AND RECORDS

[Date of Letter]

Dear Homeowner:

On or about the [_____] date of _____, 201____], the [Name of Homeowners Association] ("Association") received a request for:

Copies of specific Association records.

Inspection of the books and records of the Association.

Please be advised that (check only the boxes that apply):

We are able to provide you with the requested records within 10 business days of your request. Please call 281-463-1777 to schedule an appointment at a mutually agreeable time between the hours of 9:00 a.m. and 4:00 p.m. on regular business days at the office of SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, TX 77095. Should copies of specific documents be needed during or after the inspection, you will be required to pay the associated costs before the copies will be provided to you. See schedule of costs below.

We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response or on or about the _____ day of _____, 2011. On this date, please call 281-463-1777 to schedule an appointment at a mutually agreeable time between the hours of 9:00 a.m. and 4:00 p.m. on regular business days at the office of SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, TX 77095. Should copies of specific documents be needed during or after the inspection, you will be required to pay the associated costs before the copies will be provided to you. See schedule of costs below.

Please correct and resubmit your request, as it is inadequate because:

Must be sent in the form of a written request by certified mail to the mailing address of the Association: c/o SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095.

Fails to contain an election either to: (i) inspect the books and records before obtaining copies; or (ii) have the Association forward copies of the requested books and records.

Fails to adequately describe or identify the books and records to be inspected and or copied.

Please be advised that the estimated costs for providing records to you are:

Approximately: \$_____. In order to obtain the records you must first pay the Association the cost of providing the records to you. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the offices of SCS Management Services, Inc., 7170 Cherry Park Drive, Houston, Texas 77095 by calling 281-463-1777 to schedule an appointment at a mutually agreeable time between the hours of 9:00 AM and 4:00 PM on regular business days. See schedule of costs below.

Less than actual costs and the Association is sending you this letter as a final invoice on or before the 30th business day after the date the information is delivered to you. The amount due and owing to the Association is \$_____. Be advised that if the additional amounts are not reimbursed to the Association before the 30th business day after the date the invoice is sent to you, they may be added to your account as an assessment.

- ☐ Greater than the actual costs and you are entitled to a refund of \$_____ which is now being issued to you not later than the 30th business day after the date the amounts were requested from you.

SCHEDULE OF COSTS FOR COMPILATION, PRODUCTION, AND REPRODUCTION	
COST	ITEM DESCRIPTION
\$0.10	8.5" x 11" page
\$0.10	8.5" x 14" page
\$0.50	11" x 17" page
\$1.00	CD or audio cassette
\$2.50	Video cassette
\$3.00	DVD
Actual Cost	<ul style="list-style-type: none">- Paper greater than 11"x17" or specialty paper (Mylar, blueprint, blue line, color, photographs and maps).- Other electronic media or magnetic tape, data cartridge, tape cartridge and JAZ drive.- Supplies used in producing the records including labels, boxes, folders and along with postage for mailing the records.
\$15.00 per hour	Labor charge for actual time to locate, compile and reproduce the records which shall only charged if request is greater than 50 pages in length.
20%	Overhead charge of 20% of total labor charge only if the request is greater than 50 pages in length.
The Association may produce books and records requested in hard copy, electronic, or other formats reasonably available.	

Sincerely,

**RESOLUTION OF THE BOARD OF DIRECTORS OF
M.R. PLACE COMMUNITY ASSOCIATION
DOCUMENT RETENTION POLICY**

WHEREAS, pursuant to the Chapter 209.005(m) of the Texas Property Code, M.R. PLACE COMMUNITY ASSOCIATION, (the "Association") must adopt and comply with a document retention policy and there is a need and the Board of Directors desires to establish rules and regulations relating to a uniform and systematic procedure for retaining Association records; and

WHEREAS, at a regular meeting of the Board of Directors of the Association, said meeting being properly called and a quorum being present, a Document Retention Policy was adopted; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Association has and does hereby adopt the following Document Retention Policy which shall be recorded in the real property records of each county in which the subdivision is located.

M.R. PLACE COMMUNITY ASSOCIATION

By: Damon H. Sachs, Vice President

Printed Name: Damon Sachs

CERTIFICATION

"I, the undersigned do hereby certify that I am the duly elected and acting Vice President of M.R. Place Community Association and the Document Retention Policy was adopted at a regular meeting of the Board of Directors, said meeting being properly called and a quorum being present on the 19th day of September, 2011."

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 19th day of September, 2011.

M.R. PLACE COMMUNITY ASSOCIATION

By: Damon H. Sachs, Vice President

Printed Name: Damon Sachs

ACKNOWLEDGEMENT

STATE OF TEXAS §

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COUNTY OF HARRIS §

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BEFORE ME, on this day personally appeared Damon Sachs, the Vice President of M.R. Place Community Association, known by me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 19th day of Sept., 2011.

NOTARY PUBLIC IN AND FOR

After recording, return to:
SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, TX 77095



DOCUMENT RETENTION POLICY	
DOCUMENT TYPE	TIME PERIOD RETAINED
Certificate of Formation/Articles of Incorporation, By-Laws, Declarations, and all Amendments to those documents amendments	Permanently
Financial books and records	7 years
Account records of current owners	5 years
Contracts with a term of one year or more	4 years (after the expiration of the contract term)
Minutes of meetings with owners and the board	7 years
Tax returns and audits	7 years

Records not listed above are not subject to retention. Relative to the above-listed records, upon expiration of the retention date, the applicable record(s) shall not be considered a part of the Association's books and records and will be shredded or destroyed in a manner approved by the Board.

FILED FOR RECORD
8:00 AM

DEC 16 2011

Stan Stewart
County Clerk, Harris County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and 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

DEC 16 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS

COUNTY OF HARRIS

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20090503068
11/04/2009 RP3 \$20.00

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit being by me duly sworn to law, stated the following under oath:

"My name is Elizabeth Pettit. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of M.R. Place Community Association Inc., a Texas Non-Profit Corporation (the "Association"). I am also a custodian for the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to Maplewood Place, Sections One, Two, and Three per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

<input type="checkbox"/> Association's Articles of Incorporation	<input type="checkbox"/> Association's By-Laws
<input type="checkbox"/> Association's Rules & Regulations	<input type="checkbox"/> Association's Architectural Control Committee Guidelines
<input type="checkbox"/> Articles of Merger	<input type="checkbox"/> Annexation Resolution
<input checked="" type="checkbox"/> Resolution Regarding Deed Restriction Enforcement	

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive, Houston, Texas 77095, telephone no. (281) 463-1777.

SIGNED on this the 26 day of Oct., 2009.

Printed Name: Elizabeth Pettit

Position Held: Association Manager

VERIFICATION

THE STATE OF TEXAS

COUNTY OF Harris

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BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit, who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary Public, on this the 26 day of Oct., 2009.



Sharon Griffith
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to: SCS Management Services, Inc. 7170 Cherry Park Drive, Houston, TX 77095

M.R. PLACE COMMUNITY ASSOCIATION, INC.
Resolution Regarding Deed Restriction Enforcement

I, the Vice President of M.R. PLACE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, do hereby certify that a regular meeting of the Board of Directors was held on this the 21st day of October, 2009, with a majority of directors being present and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, the Board of Directors is empowered to govern the affairs of the Homeowners Association by exercising all powers, duties and authority not reserved to the membership, pursuant to Article 7 Section 1(c) of the By-Laws; and

WHEREAS, the Board of Directors is empowered to administer and enforce the Association's deed restrictions, pursuant to Article 2 Section 1 of the Declaration; and

WHEREAS, the Board of Directors is responsible to oversee the operation of the Architectural Control Committee, interpret the ACC Guidelines, communicate ACC requirements and specifications to homeowners, and enforce adherence to the ACC regulations, pursuant to Article of the Declaration; and

WHEREAS, the Board of Directors desires to establish all deed restriction enforcement policies in accordance with Section 209 of the Texas Property Code and enforce effectively and impartially;

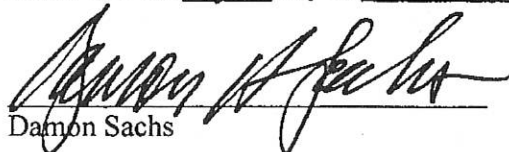
NOW, THEREFORE, BE IT RESOLVED THAT deed restrictions will be enforced through the following:

1. Impartial inspections and at least 2 notification letters on the violation
2. Notice of Non-Compliance, including right to a hearing, mailed certified and first class, from the Association through its agent, SCS Management Services, Inc.
3. Hearing
4. Attorney Demand Letter
5. Lawsuit
6. Reimbursement of all fees, charges and attorney fees as provided by law

Correspondence is mailed to the last known address of the homeowner according to Association records. The cost of deed restriction enforcement steps is paid by the Association and charged back to the account of the delinquent owner for reimbursement to the Association

IN WITNESS OF the adoption of this resolution, it is executed to be effective immediately. It shall remain in full force and effect upon all homeowners, residents and guests perpetually, unless amended or rescinded by the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

Dated this the 21st day of October, 2009.


Damon Sachs

FILED FOR RECORD
8:00 AM

NOV - 4 2009


County Clerk, Harris County, Texas

11 0363-60-1333

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 the number Sequence on the date and at the
stamp herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris
County Texas on

NOV - 4 2009



Bonnie L. Layman

COUNTY CLERK
HARRIS COUNTY, TEXAS

3
Aff
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**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE**

20090503067
11/04/2009 RP3 \$24.00

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit being by me duly sworn to law, stated the following under oath:

"My name is Elizabeth Pettit. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of M.R. Place Community Association Inc., a Texas Non-Profit Corporation (the "Association"). I am also a custodian for the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to Maplewood Place, Sections One, Two, and Three per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

<input type="checkbox"/> Association's Articles of Incorporation	<input type="checkbox"/> Association's By-Laws
<input type="checkbox"/> Association's Rules & Regulations	<input type="checkbox"/> Association's Architectural Control Committee Guidelines
<input type="checkbox"/> Articles of Merger	<input type="checkbox"/> Annexation Resolution
<input checked="" type="checkbox"/> Resolution Regarding Assessment Collection	

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive, Houston, Texas 77095, telephone no. (281) 463-1777.

SIGNED on this the 26 day of Oct., 2009.

Printed Name:

Elizabeth Pettit

Position Held:

Association Manager

VERIFICATION

THE STATE OF TEXAS

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COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit, who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary Public, on this the 26 day of Oct., 2009.



Sharon Griffith
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to: SCS Management Services, Inc. 7170 Cherry Park Drive, Houston, TX 77095

M.R. PLACE COMMUNITY ASSOCIATION, INC.

Resolution Regarding Assessment Collection Schedule

I, the Vice-President of M.R. PLACE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, do hereby certify that a regular meeting of the Board of Directors was held on this the 21st day of October, 2009, with a majority of directors being present and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, the Board of Directors is responsible to set the annual assessment, cause statements to be mailed to members, and enforce payment of the assessment by all lawful means available, pursuant to Article VII of the Declaration; and

WHEREAS, the Board of Director is empowered to assess the annual and special assessments, together with interest, costs and reasonable attorney's fees; and

WHEREAS, the Board of Directors is empowered by the laws of the State of Texas to assess penalties for failure to pay the annual assessment, pursuant to Section 204.010(a) of Title 11 of the Texas Property Code; and

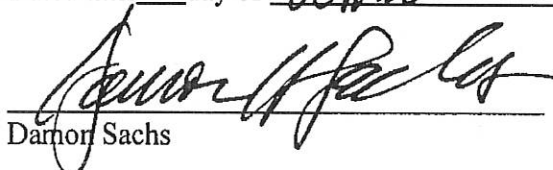
WHEREAS, the Board of Directors is empowered to suspend the voting rights and right to use Common Areas and facilities if a member is in default of assessment payment, pursuant to Article VII of the By-Laws; and

WHEREAS, the Board of Directors desires to collect the annual assessment timely and impartially from all homeowners;

NOW, THEREFORE, BE IT RESOLVED THAT the annual assessment amount shall be determined annually and in accordance with the Declarations of the Association. Billing and collection of the assessment shall be in accordance with the Assessment Collection Schedule attached and a part of this Resolution. Correspondence is mailed to the last known address of the homeowner according to Association records. The cost of delinquency collection steps is paid by the Association and charged back to the account of the delinquent owner for reimbursement to the Association.

BE IT RESOLVED THAT the adoption of this resolution is executed to be effective immediately. It shall remain in full force and effect upon all homeowners, unless amended or rescinded by the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

Dated this 21st day of October, 2009.


Darnon Sachs

FILED FOR RECORD
8:00 AM

NOV - 4 2009


County Clerk, Harris County, Texas

M.R. PLACE COMMUNITY ASSOCIATION, INC.

ASSESSMENT COLLECTION SCHEDULE

The annual assessment amount shall be determined annually and in accordance with the Declarations. Billing and collection of the assessment shall be executed as follows:

FIRST NOTICE	<u>No later than December 1, due by January 1</u>
REMINDER NOTICE	<u>January, prior to delinquent date</u>
DELINQUENT NOTICE	<u>February Late Penalty of 10%</u>
CERTIFIED DEMAND and NOTICE OF HEARING	<u>April</u>
HEARING	<u>As requested – within 30 days of written request</u>
SUSPENSION OF VOTE, USE, AND SERVICES	<u>After hearing time has expired or hearing held</u>
LIEN	<u>May</u>
ATTORNEY DEMAND	<u>June</u>
COLLECTION SUIT	<u>August</u>

The Board of Directors has discretion regarding the duration and the terms of any payments/installment plan. An installment plan is available to homeowners that shall suspend all delinquency collections steps above except routine notices. An installment default demand letter shall be automatically sent if the installment payment is not paid on time. There may be a charge for the installment plan and the installment default demand letter.

Dated this the 21st day of October, 2009.

Damon Sachs

Brody B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

MR PLACE COMMUNITY ASSOCIATION
COLLECTION RULES & INSTALLMENT PLAN GUIDELINES

1. **ASSESSMENT PERIOD.** The Board of Directors ("Board") has the duty of establishing and adopting an annual budget for each fiscal year of the Middlegate Village Community Association, ("Association") covering the estimated costs of operation during each calendar year.
2. **DUE DATE.** All regular and special assessments are due in advance and other charges are due and payable to Association on January 1 of each year. All assessments and other charges due to Association and not paid in full by 5:00 p.m. on the delinquency date of January 31st of each year shall be considered delinquent until paid in full. Charges disputed by an Owner are considered delinquent until such time as they are paid in full or the Owner has been provided verification of the disputed amounts due.
3. **OTHER CHARGES.** All delinquent assessments shall incur a charge interest or late charge penalty as described in more detail in paragraph 5 below, from the delinquency date until the delinquent assessment is paid in full. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on that account. An Owner will be charged a cost of up to \$25.00 for any check that is returned or Automatic Clearing House (ACH) debit that is not paid as a result of Non-Sufficient Funds (NSF).
4. **NOTICE.** The Board shall in good faith attempt to cause the notice of all assessments to be levied against each Owner to be mailed to each Owner at least thirty days prior to the end of the each calendar year. An Owner shall not escape liability or be entitled to a deferral of interest, late charges or other charges with regard to delinquent assessments on the basis of such Owner's failure to receive notice, provided such notice was sent via regular mail to the most recent address of the Owner according to the records of Association. Each Owner shall have the obligation to notify Association in writing of any change in address which shall become effective five days after written notice has been received.
5. **NOTIFICATION** Association may cause to be sent the following notification(s) to delinquent Owners:
 - a) **FIRST NOTICE** may be sent via regular mail on or about the month of October.
 - b) **(OPTIONAL) REMINDER NOTICE** may be sent via regular mail on or about the month of January
 - c) **SECOND NOTICE: PAST DUE INTEREST, PENALTY:** may be sent via regular mail on or about the month of February which may set forth all assessments including: penalty of 10%
 - d) **NOTICE OF DELINQUENCY** may be sent on or about the month of March via certified mail to each delinquent owner in the event that an assessment account balance remains unpaid sixty (60) days from the due date. A charge will be added to each delinquent owner's account balance for administrative costs and will set forth the following information and results of failure to pay including an explanation as follows:
 - **AMOUNTS DUE:** Describes each delinquent amount (assessments, interest, late charges and other amounts) and the total amount of the payment required to make the account current.
 - **CURE PERIOD:** Allows at least thirty days for the owner to cure the delinquency before further collection action is taken.
 - **PAYMENT PLAN:** Describes the options an owner has to avoid having their account turned over to legal counsel, including information regarding the availability of a payment plan through the association.

- PAYMENT PLAN: Describes the options an owner has to avoid having their account turned over to legal counsel, including information regarding the availability of a payment plan through the association.
 - HEARING: That the owner shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by Association not more than thirty (30) days from the Owners receipt of the Notice of Delinquency.
 - SERVICEMEMBERS NOTICE: Inform the owner that they may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act if the owner is serving on active military duty.
 - ATTORNEY FEES: Explanation that their delinquent account will be turned over to legal counsel for collection and that Association will incur reasonable attorney fees for which reimbursement from the Owner will be sought.
6. INSTALLMENT PLAN FOR DELINQUENCIES: Upon request, all Owners are automatically approved for an installment plan consisting of three equal consecutive monthly installments. No payment plan may be shorter than three months or longer than eighteen months. Alternative installment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative installment plan proposals. The Association may not charge late fees during the course of an installment plan, but can charge interest at the rate it is entitled to under its Restrictions and reasonable costs of administering the payment plan. The association is not required to enter into a payment plan with any owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan. If, at the time the Association receives a payment from a owner who is in default under a payment plan entered into with the Association; the Association is not required to apply the payment in the order of priority specified in paragraph 7 and in applying any such payment, a fine assessed by the association may not be given priority over any other amount owed to the Association.
7. APPLICATION OF PAYMENTS. Pursuant to Chapter 209.0063 of the Texas Property Code.
8. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY. The attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lien affidavit, a lawsuit against the delinquent Owner for a money judgment or foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.
9. ATTORNEY PROCESSS. Unless contrary instructions are given by the Board or advised by the Association Attorney, the following actions may be taken upon referral of a delinquent Owner not under bankruptcy protection. Note that pursuant to Chapter 209.0064 of the Texas Property Code, the owner may not be prohibited from contacting the association's board or managing agent regarding the delinquency.
- a. ATTORNEY DEMAND LETTER: to be sent via regular mail and certified mail return receipt requested to the owner on or about the month of May allowing the Owner thirty days to pay the delinquency or dispute the debt pursuant to applicable law. As a prerequisite to foreclosure this letter shall also be sent certified mail return receipt requested to the holder of a lien of record on the property whose lien is inferior or subordinate to the association's lien and is evidenced by the deed of trust, to the address on the deed of trust, providing the inferior lienholder notice and opportunity to cure the delinquency before the 61st day after the date the recipient receives such notice.
 - b. NOTICE OF LIEN AFFIDAVIT: to be filed in the real property records where the delinquent owner's property is located on or about the month of June.

- d. LENDER LETTER: (IF REQUIRED) to be sent via certified mail return receipt requested to any holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust to the address shown in the deed records providing lender notice and opportunity to cure the delinquency before the 61st date after receipt of notice.
 - e. COLLECTION LAWSUIT: pursuing a personal money judgment and/or seeking a court order in an application for expedited foreclosure.
 - f. POST JUDGMENT REMEDIES: After obtaining a judgment, post-judgment remedies will be considered on a case by case basis to be determined in the sole discretion of the Board.
10. BANKRUPTCIES. Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney so that the Association's interests may be protected.
11. WAIVER/MODIFICATION OF POLICY. The Board in its sole and absolute discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon a petition of an Owner showing a personal hardship or just cause. Nothing contained herein, not otherwise required by the Restrictions, Bylaws, Articles of Incorporation or Law, shall require the Association to take any of the specific actions contained herein. The Board of Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
M.R. PLACE COMMUNITY ASSOCIATION
COLLECTION RULES & INSTALLMENT PLAN GUIDELINES**

WHEREAS, M.R. Place Community Association, hereinafter ("Association"), Declaration of Covenants, Conditions and Restrictions, hereinafter ("Restrictions") creates an obligation for the Board of Directors to assess, and the homeowners to pay, regular and special assessments and all other charges levied pursuant to the Restrictions, which are a continuing lien on the property, as well as a personal obligation of each Owner; and,

WHEREAS, pursuant to Chapter 204.010(a)(12) of the Texas Property Code Article VII of the Bylaws of the Association, the Board has the power to establish rules regulating the collection of delinquent assessments; and

WHEREAS, there is a need and the Board of Directors ("Board") desires to establish uniform and systematic rules and guidelines to timely and impartially collect assessments and other charges of the Association; and,

WHEREAS, pursuant to Chapter 204.010(a)(10) & (11) of the Texas Property Code, unless otherwise provided by the Restrictions, Articles of Incorporation or Bylaws of the Association, the Board of Directors is empowered to impose interest, late charges, and if applicable, returned check charges for late payments of regular or special assessments and if notice and opportunity to be heard are given, collect reimbursement of actual attorney's fees and other reasonable costs incurred by the Association relating to violations of the Restrictions, bylaws or rules of the Association.

WHEREAS, the Board has retained an attorney experienced in the representation of community Associations in collections, as well as other matters; and,

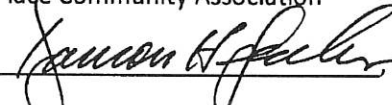
WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors is obligated to offer an installment plan of no less than three (3) months, nor more than eighteen (18) months, unless the owner failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan; and

WHEREAS, at a regular meeting of the Board, said meeting being properly called and a quorum being present, these Collection Rules & Installment Plan Guidelines were adopted; and

NOW, THEREFORE, BE IT RESOLVED that the Association has and does hereby adopt the following Collection Rules & Installment Plan Guidelines to establish guidelines for installment plans and for the collection of assessments and shall record these in the real property records of each county in which the subdivision is located.

SIGNED this the 19th day of September, 20 11.

M.R. Place Community Association

By:  Vice President
Printed Name: Damon Sachs

CERTIFICATION

"I, the undersigned do hereby certify that I am the duly elected and acting Vice President of M.R. Place Community Association and the following policies/guidelines regarding Collection Rules and Installment Plan Guidelines were adopted at a regular meeting of the Board of Directors, said meeting being properly called and a quorum being present on the 19th day of September, 2011."

2011. IN WITNESS WHEREOF, I have hereunto subscribed my name this the 19th day of Sept.

M.R. Place Community Association

By: Damon H. Sachs Vice President

Printed Name: Damon Sachs

ACKNOWLEDGEMENT

STATE OF TEXAS §

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COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared Damon Sachs, the Vice President of M.R. Place Community Association, known by me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

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



Sharon Griffith

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to:
SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, TX 77095

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Affidavit
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**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE**

20090503067
11/04/2009 RP3 \$24.00

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit being by me duly sworn to law, stated the following under oath:

"My name is Elizabeth Pettit. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of M.R. Place Community Association Inc., a Texas Non-Profit Corporation (the "Association"). I am also a custodian for the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to Maplewood Place, Sections One, Two, and Three per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

<input type="checkbox"/> Association's Articles of Incorporation	<input type="checkbox"/> Association's By-Laws
<input type="checkbox"/> Association's Rules & Regulations	<input type="checkbox"/> Association's Architectural Control Committee Guidelines
<input type="checkbox"/> Articles of Merger	<input type="checkbox"/> Annexation Resolution
<input checked="" type="checkbox"/> Resolution Regarding Assessment Collection	

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive, Houston, Texas 77095, telephone no. (281) 463-1777.

SIGNED on this the 26 day of Oct., 2009.

Printed Name:

Elizabeth Pettit

Position Held:

Association Manager

VERIFICATION

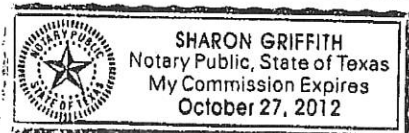
THE STATE OF TEXAS

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COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary Public, on this the 26 day of Oct., 2009.



Sharon Griffith
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to: SCS Management Services, Inc. 7170 Cherry Park Drive, Houston, TX 77095

M.R. PLACE COMMUNITY ASSOCIATION, INC.

Resolution Regarding Assessment Collection Schedule

I, the Vice-President of M.R. PLACE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, do hereby certify that a regular meeting of the Board of Directors was held on this the 21st day of October, 2009, with a majority of directors being present and remaining throughout and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, the Board of Directors is responsible to set the annual assessment, cause statements to be mailed to members, and enforce payment of the assessment by all lawful means available, pursuant to Article VII of the Declaration; and

WHEREAS, the Board of Director is empowered to assess the annual and special assessments, together with interest, costs and reasonable attorney's fees; and

WHEREAS, the Board of Directors is empowered by the laws of the State of Texas to assess penalties for failure to pay the annual assessment, pursuant to Section 204.010(a) of Title 11 of the Texas Property Code; and

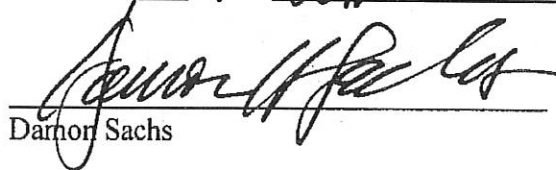
WHEREAS, the Board of Directors is empowered to suspend the voting rights and right to use Common Areas and facilities if a member is in default of assessment payment, pursuant to Article VII of the By-Laws; and

WHEREAS, the Board of Directors desires to collect the annual assessment timely and impartially from all homeowners;

NOW, THEREFORE, BE IT RESOLVED THAT the annual assessment amount shall be determined annually and in accordance with the Declarations of the Association. Billing and collection of the assessment shall be in accordance with the Assessment Collection Schedule attached and a part of this Resolution. Correspondence is mailed to the last known address of the homeowner according to Association records. The cost of delinquency collection steps is paid by the Association and charged back to the account of the delinquent owner for reimbursement to the Association.

BE IT RESOLVED THAT the adoption of this resolution is executed to be effective immediately. It shall remain in full force and effect upon all homeowners, unless amended or rescinded by the Board of Directors in a formal vote. In the event of any conflict in resolutions adopted, the document with the latest date shall prevail.

Dated this 21st day of October, 2009.


Damon Sachs

FILED FOR RECORD
8:00 AM

NOV - 4 2009


County Clerk, Harris County, Texas

M.R. PLACE COMMUNITY ASSOCIATION, INC.

ASSESSMENT COLLECTION SCHEDULE

The annual assessment amount shall be determined annually and in accordance with the Declarations. Billing and collection of the assessment shall be executed as follows:

FIRST NOTICE	<u>No later than December 1, due by January 1</u>
REMINDER NOTICE	<u>January, prior to delinquent date</u>
DELINQUENT NOTICE	<u>February Late Penalty of 10%</u>
CERTIFIED DEMAND and NOTICE OF HEARING	<u>April</u>
HEARING	<u>As requested – within 30 days of written request</u>
SUSPENSION OF VOTE, USE, AND SERVICES	<u>After hearing time has expired or hearing held</u>
LIEN	<u>May</u>
ATTORNEY DEMAND	<u>June</u>
COLLECTION SUIT	<u>August</u>

The Board of Directors has discretion regarding the duration and the terms of any payments/installment plan. An installment plan is available to homeowners that shall suspend all delinquency collections steps above except routine notices. An installment default demand letter shall be automatically sent if the installment payment is not paid on time. There may be a charge for the installment plan and the installment default demand letter.

Dated this the 21st day of October, 2009.

Damon Sachs
Damon Sachs

RE 063-60-1347

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 the proper Sequence on the date and at the
stamp shown by me; and was duly RECORDED in the Official Public Records of Real Property of Harris
County Texas on

NOV - 4 2009



Bonnie L. Keyman

COUNTY CLERK
HARRIS COUNTY, TEXAS

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE

20110526712
12/16/2011 RP2 \$36.00

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THE STATE OF TEXAS

W COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit being by me duly sworn to law, stated the following under oath:

"My name is Elizabeth Pettit. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Association Manager of M.R. Place Community Association Inc., a Texas Non-Profit Corporation (the "Association"). I am also a custodian for the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit. 102

The Association is a "property owners' association" as that term is defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to Maplewood Place, Sections One, Two, and Three per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas. 300

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

X Association's Guidelines Regarding Deed Restriction Matters

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 7170 Cherry Park Drive, Houston, Texas 77095, telephone no. (281) 463-1777.

SIGNED on this the 29th day of November, 2011.

Printed Name:

Position Held: Association Manager

VERIFICATION

THE STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Pettit, who, after being duly sworn, stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary Public, on this the 29 day of Nov., 2011.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, return to: SCS Management Services, Inc. 7170 Cherry Park Drive, Houston, TX 77095



M.R. PLACE COMMUNITY ASSOCIATION INC.

CERTAIN POLICIES & GUIDELINES REGARDING DEED RESTRICTION MATTERS

- I. Name of the subdivision: MAPLE RIDGE PLACE
- II. Name of association: MAPLE RIDGE PLACE COMMUNITY ASSOCIATION INC.
- III. Subdivision recording data (i.e. the map or plat recording data for each section in the subdivision):

<u>Subdivision Name/Section</u>	<u>Map /Plat Recorded in Clerks File/Film No.</u>
Section One (1)	X970398
Section Two (2)	Y854033
Section Three (3)	20060151278

- IV. Declaration of Covenants, Conditions and Restrictions recording data: (the recording data for each Declaration for each section in the subdivision):

<u>Subdivision Name/Section</u>	<u>Declaration Recorded in Clerk's File No.</u>
Section One (1)	Y195965
Section Two (2)	Z234771
Section Three (3)	20090035456

- V. Pursuant to Sections 202.007, 202.009, 202.010, 202.011, 202.018, Title 11 of the Texas property code, policies/guidelines regarding flag display, religious display, political signage display, solar energy devices & roofing materials, and composting, harvesting & irrigation devices & systems were approved by a regular meeting of the Board of Directors for the M.R. Place Community Association Inc., hereinafter referred to throughout as the "Association", said meeting being properly called and a quorum being present on the 19th day of September, 2011.

A. FLAG DISPLAY POLICY

1. ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED. The Association may adopt or enforce reasonable dedicatory instrument provisions to regulate the size, number, and location of flagpoles on which flags are displayed; therefore, a written architectural application must be submitted, and written approval be granted by the Architectural Control/Review Committee prior to erecting a permanent flagpole or exterior illumination.
2. ARCHITECTURAL CONTROL/REVIEW COMMITTEE SUBMISSION REQUIREMENTS. A copy of the existing site plan showing the house and other structures, fences, significant vegetation, property and setback lines with the following information: the proposed location and dimensions of the flag and flagpole, materials and finish of flagpole, materials and finish of proposed lighting fixture, location and bulb color and wattage.
3. FLAGS. This policy is only for the display of the flag of the United States of America; the flag of the State of Texas; and an official or replica flag of any branch of the United States Armed Forces on any property. No disrespect should be shown to the flag of the United States of America. Flags shall be no larger than 3 feet by 5 feet.
4. FLAGPOLES. No more than one building or pole-mounted flagpole not to exceed 20 feet in height will be permitted on any property. Any flagpole attached to a dwelling or a freestanding flagpole

must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record. Flagpoles should be located so as to minimize their impact on neighboring properties. When locating freestanding flagpoles, the size of the property, relationship to adjacent residences, the size of the flag, the height, color and material of the pole shall be considered.

5. CONDITION. A displayed flag and the flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.
6. NOISE. Flags shall be displayed in such a manner so as to abate noise caused by an external halyard of a flagpole so as to not be a nuisance, irritant or adversely impact other neighboring property owners.
7. LIGHTS. Any lighting used to illuminate a displayed flag must not be a nuisance or impact neighboring properties with regard to glare or intensity. Lighting which is part of the original structure may not be altered without prior approval. Proposed replacement or additional fixtures must be compatible in style and scale with the existing property. Exterior lighting shall not be directed outside the owner's property, and should not have an adverse visual impact upon adjoining neighbors.
8. ASSOCIATION PROPERTY. Property Owners may not locate a displayed flag or flagpole on property that is owned or maintained by the Association.

B. RELIGIOUS DISPLAY POLICY

1. ENTRY DISPLAY. The Association will not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. The association may remove an item displayed in violation of a restrictive covenant permitted by the following paragraphs.
2. PROHIBITED. The Association is not prohibited from enforcing or adopting a covenant that, to the extent allowed by the constitution of this state and the United States, prohibits the display or affixing of a religious item on the entry to the owner's or resident's dwelling that: (i) threatens the public health or safety; (ii) violates a law; (iii) contains language, graphics, or any display that is patently offensive to a passerby; (iv) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or (v) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
3. ENTRY DOOR. Owner or resident may not use a material or color for an entry door or door frame of the owner's or resident's dwelling, or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling.

C. POLITICAL SIGNS DISPLAY POLICY

1. SIGN DISPLAY PERIOD. The association will not enforce or adopt a restrictive covenant that prohibits a property owner from displaying on the owner's property one or more signs advertising a political candidate or ballot item for an election: (i) on or after the 90th day before the date of the election to which the sign relates; or (ii) before the 10th day after that election date.
2. SIGN DISPLAY ENFORCEMENT. The Association may enforce or adopt a covenant that requires a

sign to be ground-mounted, or that limits a property owner to displaying only one sign for each candidate or ballot item. The Association is not prohibited from enforcing or adopting a covenant that prohibits a sign that: (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) is larger than four feet by six feet; (vi) violates a law; (vii) contains language, graphics, or any display that would be offensive to the ordinary person; or (viii) is accompanied by music or other sounds, or by streamers, or is otherwise distracting to motorists.

3. SIGN REMOVAL. The Association may remove a sign displayed in violation of a restrictive covenant permitted by the paragraph above labeled 'Sign Display Period' and 'Sign Display Enforcement'.

D. SOLAR ENERGY & ROOFING MATERIAL POLICY

1. ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED. The Association requires that a written architectural application be submitted and written approval be granted by the Architectural Control/Review Committee prior to the installation of any solar energy device or roofing materials. "Solar energy device" has the meaning assigned by Section 171.107, Tax Code. Approval for installation of a solar energy device shall not be withheld if the provisions of the dedicatory instruments and conditions contained in this policy are met or exceeded, unless it is determined in writing that placement of the device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination, the written approval of the proposed placement of the device by all property owners of adjoining properties constitutes prima facie evidence that such a condition does not exist.
2. SOLAR DEVICE INSTALLATION. The Association will include or enforce a provision in a dedicatory instrument that prohibits a solar energy device that: (i) is located in an area on the Owner's property other than the roof of the home or another structure allowed under a dedicatory instrument; or (ii) in a fenced yard or patio owned and maintained by the property Owner; (iii) if located in a fenced yard or patio, is taller than the fence line; or (iv) as installed, voids material warranties; or (v) was installed without prior approval by the Architectural Control/Review Committee.
3. ROOF MOUNTED SOLAR DEVICE. The Association will include or enforce a provision in a dedicatory instrument that prohibits a solar energy device which if mounted on the roof of the home: (i) extends higher than or beyond the roofline; (ii) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Association; (iii) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or (iv) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.
4. ROOFING MATERIALS. The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts an Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by

customary composite shingles; or (iii) provide solar generation capabilities; and when installed resemble the shingles used or otherwise authorized for use on property in the subdivision; are more durable than and are of equal or superior quality to the shingles which are wind and hail resistant; and match the aesthetics of the property surrounding the owner's property.

5. PROHIBITION. The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing a solar energy device unless the solar energy device threatens public health or safety or violates a law as adjudicated and determined by a court. During the development period, the declarant may prohibit or restrict a property owner from installing a solar energy device. Property Owners may not locate any solar energy device or install roofing materials on property that is owned or maintained by the Association.

E. COMPOSTING, RAIN HARVESTING & IRRIGATION POLICY

1. ARCHITECTURAL CONTROL/REVIEW COMMITTEE APPROVAL REQUIRED. A written architectural application must be submitted and written approval be granted by the Architectural Control/Review Committee prior to the installation of any composting device, rain barrel/rain harvesting system, water conservation or irrigation system.
2. COMPOSTING. The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass. However, the Association will regulate requirements, including size, type, shielding, and materials, for or the location of a composting device so long as the restriction does not prohibit the economic installation of the device on the owner's property where there is reasonably sufficient area to install the device. Composting devices must be installed in fenced yard or patio of an owner's property.
3. IRRIGATION SYSTEMS. The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from implementing efficient irrigation systems, including underground drip or other drip systems. However, it will regulate the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
4. WATER CONSERVATION. The Association may restrict the type of turf used by a property owner in the planting of new turf to encourage or require water-conserving turf. The Association is not prohibited from regulating the installation or use of gravel, rocks, or cacti or yard and landscape maintenance if the restrictions or requirements do not restrict or prohibit turf or landscaping design that promotes water conservation.
5. RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS. The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing rain barrels or a rainwater harvesting system. However, the Association will not permit a rain barrel or rainwater harvesting system to be installed in or on a property: (i) if the property is located between the front of the property owner's home and an adjoining or adjacent street; or (ii) the barrel or system is of a color other than a color consistent with the color scheme of the property owner's home; or (iii) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured. The Association will regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if the restriction does not prohibit the economic installation of the device or appurtenance on the property owner's property; and there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

6. ASSOCIATION PROPERTY. Property Owners may not locate a composting device, rain harvesting or irrigation system on property that is owned or maintained by the Association.

CERTIFICATION

"I, the undersigned do hereby certify that I am the duly elected and acting Vice President of M.R. Place Community Association Inc. and the following policies/guidelines regarding flag display, religious display, political signs display, solar energy & roofing materials, composting, harvesting & irrigation was adopted at a regular meeting of the Board of Directors, said meeting being properly called and a quorum being present on the 19th day of September, 2011."

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 19th day of September, 2011.

M.R. PLACE COMMUNITY ASSOCIATION INC.

By: 

Vice President

Printed Name: Damon Sachs

ANY INSTRUMENT HEREIN WHICH DESTROYS 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

RECORDER'S MEMORANDUM:

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

ACKNOWLEDGEMENT

DEC 16 2011

STATE OF TEXAS

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§

COUNTY OF HARRIS

§




Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

BEFORE ME, on this day personally appeared Damon Sachs, the Vice President of M.R. Place Community Association Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 19th day of September, 2011.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED FOR RECORD
8:00 AM

DEC 16 2011

Stan Stewart
County Clerk, Harris County, Texas

After recording, return to:
SCS Management Services, Inc.
7170 Cherry Park Drive
Houston, TX 77095