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Notice

INSTRUMENT TO RECORD DEDICATORY INSTRUMENTS

This Instrument is being recorded by **Olde Oaks Community Improvement Association, Inc.**, a Texas nonprofit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

20120017259
01/13/2012 RP1 \$132.00

Section 202.006 of the Texas Property Code requires a property owners' association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded; and

Restrictive covenants and other matters concerning the Subdivision are set forth in Declaration previously recorded as follows:

- Olde Oaks Section 1 Film code No. 147-05-0431
 - Olde Oaks Section 2 Film code No. 111-91-1450
 - Olde Oaks Section 3 Film code No. 001-84-0990
 - Olde Oaks Section 4 Film code No. 001-84-0990
 - Olde Oaks Section 6 Film code No. 197-82-0346
 - Waterford Park Sections 1 and 2 Film code No. 512-39-1777
- 722

The Association is currently subject to the following dedicatory instruments which have not previously been recorded, to-wit:

Maintenance Assessment Delinquency Program
Deed Restriction Enforcement Program

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such dedicatory instruments, copies of which are attached hereto in the order set forth hereinabove.

Executed on the 5 day of December, 2011.

**Olde Oaks Community Improvement Association,
Inc.**, a Texas non-profit corporation

102

By: Vincent Perna
Vincent Perna, Secretary

FILED FOR RECORD
8:00 AM

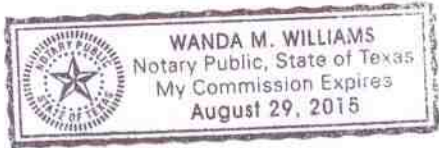
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JAN 13 2012

Stan Stewart
County Clerk, Harris County, Texas

THE STATE OF TEXAS '
 '
COUNTY OF HARRIS '

This instrument was acknowledged before me on 5, DECEMBER, 2011, by
VINCENT A. PERNA, as SECRETARY of Olde Oaks Community
Improvement Association, Inc., a Texas nonprofit corporation, on behalf of said entity.



Wanda M. Williams
Notary Public, State of Texas

WHEN RECORDED RETURN TO:

ACMI
12603 Louetta Rd., Ste. 101
Cypress, TX 77429-5136

RP 080-61-1138

RESOLUTION ADOPTING MAINTENANCE ASSESSMENT DELINQUENCY PROGRAM

The Maintenance Assessment Delinquency program was approved by the board of Directors of Olde Oaks Community Improvement Association, Inc on the 8th day of November, 2011.

- The Maintenance Assessment Delinquency Program is initiated following approval of an operating budget for the upcoming year by the Association Board of directors. The approved budget will determine the annual or monthly assessment required from each property. This process follows the process defined in the association Declaration of Covenants, Conditions and Restrictions (restrictions).
- The following procedures have been approved by the Board, and will be implemented by the management company under the direction of the Board. The intent of the program is to encourage owners to pay the assessment on time without having to proceed to legal collection. Therefore, several steps with associated notices are included in the program. One or more of these steps will be used in the collection process and implementation may vary depending on the balance due and circumstances for each account.

- **Payment Plan:** A payment plan is available for members who may not be able to make payment prior to the delinquency date. Details are provided in the association payment plan resolution and may be implemented through discussions with the management company.
- **Payment Options:** The management company offers several different options for payment of the assessment (check, bank issued check, credit card, etc.).
- **Annual Maintenance Assessment Statement:** The annual assessment invoice will be mailed to each property owner once the budget is approved. This invoice will include the current year assessment plus any balance that remains unpaid on the account. The invoice will provide owners with the opportunity to pay the assessment through multiple payments without a processing fee or other charge so long as the payments are made prior to the original assessment due date. A formal payment plan agreement is not required for the owner to implement this option.
- **Past Due Reminder:** The past due reminder is mailed to each property owner that has not paid their account balance in full prior to the due date established in the restrictions.
- **Delinquency Notice:** The delinquency notice will be mailed to each property owner that has not paid their account balance in full by the delinquency date established in the restrictions. This invoice will include the amount due shown in the original invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company.
- **Lien Assessment Notice:** The lien assessment invoice notifies the owner a lien will be assessed if payment is not made by the due date or a payment plan is not established. The notice will be sent via certified and regular mail. This invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company. A certified letter fee that includes the cost of postage and preparation for mailing will be added for the certified notice.
- **Lien Assessment:** A lien will be established if the account balance is not paid in full by the due date from the last prior notice or a payment plan entered into. The property owner will be notified that a lien is being established. The related invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company and the cost for establishing and recording the lien and releasing and recording the lien release.
- **Final Notice before Legal Action:** The final notice before legal action invoice will be mailed to owners via certified and regular mail. It provides notification that the account balance must be paid in full with 30 days or the account will be sent to an attorney. . The notice will be sent via certified and regular mail. This invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company. A certified letter fee that includes the cost of postage and preparation for mailing will be added for the certified notice.

- **Transfer to Attorney:** An account will be transferred to the Association attorney with board approval, after a waiting period of 30 days for payment or implementation of a payment plan by the owner. All costs related to legal action will be for the account of the property owner.
- **Interest:** Interest will be added to the account balance each month utilizing the interest rate established in the restrictions.
- **Late Fee:** An administrative late fee is invoiced to the account each month for which the balance due exceeds \$25.00.
- **Lien Release:** The lien will be released by association when payment in full is received from the property owner. A copy of the recorded lien form will be mailed to the property owner following receipt from the County Clerk.
- **Account balance:** can include the current assessment, prior year assessments, interest, collection fees, fines, legal fees or other similar charges made to the account.

CERTIFICATION

"I, the undersigned, being the Secretary of the Olde Oaks Community Improvement Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Olde Oaks Community Improvement Association, Inc. Board of Directors."

By: Vincent Perna
Vincent Perna, Secretary

Date: 12/5/11

RR 000-61-140

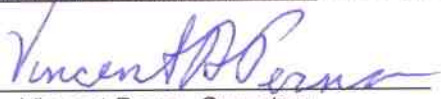
RESOLUTION ADOPTING A DEED RESTRICTION ENFORCEMENT PROGRAM

The following Deed Restriction Enforcement Program was approved by the board of Directors of Olde Oaks Community Improvement Association, Inc on the 8th day of November, 2011.

- The following procedures have been approved by the Board, and will be implemented by the management company under the direction of the Board. The intent of the program is to encourage owners to properly maintain their property to the general betterment of the community. Guidelines for the program will be derived from the Association restrictions and related resolutions.
- **The association management company will conduct a monthly Deed Restriction survey for properties in the subdivision to identify deed exceptions.** Documentation of exceptions and all follow-up activity will be entered into the Subdivision database and reported to the board in a monthly report. Digital photographs will be taken of more significant violations.
- **The management company will implement one or all of the following steps following the monthly survey.**
 - **Minor Infraction:** Reminder notice sent to owners where a minor violation was noted. No follow-up will be taken for these issues unless they recur.
 - **First Notice:** Sent to owner as soon as practical following initial recognition of a significant violation or when a minor violation continues over several survey periods.
 - **Second Notice:** Letter sent to owner if a violation that has received a first notice in the prior month has not been resolved in the current inspection.
 - **Delinquency Notice (Certified Mail):** Letter sent to owner if a violation has not been cleared within the notice period required in prior notices. This notice is sent via certified mail followed by regular mail in 5-7 days. The letter is constructed to establish a basis for legal action should Board decide to turn the case over to the Attorney. The owner is assessed a Delinquency fee and certified letter fee in conjunction with this notice.
 - **Legal Action:** May be authorized by board if property owner does not resolve the outstanding issue within the 30 day delinquency notice period. All related legal fees will be assessed to the property owner.
 - **Force Mow (Certified Mail):** If the violation is lawn maintenance the Board may chose to place the property on the mow list and have the landscape contractor maintain the property. Costs for the mowing will be added to the owners account.
 - **Lien:** If the infraction is significant Board may chose to execute a lien against the property in conjunction with other actions.

CERTIFICATION

"I, the undersigned, being the Secretary of the Olde Oaks Community Improvement Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Olde Oaks Community Improvement Association, Inc. Board of Directors."

By: 
Vincent Perna, Secretary

Date: 12/5/11

NOTICE OF DEDICATORY INSTRUMENTS
for
OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Managing Agent for Olde Oaks Community Improvement Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - (a) Olde Oaks, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 224, Page 125 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - (b) Olde Oaks, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 244, Page 15 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - (c) Olde Oaks, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 301, Page 119 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - (d) Olde Oaks, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 301, Page 129 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - (e) Waterford Park, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 400, Page 128 of the Map Records of Harris County, Texas being a partial replat of Olde Oaks, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 308, Page 101 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - (f) Waterford Park, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 385, Page 95 of the Map Records of Harris County, Texas being a partial replat of Olde Oaks, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 308, Page 101 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - (g) Olde Oaks, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 302, Page

11 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:

a. Documents:

- (1) Restrictions.
- (2) Protective Covenants Establishing Architectural Control.
- (3) Restrictions Olde Oaks, Section Two.
- (4) Olde Oaks, Sections 3 and 4 Restrictions.
- (5) Olde Oaks, Sections 3 and 4 Amendment to Restrictions.
- (6) Amendment to Restrictions Olde Oaks, Sections 3 and 4.
- (7) Olde Oaks, Section 6 Restrictions.
- (8) Olde Oaks, Section 6 Amendment to Restrictions.
- (9) Declaration of Covenants and Restrictions for Waterford Park.

b. Recording Information:

- (1) Harris County Clerk's File No. E861034.
- (2) Harris County Clerk's File No. H143882.
- (3) Harris County Clerk's File No. F841824.
- (4) Harris County Clerk's File No. H237475.
- (5) Harris County Clerk's File No. H376446.
- (6) Harris County Clerk's File No. J675267.
- (7) Harris County Clerk's File No. H170579.
- (8) Harris County Clerk's File No. H376445.
- (9) Harris County Clerk's File No. S381693.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Harris County, Texas:

a. Document:

- (1) Notice of Filing of Restrictive Covenants, Bylaws, Articles of Incorporation and Association Documents for Olde Oaks, Sections One, Two, Three, Four and Six and Waterford Park, Sections One and Two.
- (2) Architectural Standards and Guidelines for Structures and Improvements in Olde Oaks, Sections One, Two, Three, Four and Six and Waterford Park, Sections One and Two.
- (3) First Amendment to the Architectural Standards and Guidelines for Structures and Improvements in Olde Oaks, Sections One, Two, Three, Four and Six and Waterford Park, Sections One and Two.

b. Recording Information:

- (1) Harris County Clerk's File No. U220745.
- (2) Harris County Clerk's File No. U220746.

(3) Harris County Clerk's File No. V909061.

4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraph 3 above, the following documents are Dedictory Instruments governing the Association:
- a. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Olde Oaks Community Improvement Association, Inc.
 - b. Payment Plan Policy for Olde Oaks Community Improvement Association, Inc.
 - c. Records Retention Policy for Olde Oaks Community Improvement Association, Inc.
 - d. Open Records Policy for Olde Oaks Community Improvement Association, Inc.

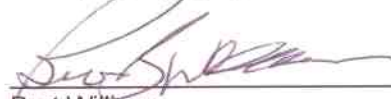
True and correct copies of such Dedictory Instruments are attached to this Notice.

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

Executed on this 5th day of DECEMBER, 2011.

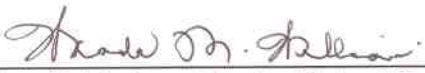
OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

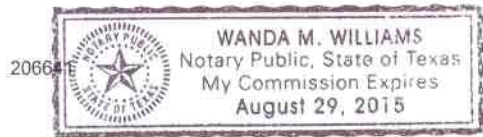
By: ACMI, Managing Agent


Bert Williams

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 5th day of DECEMBER 2011 personally appeared Bert Williams of ACMI, Managing Agent for Olde Oaks Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



2066-61-1144

**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,
FLAGS, AND RELIGIOUS ITEMS**
for
OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Vincent Perna, Secretary of Olde Oaks Community Improvement Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9th day of November, 2011, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was duly approved by a majority vote of the members of the Board in attendance:

RECITALS:

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.

2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.

3. The Board of Directors of the Association acting as the Association's Architectural Control Committee under the Declaration (as defined below) desires to adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

GUIDELINES:

Section 1. Definitions. Capitalized terms used in these Guidelines have the following meanings:

- 1.1. **ACC** - The Architectural Control Committee for Olde Oaks Community Improvement Association, Inc.
- 1.2. **Declaration** – shall mean the following:
 - Restrictions recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. E861034;
 - Protective Covenants Establishing Architectural Control recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H143882;

- Restrictions Olde Oaks, Section Two recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. F841824;
 - Olde Oaks, Sections 3 and 4 Restrictions recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H237475;
 - Olde Oaks, Sections 3 and 4 Amendment to Restrictions recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H376446;
 - Amendment to Restrictions Olde Oaks, Sections 3 and 4 recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. J675267;
 - Olde Oaks, Section 6 Restrictions recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H170579;
 - Olde Oaks, Section 6 Amendment to Restrictions recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H376445;
 - Declaration of Covenants and Restrictions for Waterford Park recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. S381693;
 - Any subsequent amendments and supplements.
- 1.3. **Dedictory Instrument (or dedictory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Olde Oaks, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.4. **Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Olde Oaks Community Improvement Association, Inc.
- 1.5. **Olde Oaks** – shall mean the following:
- Olde Oaks, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 224, Page 125 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - Olde Oaks, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 244, Page 15 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - Olde Oaks, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 301, Page 119 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - Olde Oaks, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 301, Page 129 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

- Waterford Park, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 400, Page 128 of the Map Records of Harris County, Texas being a partial replat of Olde Oaks, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 308, Page 101 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- Waterford Park, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 385, Page 95 of the Map Records of Harris County, Texas being a partial replat of Olde Oaks, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 308, Page 101 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- Olde Oaks, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 302, Page 11 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Section 2. Rain Barrels and Rain Harvesting Systems. Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing rain barrels or a rain harvesting system on the property Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners.

The following Guidelines shall be applicable to rain barrels and rain harvesting systems in Olde Oaks:

- 2.1. **ACC Approval.** In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Guidelines, Owners must apply to the ACC for prior approval. The Association may require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these Guidelines.
- 2.2. **Location.** A rain barrel or rain harvesting system is not permitted on a Lot between the front of the residential dwelling on the Lot and an adjacent street.
- 2.3. **Color and Display.** A rain barrel or rain harvesting system is not permitted:
 - a. unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the residential dwelling on the Owner's Lot; or
 - b. if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- 2.4. **Regulations if Visible.** If a rain barrel or rain harvesting system is located on the side of the residential dwelling on the Lot or at any other location on the Lot that is

visible from a street, another Lot, or a common area, the rain barrel or rain harvesting system must comply with the following regulations:

- a. Rain Barrel:
 - (i) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
 - (ii) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
 - (iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.
 - (iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.
 - (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling, if any. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.

- b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.

Provided that, the regulations in this Section 2.4 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

Section 3. Solar Energy Devices. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. Section 10.08 of the "Architectural Standards and Guidelines for Structures and Improvements in Olde Oaks, Sections One, Two, Three, Four and Six and Waterford Park, Sections One and Two" filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. U220746 ("Architectural Guidelines") is hereby deleted in its entirety. As to Lots in Waterford Park, Section

One (1) and Waterford Park, Two (2), Article VII, Section 7.11 of the Declaration as to "solar collectors" is superseded by this Section 3.

The following Guidelines shall be applicable to solar energy devices in Olde Oaks:

- 3.1. **ACC Approval.** The installation of a solar energy device requires the prior written approval of the ACC. Provided that, the ACC may not withhold approval if these Guidelines are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.
- 3.2. **Location.** A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.
- 3.3. **Devices Mounted on a Roof.** A solar energy device mounted on the roof of the residential dwelling or other permitted structure on a Lot:
 - a. shall not extend higher than or beyond the roofline;
 - b. shall conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - c. shall have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
 - d. shall be located on the roof as designated by the ACC unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory.
- 3.4. **Visibility.** A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio.
- 3.5. **Warranties.** A solar energy device shall not be installed on a Lot in a manner that voids material warranties.
- 3.6. **Limitations.** A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

Section 4. Storm and Energy Efficient Shingles. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that:

- a. are designed to:
 - (i) be wind and hail resistant;

- (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
- (iii) provide solar generation capabilities; and

- b. when installed:
 - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (ii) are more durable than and are of equal or superior quality to the shingles described below; and
 - (iii) match the aesthetics of the property surrounding the Owner's property.

4.1. ACC Approval. In order to confirm the proposed shingles conform to the foregoing Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove shingles that do not comply with these Guidelines.

4.2. Regulations. Sections 10.01 and 10.02 of the Architectural Guidelines require roofing materials to be as follows:

The roof of the dwelling, garage and breezeway must be covered with external roofing material which shall be (i) asphalt or composition roofing in earth tones [sic] colors, not less than 240 lb. per square foot or heavier weight, (ii) crushed marble, slag or pea gravel set in a built up style roof or roof surface not visible from the fronting street, (iii) concrete or clay tile, or (iv) slate, cooper fiberglass, sheet metal, or aluminum shingles. The type of roofing material shall be asphalt or composition roofing shingles of a grade having a minimum life of twenty-five (25) years.

All external roofing material must be in earth tone colors. The color of roofing material to be used must be approved in writing by the Architectural Control Committee prior to the installing of the roofing materials. The Architectural Control Committee shall have the right to establish, from time to time, specific requirements for color of roofing materials that may be utilized for any dwelling or garage.

As to Lots in Waterford Park, Section One (1) and Waterford Park, Section Two (2), Article VIII, Section 8.6 of the Waterford Park Declaration requires roofing materials to be as follows:

Unless otherwise approved by the Committee, roofs, of all residences shall be constructed so that the exposed material is asphalt or composition type shingles have a 25 year manufacturers warranty with a woodbine color.

Accordingly, when installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Olde Oaks as set forth above. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

Section 5. Flags. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the

RP 000-61-1150

State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

The following Guidelines shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

- 5.1. **ACC Approval.** Flagpoles, stands and/or footings and illumination under Section 5.6 must be approved by the ACC. The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.
- 5.2. **Flag of the United States.** The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.
- 5.3. **Flag of the State of Texas.** The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.
- 5.4. **Flagpoles.**
 - a. Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a Lot, which may not exceed five inches (5") in diameter, without the approval of the ACC.
 - b. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
 - c. A flagpole attached to the residential dwelling or garage shall not exceed six (6) feet in length.
 - d. A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the Lot on which it is located.
 - e. A flagpole shall not be located in an easement or encroach into an easement.
 - f. A freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration. Provided a freestanding flagpole may be located up to ten feet (10') in front of the front building setback line for a Lot, if any above-ground stands and/or footings are approved in accordance with Section 5.1.
 - g. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
 - h. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.

- i. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- j. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ACC may require the installation of landscaping to screen the stand and/or footing from view.

5.5. Flags.

- a. Only the three (3) types of flags addressed in this Section shall be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in architectural guidelines adopted by the Association or as otherwise permitted by the Association.
- b. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the residential dwelling or garage shall be three (3) feet by five (5) feet.
- d. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- e. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- f. A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the residential dwelling or other structure on a Lot or a fence, or be displayed in a window of the residential dwelling or other structure on a Lot.

5.6. Illumination. Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts, unless otherwise approved by the ACC. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.

5.7. Noise. An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

Section 6. Religious Items. Section 202.018 of the Texas Property Code provides that a property owners' association may 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, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument.

The following Guidelines shall be applicable to the display of religious items in Olde Oaks:

- 6.1. **ACC Approval.** Any new alteration to or addition to the entry door or door frame must first be approved by the ACC.
- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residential dwelling. A religious item shall not extend past the outer edge of the door frame.
- 6.3. **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- 6.4. **Content.** A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. **Limitation.** A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. **Color of Entry Door and Door Frame.** Sections 11.02 and 11.04 of the Architectural Guidelines state:

The color of paint used for the exterior of the dwelling and garage (including the wood siding, stucco and trim) shall generally stay within the earth tone family (i.e., brown, tan, beige or gray) and primary colors such as reds, blues, yellows or greens are not generally acceptable. Soft and muted earth tone pastel colors and white are acceptable. Iridescent colors or tones considered to be brilliant are not permissible. For the purposes of this paragraph, "brilliant" is construed to mean a color that is not in harmony with the paint colors of the dwellings throughout the Subdivision. A predominant exterior color and an exterior trim color may be approved. The A.C.C. application must delineate the location(s) of the predominant and trim paint color proposed to be used. The variety and number of different exterior colors on each house shall be held to a maximum of three, not inclusive of the brick or front door color.

All doors must be properly stained or painted, and thereafter properly maintained. The front door may be stained, may be a natural wood color or may be painted the same color as the house trim, unless otherwise approved, in writing, by the Architectural Control Committee.

An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's residential dwelling or change the color of an entry door or door frame that is not authorized by the ACC.

- 6.7. **Other.** Notwithstanding the above provisions: (i) the ACC shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays.

In the event any provision in these Guidelines conflicts or is inconsistent with a provision in the Declaration and Architectural Guidelines, the provision in these Guidelines shall control.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 5 day of December, 2011.

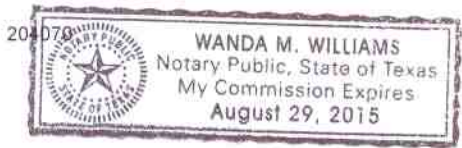
OLDE OAKS COMMUNITY IMPROVEMENT
ASSOCIATION, INC.

By: Vincent Perna
Vincent Perna, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 5th day of DECEMBER, 2011 personally appeared Vincent Perna, Secretary of Olde Oaks Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Wanda M. Williams
Notary Public in and for the State of Texas



RP 080-61-1154

PAYMENT PLAN POLICY
for
OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Vincent Perna, Secretary of Olde Oaks Community Improvement Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9th day of November, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The new law relating to alternative payment schedules (i.e., payment plans) becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a maximum of three (3) months, with the payments being equal payments of one-third (1/3rd) of the original delinquency.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$20.00 for the preparation of a Payment Plan Agreement and \$5.00 for receiving, documenting and processing each payment. During the term of the payment plan, interest at the rate provided in the Declaration or by law shall continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 5 day of December, 2011.

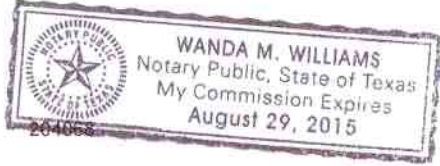
OLDE OAKS COMMUNITY IMPROVEMENT
ASSOCIATION, INC.

By: Vincent Perna
Vincent Perna, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 5th day of DECEMBER 2011 personally appeared Vincent Perna, Secretary of Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Wanda M. Williams
Notary Public in and for the State of Texas



RP 080-61-1157

RECORDS RETENTION POLICY
for
OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Vincent Perna, Secretary of Olde Oaks Community Improvement Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9th day of November, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The new law becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

This policy governs the archiving and destruction management of all documents originated by the Olde Oaks Community Improvement Association, Inc. ("Association") and documents not originated by the Association but which should be protected because they are important to the operation of the Association.

All Association documents, either paper or in an electronic form, will have assigned retention times and will be destroyed at the end of the retention period or as soon after as practically possible. Documents may be archived offsite in a secure facility, but must be accessible as provided in the "Open Records Policy for Olde Oaks Community Improvement Association, Inc." Draft documents and copies of original documents will be destroyed at the end of their useful life, which shall be no longer than the retention schedule for the original document. Any revision of a document must be noted and the retention period will restart at the revision date. The retention schedule is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Destruction of paper documents will be by shredding, bagging, and standard trash pickup. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

The Secretary of the Association is the primary officer responsible for oversight of this policy.

This policy is intended to comply with the legal requirements of the state of Texas and the United States Government.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 5 day of December, 2011.

OLDE OAKS COMMUNITY IMPROVEMENT
ASSOCIATION, INC.

By: Vincent Perna
Vincent Perna, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 5th day of DECEMBER 2011 personally appeared Vincent Perna, Secretary of Olde Oaks Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Wanda M. Williams
Notary Public in and for the State of Texas

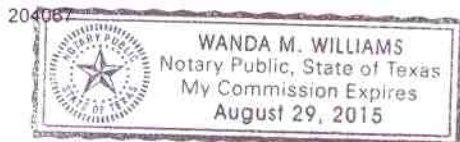


Exhibit "A"

Records Retention Schedule

I. Corporate "Legal" Documents and Records

The following records are to be retained permanently:

Articles of Incorporation (now known as Certificate of Formation)
By-Laws
Restrictive Covenants
Amendments to the Articles of Incorporation (now known as Certificate of Formation)
Amendments to the By-Laws
Amendments to the Restrictive Covenants
Deeds for Association Property
Annexation Records
Plats
Management Certificates
Approved Minutes of Board Meetings
Approved Minutes and Records of ACC Meetings
Approved Minutes of Committee Meetings
Approved Minutes of Annual and Special Meetings of Members
Year End Audits/Tax Returns

II. Corporate Financial Records

The following Financial Records and Reports shall be kept for seven (7) years:

Check Register
Trial Balance
Prepaid/Accounts Receivable
Income Statements
Detailed General Ledger
Accounts Payable
Bank Statements/Bank Reconciliations/Cancelled Checks
Approved Annual Budget
Annual Assessment Roll and sample of a typical assessment statement

Other Corporate Records (in alphabetical order):

Bank Account Information: Information related to bank accounts, CDs, or other investments information for each account shall be retained as long as the accounts are open and for seven (7) years after the account is closed. Signature cards shall be kept for seven (7) years following the date that the card is updated or replaced.

Bids/Proposals: Information related to solicitations for bids or proposals shall be retained for three (3) years after the origination date or for as long as the information is deemed useful.

Board Files/Packages from board meetings: Minutes of meetings shall be permanently retained; other documents included in the Board package shall be retained for three (3) years.

Budget Support files: Financial reports associated with the development of the annual budget shall be kept for three (3) years after the year for which they were prepared.

Committee Files (agendas, meeting notes, etc.): Minutes of committee meetings shall be permanently retained. Other documents need only be retained for three (3) years or as long as deemed useful to the committee with respect to an on-going project.

Contracts: Four (4) years after the date the contract is terminated. If a warranty is expressly provided in the contract, the contract shall be retained for a period of five (5) years after the date the warranty expires.

Correspondence: General correspondence, not in relation to particular property or property owner shall be retained for five (5) years after the origination date or for as long as the information is deemed useful, whichever is longer.

Insurance Claims (Settled): Settled insurance claims shall be retained for five (5) years after the date the claim is settled.

Insurance Policies (Expired): Expired insurance policies shall be retained for five (5) years after the date the policy terminates.

Legal Opinions: Opinions rendered by the Association's attorney shall be retained permanently.

Legal Status Reports: Routine monthly or quarterly status reports from the Association's attorney shall be retained for three (3) years.

Litigation Files (Settled): Settled litigation files shall be retained for five (5) years after the date the matter is finally concluded; however, if the suit is in regard to a deed restriction suit in which a permanent injunction was obtained, the judgment shall be retained as long as it is in effect (which will usually be as long as the owner who was sued owns or occupies the property).

Member Meeting (Annual and Special): Minutes of annual and special meetings of the members and minutes of meetings of the Board of Directors shall be permanently retained. Documents relating to a meeting (the notice of meeting, ballots, proxies, etc.) shall be retained for seven (7) years. Handouts provided for informational purposes need only be retained as long as the information is deemed useful.

Newsletter/Directories/Inserts/Website Information or other electronic publications of the Association: One (1) copy of each newsletter, directory, etc., shall be permanently retained. Other copies of a newsletter, etc. need not be retained for any length of time.

Personnel Records (if any): Personnel files, if any, (including wage rates, job description, etc.) shall be permanently retained and payroll records on a particular employee shall be retained for five (5) years after the date of termination.

Procedures/Policies/Resolutions of the Board: Procedures, policies, and resolutions of the Board shall be retained for as long as they are in effect. If a procedure, policy, or resolution of

the Board is changed, a copy of the original procedure shall be retained for five (5) years beyond the date that the procedure was adopted or the date the procedure was changed, whichever is longer.

Reserve Studies: A copy of the Association's Reserve Study shall be retained for the period of time covered by the study plus three (3) years.

Special Projects: Records relating to a special project shall be retained for the duration of the special project, plus three (3) years (except to the extent that documents relating to a special project may be addressed under a different category such as contracts).

Work Orders/Facility Inspection Reports/ Building Repair Information: Records relating to work orders, etc. shall be retained for a period of three (3) years beyond the date of completion of the work, inspection, etc.

III. Records Relating to Individual Members or Member Properties

Accounts receivable activity for member accounts: Records relating to accounts receivable activity for member accounts shall be retained for five (5) years after the account is paid.

Applications for Improvements and New Construction Files (Plans): Applications and plans related to improvements to members' properties shall be retained for five (5) years from the date of completion of the proposed improvement. Record that a particular improvement has been approved by the Association should be retained permanently.

Correspondence: Correspondence to, from, or relating to a member account involving a deed restriction violation or accounts receivable activity shall be retained for five (5) years. Correspondence to, from, or relating to a member account not involving a deed restriction violation or accounts receivable activity shall be retained for three (3) years past the origination date or as long as it is deemed useful to the Association. For example, title, ownership, or closing information (three (3) years after an ownership change), or a letter from homeowner requesting information on the MUD ditch that abuts the property (three (3) years from date of letter.)

Deed Restriction Activity for Member Properties: Records relating to deed restriction violation activity for members shall be retained for five (5) years after the violation is corrected. If the violation resulted in a suit, any judgment obtained should be retained as long as it is in effect.

IV. Other Miscellaneous Records

Any Other Records Not Specified Elsewhere: Other documents need only be retained for three (3) years after the origination date of the document or as long as it is deemed useful to the Association.

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OPEN RECORDS POLICY
for
OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Vincent Perna, Secretary of Olde Oaks Community Improvement Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 9th day of November, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The new law relating to open records becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
 - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. describe with sufficient detail the books and records of the Association that are requested; and
 - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page

* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. **Books and Records Not Required to be Produced.**

- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
 - a. identify the history of violations of dedicatory instruments of an individual Owner;
 - b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;

- c. disclose an Owner's contact information, other than the Owner's address; or
 - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.
- 11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.
12. **Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 5 day of December, 2011.

OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: Vincent Perna
Vincent Perna, Secretary

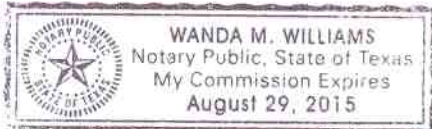
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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.

BEFORE ME, the undersigned notary public, on this 5th day of DECEMBER 2011 personally appeared Vincent Perna, Secretary of Olde Oaks Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Wanda M. Williams
Notary Public in and for the State of Texas

204069



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.



Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS