

**AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
(PURSUANT TO TEXAS PROPERTY CODE, SECTION 202.006)**

PROPERTY OWNERS' ASSOCIATION: MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.

20120018766
01/13/2012 RP3 \$92.00

PROPERTY DESCRIPTION:

MEMORIAL PARK VILLAGE, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. X983349, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's Film Code No. 568143, Map Records of Harris County, Texas.

The undersigned affiant on oath swears that the following statements are true:

1. Affiant is over the age of eighteen, of sound mind and fully competent to make this affidavit. Affiant is an authorized officer or property manager of and for the above designated property owners' association and property, and a custodian of the books and records of the association. As such Affiant is duly authorized to make this affidavit on behalf of the association. Affiant has personal knowledge of the facts stated herein which are all true and correct.

2. Attached hereto are the originals or exact duplicates of the originals of each of the following instruments applicable to the above designated property owners' association and property:

- 1. Assessment Collection Policy
- 2. Association Documents Inspection and Copying Policy
- 3. Association Documents Retention Policy
- 4. Unanimous Consent Resolutions adopting the above policies

MEMORIAL PARK VILLAGE
COMMUNITY ASSOCIATION, INC.

By: Robert Carmack
ROBERT CARMACK, President

SWORN TO AND SUBSCRIBED BEFORE ME by ROBERT CARMACK, as President of MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC., on this the 30 day of December, 2011.



Erika Sorsby
Notary Public, State of Texas
My Commission Expires: 11/30/15

AFTER RECORDING, PLEASE RETURN TO:
Mr. Lou W. Burton
Williams, Birnberg & Andersen, L.L.P.
2000 Bering Drive, Suite 909
Houston, Texas 77057-3746

Stan Steward
COUNTY CLERK
HARRIS COUNTY, TEXAS

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MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

1.0 Definitions. In this policy the definitions set forth in Section 209.002 of the Texas Property Code control (whether or not capitalized), including "Board" which means the governing body of this Association. To the extent not inconsistent with the foregoing, all definitions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Memorial Park Village (whether or not capitalized), including Article II thereof, are also incorporated herein.

2.0 Delinquency Charges.

2.1 Due Dates; Delinquency. All assessments are due and payable as stated in the Association's governing documents. Any assessment which is not paid by the due date is delinquent.

2.2 Interest. Interest at the rate stated in the Association's governing documents may be charged on any assessment which is not paid within thirty days after the due date, from the due date.

2.3 Late Charges. A late charge of \$25.00 per month may be charged as to any assessment account which is not paid in full by the end of each month.

2.4 Administrative/Managing Agent Fees. Any administrative fees, costs or other charges, including collection program and similar fees, imposed by the Association or by its managing agent with prior approval of the Board, shall be added to each applicable delinquent assessment account.

2.5 Compliance Costs. In addition to the charges set forth in Sections 2.2, 2.3 and 2.4, a defaulting Owner is obligated to pay all other costs incurred by the Association to collect any delinquent amounts due to the Association, including costs of title reports, credit reports, postage, long distance call costs, lien claim notice/affidavit preparation and filing fees, all other filing fees, all reasonable costs and attorney's fees, and all other applicable charges as set forth in this policy or the Association's governing documents.

2.6 Waiver. Upon written request stating good cause as determined in the sole discretion of the Board, the Board may in its sole discretion waive payment of any charges set forth in Sections 2.2 – 2.5, in whole or in part.

3.0 Payments.

3.1 Insufficient Funds. The Association may charge a \$25.00 fee for any check or other payment which is returned due to insufficient funds or which is not paid for any other reason. In addition, the Association may require all future payment be made by the applicable Owner or other payee only by certified check, money order or equivalent for a period not to exceed two years following the last date of dishonor.

3.2 Application of Payments.

3.2.1 Except as provided in Section 3.2.2, payment from an Owner or for an Owner's account shall be applied in the following order of priority:

- (a) delinquent assessments;
- (b) current assessments;

- (c) attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure under the Association's governing documents;
- (d) other attorney's fees;
- (e) fines; and
- (f) any other amounts owed to the Association.

3.2.2 If at the time the Association receives a payment the applicable Owner is in default under a payment plan entered with the Association.

- (a) the Association is not required to apply the payment as provided in Section 3.2.1, and instead may apply the payment in any manner provided in the payment plan agreement in the event of default, or as provided in the Association's governing documents, or as otherwise determined by the Board or the Association's managing agent; provided,
- (b) notwithstanding subsection (a), a fine may not be given priority over any other amount owed to the Association.

3.2.3 All payments within each category of application, either under Section 3.2.1 or Section 3.2.2, as applicable, shall be applied on a first-in, first-out basis.

3.2.4 The Association may refuse to accept any partial payment, being any payment for less than the total amount due, including any payment under a payment plan which is less than the total amount then due pursuant to the payment plan.

3.2.5 The Association may refuse to accept any payment with a restrictive endorsement or which contains or is accompanied by conditions, directives or limitations contrary to this policy, or to the terms of any payment plan agreement then in effect, or to any other provisions of the Association's governing documents.

3.2.6 Endorsement or deposit of a payment or posting of a payment to an account do not constitute acceptance of the payment unless the payment is not refunded within sixty days after deposit. Acceptance of payment does not in any case constitute acceptance as to any modification of any terms of, or waiver of default under, a payment plan agreement then in effect, as to any restrictive endorsement, or as to any other accompanying conditions, directives or limitations. Acceptance of any kind, including acceptance of a partial payment, does not in any case waive any Association rights or preclude strict compliance in the future.

4.0 Payment Plans.

4.1 Availability. Except as provided in Section 4.10.3, the Association shall offer alternative payment plans to Owners in accordance with this policy covering all assessments and other amounts owed to the Association.

4.2 Written Request Required. Request for a payment plan must be submitted to the Association in writing. The request (i) must be dated, (ii) must be signed by the Owner or submitted by email or fax under the Owner's name, and (iii) must set forth proposed payment terms and amounts

within the guidelines set forth in Section 4.6. If a payment term of more than three months is requested, the request must also provide a brief statement of the basis for the extended payment term.

4.3 Minimum/Maximum Term. An Owner may propose any term for a payment plan, provided that (i) subject to Section 4.10, the Association must approve a minimum term of three months as provided in Section 4.6.1, and (ii) the Association may not approve a term exceeding eighteen months from the date of the Owner's request for a payment plan.

4.4 Written Agreement Required. All payment plan agreements (i) must be in writing on a form provided or approved by the Association, or the Association's managing agent or attorney, and (ii) must be fully completed, dated and signed by the applicable Owner.

4.5 Terms and Conditions. All payment plans are subject to the following terms and conditions:

4.5.1 The initial total amount due under the payment plan shall be calculated as of the date of receipt by the Association of a proper written request under Section 4.2 from the applicable Owner for a payment plan. The initial total amount due plus applicable interest and administrative costs are herein referred to as the "Payment Plan Amount".

4.5.2 So long as the payment plan remains in effect, no additional monetary penalties will be added to the Payment Plan Amount other than (i) reasonable costs associated with administration of the payment plan, and (ii) interest at the rate allowed by the Association's governing documents, or such lesser rate as stated in the payment plan agreement.

4.5.3 The applicable Owner must keep tract of payments, including due dates, dates and amounts of payments and remaining payments due. No notices or reminders as to any of the foregoing need be sent. Any reasonable costs incurred by the Association regarding the foregoing may be charged as costs of administration of the payment plan which must be paid upon demand.

4.5.4 All assessments and any other amounts which become due to the Association after the date of determination of the Payment Plan Amount must be paid to the Association in full, when due, and in addition to the payments due under the payment plan.

4.6 Guidelines. The terms of payment for all payment plans must be approved by the Board or other authorized Association officer, provided (i) the terms of a three month plan as provided in Section 4.6.1 are automatically approved (subject to Section 4.10), or (ii) a payment plan with terms of payment equal to or better than a six month plan as provided in Section 4.6.2 may also be approved by the Association's managing agent or attorney. Terms of payment as aforesaid are as follows:

4.6.1 Three Month Plan. The Payment Plan Amount is due and payable in three equal and consecutive monthly payments, beginning not more than thirty days after the date of the payment plan agreement.

4.6.2 Six Month Plan. The Payment Plan Amount is due and payable as follows: (i) 25% down, due and payable not more than thirty days after the date of the payment plan agreement; and (ii) five equal and consecutive monthly payments of the remaining balance due, beginning not more than thirty days after the date the down payment is due and payable.

4.7 When Plan Effective. A payment plan is effective only upon receipt by the Association of (i) a fully completed, dated, and signed payment plan agreement; and (ii) the first payment (or down payment) due and payable pursuant to the payment plan agreement.

4.8 Default. The following provisions apply regarding a "default" under a payment plan agreement:

4.8.1 An Owner is considered in default if,

- (a) the owner fails to complete, date, sign and return the payment plan agreement and the initial payment to the Association when due; or
- (b) the Owner fails to make any payment when due; or
- (c) the Owner makes any payment for less than the total amount due.

4.8.2 A payment plan is terminated and of no further effect automatically if:

- (a) the Owners fails to fully cure any default within ten days after the date notice of default is sent to the Owner; or
- (b) upon any default which occurs after notice of default has been given as provided in subsection (a) above.

4.9 Waiver of Default; Reinstatement. A default may be waived or a terminated payment plan may be reinstated in the sole discretion of the Board, but only if the default is fully cured within ten days after the date of the applicable notice of waiver or reinstatement.

4.10 Effect of Termination. Upon termination of a payment plan:

4.10.1 all amount due under the payment plan agreement, and all other amounts which would be due to the Association but for the agreement and which have become due in consequence of the default, automatically and immediately become due and payable to the Association; and

4.10.2 the Association may immediately pursue all rights and remedies of the Association under its governing documents or as otherwise permitted by law; and

4.10.3 the Association has no obligation to accept a payment plan from the defaulting Owner during the two year period following the last date of default prior to termination of the applicable payment plan agreement; and

4.10.4 during the two-year period as provided in Section 4.10.3, the provisions of Sections 3.2.1, 4.5.1, 4.5.2 and 4.6 do not apply, and the Association may proceed with entry of any alternate repayment plan or with exercise of any rights or remedies as permitted by its governing documents or applicable law without regard to any other provisions of this policy.

5.0 Collection Procedures.

5.1 Guidelines Only. The collection procedures set forth in this Section 5.0 apply unless otherwise determined by the Board on a case-by-case basis or as circumstances in the sole discretion of the Board require.

5.2 Association. The Association, directly or through its managing agent, shall comply with the following collection procedures:

5.2.1 An annual notice of assessment and other amounts due to the Association shall be sent to each Owner (whether one or more) in accordance with the Association's governing documents;

5.2.2 At least one delinquency notice shall be sent to each Owner who is thirty days or more delinquent in payment of assessments or any other amounts due to the Association.

5.2.3 Prior to referral of any delinquent account to the Association's attorney, notice shall be sent to the applicable Owner stating that attorney's fees and costs will be charged to the Owner if the delinquency continues after a date certain (which may be stated as a certain number of days after the date of the letter which is not less than ten days).

5.2.4 The account of any Owner who is ninety or more days delinquent and who is not under an effective payment plan as provided in Section 4.0 may be referred to the Association's attorney for collection.

5.3 Association Attorney. Upon referral of a delinquent account to the Association's attorney, the attorney shall comply with the following collection procedures:

5.3.1 A final demand letter shall be sent to the Owner demanding payment in full in not less than thirty days.

5.3.2 If the account is not paid in full pursuant to the notice sent under Section 5.3.1, the attorney shall prepare and file a lien claim notice/affidavit, and shall send the delinquent Owner a notice of intent to proceed with foreclosure which shall include a copy of the lien claim notice/affidavit. The notice of intent to proceed with foreclosure must allow not less than ten days to fully cure the delinquency.

5.3.3 At the time of giving notice under Section 5.3.2 or in any event prior to initiation of a foreclosure action, the Association attorney shall give written notice to applicable lienholders, if any, in accordance with Section 209.0091 of the Texas Property Code providing notice and opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice.

5.3.4 If the account is not paid in full pursuant to the notice sent under Section 5.3.2 (and Section 5.3.3, if applicable), the Association attorney shall so advise the Board. The Board may then authorize the attorney to proceed with foreclosure in accordance with the Association's governing documents and applicable law.

6.0 Owner Right to Vote. The Association may not disqualify any Owner from voting in an election of any Board member or on any matter concerning the rights or responsibilities of the Owner for any reason, including any delinquency in payment of amount due to the Association.

7.0 Suspensions. The Association may suspend a delinquent Owner's right to use of common area facilities and amenities for nonpayment of amounts due to the Association and as otherwise permitted by the Association's governing documents, but only after notice and compliance as otherwise applicable with Section 209.006 of the Texas Property Code.

8.0 Notices. Unless otherwise required by the Association's governing documents, applicable law or this policy, the following provisions apply regarding any notices or other communications (a "notice") permitted or required by this policy.

8.1 "Owner" refers to the owner, whether one or more, of the applicable property. When two or more persons are an Owner, notice to any co-Owners is deemed notice to all other co-Owners.

8.2 Notices may be given to any Owner by personal delivery, by regular mail, by certified mail, return receipt requested, by email, or by telephone documents transfer according to the records of the Association.

8.3 Notices to an Owner are deemed given as applicable (i) upon delivery to any recipient at the Owner's address, (ii) upon deposit in the United States mail, (iii) on the day and at the time the email or facsimile is successfully transmitted, or (iv) in any other manner permitted by the Association's governing documents.

8.4 Notice to the Association is deemed given (i) upon receipt, or (ii) in any other manner permitted by the Association's governing documents.

9.0 Effective Date; Amendment.

9.1 Effective Date; Application. This policy is effective upon the later to occur of (i) January 1, 2012, or (ii) filing in the Official Public Records of Real Property of Harris County, Texas, subject to amendment as hereafter provided. The Association is required to apply this policy only to assessments or other debt that becomes due to the Association on or after January 1, 2012.

9.2 Amendment. This policy may be amended from time to time and at any time by the Board. Any such amendment shall be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressed stated in the amendment.

10.0 Controlling Effect. This policy is adopted pursuant to and in accordance with the requirements of Sections 209.0059, 209.0062 and 209.0063 of the Texas Property Code in lieu of any other provisions of the Association's governing documents regarding the express provisions set forth in this policy or which conflict with applicable Texas law. In all other respects, all provisions of the Association's governing documents shall continue in full force and effect.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Association hereby certifies that the foregoing Assessment Collection Policy was duly adopted by unanimous written consent of the Board of Directors dated 12/30, 2011.

EXECUTED this 30th day of December, 2011.

**MEMORIAL PARK VILLAGE COMMUNITY
ASSOCIATION, INC.**, a Texas non-profit corporation

By: 
ADAM LOVELESS, Secretary

MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.

ASSOCIATION DOCUMENTS INSPECTION AND COPYING POLICY

1.0 Definitions.

1.1 Incorporation. In this policy the definitions set forth in Section 209.002 of the Texas Property Code control (whether or not capitalized), including "Board" which means the governing body of this Association. To the extent not inconsistent with the foregoing, all definitions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Memorial Park Village (whether or not capitalized), including Article II thereof, are also incorporated herein.

1.2 Additional Definitions. In this policy the following definitions also apply:

1.2.1 "Association Documents" means all books and records of the Association, including all financial records, all dedicatory instruments and all other governing documents.

1.2.2 "Inspection Officer" means a Board member, employee of the Association's managing agent or attorney, or any other person designated by the Board who will facilitate or supervise an inspection of Association Documents under this policy.

1.2.3 "Owner Representative" means an Owner's agent, attorney or certified public accountant so designated by the Owner in writing.

1.2.4 "Production Costs" means all reasonable costs for the compilation, production and reproduction of Association Documents incurred in response to a request under this policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations), as more particularly described in Section 8.0 of this policy.

2.0 Right of Inspection. The Association shall make Association Documents open and reasonably available for examination by an Owner or Owner Representative in accordance with, and subject to the exceptions in, this policy.

3.0 Proper Request Required. An Owner or Owner Representative must submit a proper written request for inspection and/or production of Association Documents. A proper written request must:

3.1 be delivered by certified mail to the Association's attention at the Association's address as reflected on the Association's most recent management certificate filed in the Official Public Records of Real Property of Harris County, Texas; and

3.2 contain sufficient detail to identify the specific Association Documents being requested; and

3.3 state an election to either inspect the requested Association Documents or to have the Association forward the requested Association Documents; and

3.4 if the Association Documents are to be forwarded, the mailing address of the Owner or Owner Representative, and, subject to Section 6.0, a preferred delivery format and/or delivery method from among the following:

3.4.1 format — electronic file, compact disk or paper; and

3.4.2 delivery method — email (email address must be provided), certified mail or pick-up.

4.0 Responses to Requests.

4.1 Within ten business days after receipt of a proper written request, the Association shall either (i) forward the requested Association Documents together with an invoice for final Production Cost, or (ii) sent written notice to the Owner or Owner Representative who requested the Association Documents:

4.1.1 stating any deficiencies in the request which prevent the Association from making a proper response; or

4.1.2 stating the amount of estimated Production Costs and advising the Association Documents will be produced within ten business days after receipt of payment for estimated Production Cost; or

4.1.3 if an inspection is requested, stating the place where, and stating available dates and times during normal business hours when, the Association Documents are available for inspection, and in such case the Owner or Owner Representative must advise the Association in writing of the date and time the inspection will take place at least one full business day before the selected date; or

4.1.4 if the Association Documents cannot be produced within ten business days:

(a) advising the Association is unable to produce the Association Documents on or before the tenth business day after the date the Association received the request, and

(b) stating an alternative date by which the requested Association Documents will be available either for inspection or for forwarding and estimated Production Costs, and in such case the alternative date must be not later than fifteen business days after the date of the notice; or

4.1.5 advising that after a diligent search, some or all of the requested Association Documents cannot be located, or are not in the possession, custody or control of the Association; or

4.1.6 any combination of the foregoing as the circumstances may reasonably require.

5.0 Inspections.

5.1 The Owner or Owner Representative who conducts an inspection of Association Documents may (i) at the time of the inspection designate specific Association Documents for the Association to copy and forward to the Owner or Owner Representative, or (ii) send a proper request to the Association after the inspection as provided in Section 3.0. If designated at the time of inspection (y) the designation must be in writing and signed by the Owner or Owner Representative, as applicable, and the Inspection Officer, and (z) the Association shall promptly thereafter send notice and produce the Association Documents as provided in Section 4.1.

5.2 At the discretion of the Board or the Association's managing agent, the Inspection Officer and/or a Board member and/or the Association's attorney may be present during all or any part of the inspection.

5.3 No Association Document may be removed by the Owner or Owner Representative from the inspection area without the express written consent of a Board member or the Association's managing agent. No original Association Document may be removed from the Association's office for any reason by an Owner or Owner Representative.

6.0 Production of Association Documents.

6.1 Format. The Association may produce Association Documents in paper, electronic or other format reasonably available to the Association, in the discretion of the Board or the Association's managing agent.

6.2 Delivery. The Association may deliver requested Association Documents by certified mail, email or facsimile, in the discretion of the Board or the Association's managing agent. Upon written request by an Owner or Owner Representative, requested Association Documents may be made available for pick-up.

6.3 Conversion. The Association is not required to transfer any electronic records to paper format unless the Owner or Owner Representative requesting the transfer pays all costs thereof, in advance.

7.0 Exclusions From Inspection or Production.

7.1 Excluded Association Documents. The following Association Documents are not available for inspection by, and the Association has no obligation to produce any of the same to, any Owner or Owner Representative:

7.1.1 financial records, including records of debit or credit entries as to amounts due or payable to the Association, associated with an individual current or former Owner; and

7.1.2 any Association Documents that identify any violation history of any current or former Owner regarding any dedicatory instrument or other governing documents of the Association; and

7.1.3 any Owner contact information other than an Owner's mailing address; and

7.1.4 attorney files of a current or former Association attorney except as provided in Section 7.3.

7.2 Consent for Disclosure. The Association Documents described in Section 7.1.1, 7.1.2 or 7.1.3 shall be released or made available for inspection if:

7.2.1 the express written approval of the applicable Owner is provided to the Association stating the specific Association Documents covered by the approval; or

7.2.2 a court order releases the Association Documents or orders the Association Documents be made available for inspection.

7.3 Attorney Files.

7.3.1 Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Section 209.008(d) of the Texas Property Code) are not records of the Association and are not: (i) subject to inspection by the Owner; or (ii) subject to production in a legal proceedings.

7.3.2 If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association Documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document.

7.3.3 The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7.4 Non-Owners. The Association has no obligation to make any Association Documents available for inspection by, or to produce any Association Documents to, any Person other than an Owner or Owner Representative. This exclusion includes any tenant of an Owner unless the tenant is designated as an Owner Representative.

8.0 Production Costs.

8.1 Advance Payment. Advance payment of estimated Production Costs must be received by the Association prior to delivery of any Association Documents unless expressly waived by the Board or the Association's managing agent or attorney.

8.2 Invoicing. On a case-by-case basis, the Board or the Association's managing agent may agree to invoice estimated Production costs. In each such case, the Production Costs must be paid in full within thirty days after a statement for the same is mailed to the Owner or Owner Representative.

8.3 Refusal of Delivery. An Owner who, either directly or through an Owner Representative, makes a request for Association Documents and subsequently declines to accept delivery or otherwise renders delivery impracticable is liable for payment of all Production Costs.

8.4 Estimates, Final Invoice.

8.4.1 Estimates for Production Costs shall be made by the Association in accordance with Section 8.6.

8.4.2 If estimated Production Costs are lesser or greater than actual Production Costs, the Association shall submit a final invoice to the Owner or Owner Representative on or before the thirtieth business day after the date the Association Documents are delivered. Any additional amounts due must be paid to the Association, or any excess must be refunded to the Owner, not later than thirty business days after the date the final invoice is sent.

8.5 Owner Responsible For Payment. An Owner who, either directly or through an Owner Representative, makes a request under this policy is responsible for payment of all Production Costs due to the Association under this policy. The amount of any Production Costs not paid as required by this policy may be added to the applicable Owner's account as an assessment.

8.6 Allowable Charges. Estimated and actual Production Costs may not exceed the costs allowed pursuant to Texas Administrative Code, Section 70.3 (current copy as of the effective date of this policy attached), or as follows:

8.6.1 black and white 8½"x11" single sided copies=\$0.10 each

8.6.2 black and white 8½"x11" double sided copies=\$0.20 each

8.6.3 color 8½"x11" single sided copies=\$0.50 each

- 8.6.4 color 8½"x11" double sided copies=\$1.00 each
- 8.6.5 PDF images of documents=\$0.10 each
- 8.6.6 compact disk=\$1.00 each
- 8.6.7 labor and overhead=\$15.00 per hour (IF over 50 pages)
- 8.6.8 mailing supplies=\$1.00 per mailing
- 8.6.9 postage=at cost
- 8.6.10 other supplies=at cost
- 8.6.11 third party fees=at costs
- 8.6.12 other costs=as permitted by current Texas Administrative Code, Section 70.3.

9.0 Effective Date; Amendment.

9.1 Effective Date. This policy is effective upon the later to occur of (i) January 1, 2012, or (ii) filing in the Official Public Records of Real Property of Harris County, Texas, subject to amendment as hereafter provided.

9.2 Amendment. This policy may be amended from time to time and at any time by the Board. Any such amendment shall be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressed stated in the amendment.

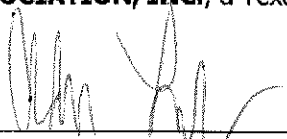
10.0 Controlling Effect. This policy is adopted pursuant to and in accordance with the requirements of Section 209.005 of the Texas Property Code in lieu of any other provisions of the Association's governing documents regarding the express provisions set forth in this policy or which conflict with applicable Texas law. In all other respects, all provisions of the Association's governing documents shall continue in full force and effect.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Association hereby certifies that the foregoing Association Documents Inspection and Copying Policy was duly adopted by unanimous written consent of the Board of Directors dated 12/30, 2011.

EXECUTED this 30th day of December, 2011.

**MEMORIAL PARK VILLAGE COMMUNITY
ASSOCIATION, INC.**, a Texas non-profit corporation

By: 
ADAM LOVELESS, Secretary

TEXAS ADMINISTRATIVE CODE

TITLE 1, PAGE 3, CHAPTER 70

RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

- (a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).
- (b) Copy charge.
- (1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
 - (2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - (A) Diskette--\$1.00;
 - (B) Magnetic tape--actual cost
 - (C) Data cartridge--actual cost;
 - (D) Tape cartridge--actual cost;
 - (E) Rewritable CD (CD-RW)--\$1.00;
 - (F) Non-rewritable CD (CD-R)--\$1.00;
 - (G) Digital video disc (DVD)--\$3.00;
 - (H) JAZ drive--actual cost;
 - (I) Other electronic media--actual cost;
 - (J) VHS video cassette--\$2.50;
 - (K) Audio cassette--\$1.00;
 - (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
 - (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.
- (c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

- (1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.
 - (2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.
 - (3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.
- (d) Labor charge for locating, compiling, manipulating data, and reproducing public information.
- (1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
 - (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other; or
 - (B) A remote storage facility.
 - (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
 - (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or
 - (B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.
 - (4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).
 - (5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).
 - (6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (e) Overhead charge.

- (1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.
- (2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).
- (3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

- (1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.
- (2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

- (1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.
- (2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If

after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

- (h) Computer resource charge.
- (1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.
 - (2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.
 - (3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.
 - (4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .
 - (5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.
- (i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
- (j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
- (k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).
- (l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.
- (m) These charges are subject to periodic reevaluation and update.

MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.

ASSOCIATION DOCUMENTS RETENTION POLICY

1.0 Definitions.

1.1 Incorporation. In this policy the definitions set forth in Section 209.002 of the Texas Property Code control (whether or not capitalized), including "Board" which means the governing body of this Association. To the extent not inconsistent with the foregoing, all definitions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Memorial Park Village (whether or not capitalized), including Article II thereof, are also incorporated herein.

1.2 Additional Definitions. In this policy the following definitions also apply:

1.2.1 "Association Documents" means all books and records of the Association, including all financial records, all dedicatory instruments and all other governing documents.

1.2.2 "Retention Period" means the period of time during which Association Documents must be maintained and retained as part of the books and records of the Association. Except as provided in Section 3.4 regarding certain contracts and Section 3.5 regarding reserve studies and account records of former Owners, the Retention Period starts on the date the document is created. The Retention Period ends on the last day of the year of the applicable Retention Period. For example, as to an Association Document created on March 10, 2012 which is subject to a four year Retention Period, that Retention Period begins on March 10, 2012 and ends on December 31, 2016.

2.0 Format. Association Documents shall be maintained in paper format, or in an electronic format that can be readily transferred to a paper format.

3.0 Retention Periods.

3.1 Permanent Retention Required. The following Association Documents shall be retained permanently:

3.1.1 certificate of formation/articles of incorporation;

3.1.2 bylaws;

3.1.3 restrictive covenants, including the Declaration; and

3.1.4 amendments to any of the Association Documents listed in Sections 3.1.1, 3.1.2 or 3.1.3.

3.2 Seven Year Retention Period. The following Association Documents shall be retained for a seven year Retention Period:

3.2.1 financial books and records, including Association budgets, financial statements and bank account statements;

3.2.2 tax returns;

3.2.3 audit records;

3.2.4 minutes of meetings of the Owners and of the Board; and

3.2.5 applications for architectural approval or variance pertaining to individual lots, and final written decisions of the Architectural Control Committee or Board regarding the same.

3.3 Five Year Retention Period. Account records of current Owners, including records of debit and credit entries associated with amounts due and payable by the Owner to the Association, shall be retained for a five year Retention Period. Account records of former Owners shall be maintained as provided in Section 3.5 of this policy.

3.4 Four Year Retention Period. Contracts with a term of one year or more shall be retained for a four year Retention Period, starting after the expiration of the contract term.

3.5 One Year Retention Period. The following Association Documents shall be retained for a one year Retention Period:

3.5.1 reserve studies, starting after the expiration of the period covered by the reserve study; and

3.5.2 account records of each former Owner, including records of debit and credit entries associated with amounts that were or remain due and payable by the former Owner to the Association, starting after the date of termination of such ownership.

3.6 Discretionary Retention. Any Association Document not described in Sections 3.1 through 3.5 may be retained for such duration as deemed appropriate in the discretion of the Board, or the Association's managing agent or attorney.

4.0 Expiration of Retention Period. Upon expiration of the Retention Period for each Association Document, the Association Document may be destroyed, discarded, deleted, purged or otherwise eliminated. Paper documents should be shredded or otherwise completely destroyed. Electronic files should be destroyed in such manner as to prevent subsequent reconstruction or manipulation.

5.0 Effective Date; Amendment.

5.1 Effective Date. This policy is effective upon the later to occur of (i) January 1, 2012, or (ii) filing in the Official Public Records of Real Property of Harris County, Texas, subject to amendment as hereafter provided.

5.2 Amendment. This policy may be amended from time to time and at any time by the Board. Any such amendment shall be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressed stated in the amendment.

6.0 Controlling Effect. This policy is adopted pursuant to and in accordance with the requirements of Section 209.005 of the Texas Property Code in lieu of any other provisions of the Association's governing documents regarding the express provisions set forth in this policy or which conflict with applicable Texas law. In all other respects, all provisions of the Association's governing documents shall continue in full force and effect.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Association hereby certifies that the foregoing Documents Retention Policy was duly adopted by unanimous written consent of the Board dated 12/30, 2011.

EXECUTED this 30th day of December, 2011.

**MEMORIAL PARK VILLAGE COMMUNITY
ASSOCIATION, INC.**, a Texas non-profit corporation

By: 
ADAM LOVELESS, Secretary

2011-12-30-0001

**RESOLUTIONS ADOPTED BY UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS OF
MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.**

The undersigned, as members of the Board of Directors of MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC., a Texas non-profit Corporation, being all of the present Directors of the corporation, individually and collectively consent hereby to take the following actions, to adopt the following resolutions, and to transact the following business of the corporation.

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012 to amend Section 209.005 and to add Sections 209.0059, 209.0062 and 209.0063 regarding documents retention, documents production and copying, owner right to vote, alternative payment plans and application of payments; and

WHEREAS, the Board of Directors (the "Board") of the Association desire to establish policies, rules and guidelines as permitted or required thereby, and in accordance with the above referenced provisions of the Texas Property Code, and with Section 204.010 of the Texas Property Code and the Association's governing documents.

NOW, THEREFORE, the Board hereby adopts the following policies of the Association and directs that all of the same be filed in the Official Public Records of Real Property of Harris County, Texas:

1. Assessment Collection Policy
2. Association Documents Inspection and Copying Policy
3. Association Documents Retention Policy

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the corporation.

This consent is executed pursuant to Section 6.201 of the Texas Business Organizations Code and the bylaws of this corporation which authorize the taking of action by the Board of Directors by unanimous written consent without a meeting, and which consent is not restricted by the articles of incorporation/certificate of formation of the corporation.

Dated: December 30, 2011.



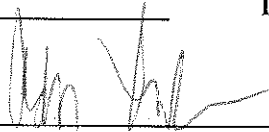
ROBERT CARMACK, Director

Date Signed: 12/30/11



KIM CHANSLOR, Director

Date Signed: 12/30/11



ADAM LOVELESS, Director

Date Signed: 12/30/11

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.

JAN 13 2012




COUNTY CLERK
HARRIS COUNTY, TEXAS