

CERTIFICATE OF CORPORATE RESOLUTIONS OF
BOARD OF DIRECTORS
MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.

Relating to the adoption of an **AMENDED AND RESTATED POLICY** governing:

- (i) the payment of water bills;
- (ii) the levy of unpaid water bill charges as Assessments;
- (iii) requiring the payment of a deposit for the furnishing of water;
- (iv) repair and replacement of water meters (and estimates of water use pending such repair and replacement); and
- (v) required leak inspections in the event of excessive water use.

The undersigned Secretary of **MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on April, 16, 2014, with at least a majority of the Board of Directors being present, the following resolutions were duly made and approved by the Board of Directors:

[Capitalized terms used herein have the same meaning as set forth in the Declaration]

WHEREAS, pursuant to that certain "Declaration of Condominium for Memorial Bend Place Condominium" recorded under Film Code No. 188188 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), and the Bylaws of the Association, the Association is responsible for administering the general common elements of the Piney Point Place Condominium (the "Property") and the restrictive covenants set forth therein; and

WHEREAS, the Association provides water service to each Condominium Unit in the Property, such water is individually sub-metered and/or allocated to the respective Condominium Unit Owners by, at, or under the direction of the Association, each Owner is charged for his/her/their/its portion of the usage of such water as so sub-metered and/or allocated, such water charge (whether invoiced directly by the Association or at or under the direction of the Association by third parties) is billed to the individual Owners separately from the Assessments, and if such water charges are not paid by the individual Owners, the Association advances and pays his/her/their/its portion of such water charge to the City of Houston (or other bulk water provider) by virtue of its payment of the Association's bulk water bill for the entire Property; and

WHEREAS, the Declaration and applicable law defines Assessments, without limitation, as "...any amounts due to the Association by the Owner or levied against the Unit by the Association..." which such Assessments are secured by the continuing lien in favor of the Association and enforceable as Assessments under the Declaration and applicable law; and

WHEREAS, pursuant to that certain "Certificate of Corporate Resolutions of (the) Board of Directors (of) MEMORIAL BEND PLACE OWNERS ASSOCIATION, Inc. (Relating to the payment of water bills, levy of unpaid water bill charges as Assessments, and requiring the payment of a deposit for the furnishing of water), filed for record on December 29,

RP 094-20-0273

2011, 2013, under County Clerk's File No. 20110544208 of the Real Property Records of Harris County, Texas, the Board of Directors adopted certain policy resolutions to collect and enforce the payment of unpaid water charges from Owners as to their sub-metered or allocated share of the water charge (the "Prior Water Bill Resolution" herein); and

WHEREAS, the Board of Directors of the Association has deemed it necessary to amend and restate the Prior Water Bill Resolution in its entirety and adopt certain amended and restated policy resolutions governing the collection and enforcement of the payment of unpaid water charges from Owners as to their sub-metered or allocated share of the water charges, including: (i) the payment of water bills; (ii) the levy of unpaid water bill charges as Assessments; (iii) requiring the payment of a deposit for the furnishing of water; (iv) repair and replacement of water meters (and estimates of water use pending such repair and replacement); and (v) required leak inspections in the event of excessive water use:

NOW THEREFORE, formal notice is hereby given to all existing Owners of Condominium Units at the Property and to all future Owners of Units at the Property that from and after the effective date set forth below, the following policies shall be in full force and effect:

AMENDED AND RESTATED POLICY
governing:

- (i) the payment of water bills;
- (ii) the levy of unpaid water bill charges as Assessments;
- (iii) requiring the payment of a deposit for the furnishing of water;
- (iv) repair and replacement of water meters (and estimates of water use pending such repair and replacement); and
- (v) required leak inspections in the event of excessive water use.

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1. The amount of any water charge billed to and unpaid by any Owner (whether billed by, at, or under the direction of the Association) for the portion of the water charges sub-metered or allocated to such Owner's Condominium Unit are amounts due to the Association by virtue of the Association's payment of the bulk water bill to the City of Houston (or other bulk water provider) and shall constitute Assessments levied against such Owner's Condominium Unit and secured by the continuing Lien in favor of the Association as created in the Declaration and applicable law.
 2. The amount of any water charge billed to any Owner by the Association (or by others acting by or under the direction of the Association) shall be deemed to constitute a levy of an Assessment against the Condominium Unit by the Association (irrespective of whether such charge is referenced as an Assessment) and secured by the continuing Lien in favor of the Association as created in the Declaration and applicable law. The collection and enforcement of the Association's lien for unpaid water charges shall be as follows:
 - (i) In the event an Owner is three (3) months or more delinquent in the payment of water charges, the Association shall instruct its managing agent to provide such Owner with a thirty (30) day written demand to

RP 094-20-0274

pay all outstanding water charges. All costs or expenses (including any costs charged to the Association by its managing agent in connection with the preparation and mailing of such notice) shall be levied against the Unit and Unit Owner and added to the account of the Owner.

- (ii) In the event that the Owner fails or refuses to pay the outstanding water charges upon the expiration of such thirty (30) day period, the Owner's account will be turned over to the Association's legal counsel to commence collection action as to such delinquent account; which shall include a demand for payment, and may include the filing of a Memorandum of Lien against the Owner's Unit, and/or the commencement of non-judicial foreclosure proceedings of the lien in favor of the Association against the Owner's Unit (the lien in favor of the Association being created and reserved in the Declaration and Section 82.113 of the Texas Property Code). All attorney fees and collection costs incurred shall be levied against the Unit and Unit Owner and added to the account of the Owner.

- 3. The Association, acting by and through its Board of Directors, shall have the right to require that Owners place and/or maintain a cash deposit with the Association to additionally secure the payment of water charges levied as Assessments against the Condominium Unit, generally in accordance with the following procedures:

- (a) As to existing Owners:

- (i) In the event that an Owner's account has been referred to the Association's counsel more than two (2) times, the Association shall require that the Owner pay a deposit to the Association as a condition to re-instating the Owner's account in good standing. A one (1) bedroom unit shall be assessed a deposit of \$50.00, and a two (2) bedroom unit shall be assessed a deposit of \$100.00.
- (ii) The deposit shall not accrue any interest and need not be maintained in a segregated account.
- (iii) The Board shall have the right, but not the obligation, to refund to the Owner all or portions of the deposit from time to time or at any time upon request of the Owner or upon unilateral action of the Board provided that there is no existing default in the payment of water charges at the time of such refund. Provided however, that in any event, any amount remaining on deposit shall be refunded to the Owner within sixty (60) days following such Owner's sale of the Condominium Unit provided that all water charges accrued during such Owner's period of ownership have been paid in full.

- (iv) In the event of default in the payment of any water charge, the Board shall have the right, but not the obligation, to utilize all or portions of the deposit to pay such outstanding water charges. If any of the deposit is so utilized, the Board may require that the deposit be replenished as a condition to reinstating the Owner's account status.

- (b) As to purchasers/Owner who acquire an ownership interest after the Effective Date hereof:

- (i) The Board shall have the right to require that all new purchasers acquiring record title to any Condominium Unit pay, at the time of such purchase, a deposit in an amount reasonably determined by the Board from time to time which shall be held by the Association as further security for the payment of water charges levied against the Condominium Unit during such Owner's period of ownership.
- (ii) The deposit shall not accrue any interest and need not be maintained in a segregated account.
- (iii) The amount of the deposit shall be uniform in amount for all purchasers who purchase during the time period for which a specific deposit amount has been set or designated by the Board.
- (iv) The Board shall have the right, but not the obligation, to refund to the Owner all or portions of the deposit from time to time or at any time upon request of the Owner or upon unilateral action of the Board provided that there is no existing default in the payment of water charges at the time of such refund. Provided however, that in any event, any amount remaining on deposit shall be refunded to the Owner within sixty (60) days following such Owner's sale of the Condominium Unit provided that all water charges accrued during such Owner's period of ownership have been paid in full.
- (v) In the event of a default in the payment of any water charge, the Board shall have the right, but not the obligation, to utilize all or portions of the deposit to pay the outstanding water charges. If any of the deposit is so utilized, the Board may require that the deposit be replenished as a condition to reinstating the Owner's account status.

- 4. In the event that a water meter reports or registers zero (-0-) water usage, the water meter shall be presumed to be malfunctioning and in need of repair and/or replacement. In such event, the water usage will automatically be

estimated and charged to the Owner based upon the square footage and average usage of the unit; and such estimated charges shall be charged to the Owner until such time that either (i) the water meter is inspected and if determined to be inaccurate and in need of repair or replacement, repaired or replaced (and in such event, after such repair or replacement, monthly charges shall resume based upon the actual usage); or (ii) the Owner furnishes the Association with evidence that the Condominium Unit is vacant and that the Owner's Unit has been inspected for any water leaks and no water leaks have been detected.

5. In the event that a water meter reports or registers an excessive amount of water use, the Owner shall be required to perform and provide a report to the Association that the Owner has had his/her/its Condominium unit inspected for any leaks and that there are no such leaks. Unless otherwise agreed to or waived in writing by the Association, the inspection and report must be performed and furnished by a licensed plumber. The Owner shall be required to obtain such inspection and provide such report to the Association within thirty (30) days of the Association's written request therefor. The cost of any such inspection and report shall be the obligation of the Owner of the Condominium Unit. Failure to perform such inspection and provide such report to the Association within such thirty (30) day period may result in the imposition of fine(s) against the Owner until such inspection and report is provided, unless such deadline is extended pursuant to the agreement of the Association. In the event that the inspection and report indicates any water leak(s), the water leak(s) must be repaired at the sole cost and expense of the Owner within ten (10) days after the date of such inspection and/or report and the Owner shall furnish evidence to the Association that such repairs have been performed. Failure to repair any such water leak(s) within such time frame may result in the imposition of fine(s) against the Owner until such time that the leak(s) are repaired.
6. The individual water meters serving each Condominium Unit are Common Elements, which shall be repaired and/or replaced by the Association as a common Expense. Provided however, that in the event that the need for repair or replacement is due to the negligence or willful misconduct of the Owner, an occupant of the Owner's Unit, or the Owner's or occupants family, guests, employees, contractors, agents or invitees, the cost of such repair or replacement shall be levied against the Owner of the Condominium Unit and Condominium Unit as a Individual Purpose Assessment pursuant to the Declaration.

The foregoing policy replaces the Prior Water Bill Resolution in its entirety.

The foregoing policy shall be effective for all purposes the later of (i) APRIL 16, 2014, or upon the filing of record of this policy in the Real Property Records of Harris County, Texas as a "dedicatory instrument" pursuant to the requirements of Section 202.006 of the Texas Property Code.

MEMORIAL BEND PLACE OWNERS
ASSOCIATION, a Texas non-profit corporation 10K

By: Lisa Korsten
(signature)

Lisa Korsten
(name printed)

Its: Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18th day of February, 2015, by Lisa Korsten, Secretary of Memorial Bend Place Owners Association, a Texas non-profit corporation, on behalf of such corporation.



[Signature]
Notary Public, State of Texas

Record and Return to:

Frank, Elmore, Lievens, Chesney & Turet, LLP
Attn: Richard C. Lievens
9225 Katy Freeway Suite 250
Houston, TX 77024

RP 094-20-0279

FILED FOR RECORD
8:00 AM

MAR 12 2015

Stan Stewart
County Clerk, Harris County, Texas

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

MAR 12 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS