

NOTICE OF DEDICATORY INSTRUMENTS

- ARTICLES OF INCORPORATION
 - BY-LAWS
 - GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS, SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES, FLAGS, AND RELIGIOUS ITEMS
 - PAYMENT PLAN POLICY
 - OPEN RECORDS POLICY
 - RECORDS RETENTION POLICY
- FILE DATE: 12/31/2011
DOCUMENT ID.: 20110521029

NOTICE OF DEDICATORY INSTRUMENTS
FOR
ELM GROVE VILLAGE COMMUNITY ASSOCIATION

20110521029
12/13/2011 RPI \$188.00

THE STATE OF TEXAS §
COUNTY OF HARRIS §

The undersigned, being the Authorized representative of Elm Grove Village Community Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:

Elm Grove Village, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 13, of the Map Records of Harris County, Texas;

Elm Grove Village, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 286, Page 139, of the Map Records of Harris County, Texas;

Elm Grove Village, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 309, Page 56, of the Map Records of Harris County, Texas;

5.300 acres of land out of Unrestricted Reserve "B", Elm Grove Village, Section One (1), said 5.300 acres of land being more particularly described by metes and bounds in the Annexation document identified below;

6.080 acres of land out of Unrestricted Reserve "B", Elm Grove Village, Section One (1), said 6.080 acres of land being more particularly described by metes and bounds in the Annexation document identified below; and

Unrestricted Reserve "C" of Elm Grove Village, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 239, Page 33, of the Map Records of Harris County, Texas.

2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Property, and the recording information for such document(s) are as follows:

- a. Documents:
- i. Declaration of Covenants, Conditions and Restrictions;
 - ii. Elm Grove Village, Section One (1) Protective Covenants;
 - iii. Elm Grove Village, Section Two (2) Protective Covenants;
 - iv. Elm Grove Village, Section Three (3) Protective Covenants;
 - v. Annexation, a portion of Elm Grove Village, Section One (1);
 - vi. Annexation, Unrestricted Reserve "B";
 - vii. Annexation Document, a portion of Elm Grove Village, Section Two (2);

- viii. Annexation, Unrestricted Reserve "B";
- ix. Annexation, a portion of Elm Grove Village, Section Two (2);
- x. Annexation, Unrestricted Reserve "C";
- xi. Annexation, a portion of Elm Grove Village, Section Three (3);
- xii. Annexation, a portion of Elm Grove Village, Section Three (3);
- xiii. Annexation, a portion of Elm Grove Village, Section Three (3);
- xiv. Annexation, a portion of Elm Grove Village, Section Three (3);
- xv. Annexation, a portion of Elm Grove Village, Section Three (3);
- xvi. Annexation, a portion of Elm Grove Village, Section Three (3);
- xvii. Annexation, a portion of Elm Grove Village, Section Three (3); and
- xviii. Annexation, a portion of Elm Grove Village, Section Three (3).

b. Recording Information:

- i. Harris County Clerk's File No. F211306;
- ii. Harris County Clerk's File No. F216517;
- iii. Harris County Clerk's File No. G987640;
- iv. Harris County Clerk's File No. J403550;
- v. Harris County Clerk's File No. F454711;
- vi. Harris County Clerk's File No. G092167;
- vii. Harris County Clerk's File No. G987641;
- viii. Harris County Clerk's File No. H358154;
- ix. Harris County Clerk's File No. H436319;
- x. Harris County Clerk's File No. H596104;
- xi. Harris County Clerk's File No. J412411;
- xii. Harris County Clerk's File No. K025972;
- xiii. Harris County Clerk's File No. K195604;
- xiv. Harris County Clerk's File No. K970121;
- xv. Harris County Clerk's File No. L015878;
- xvi. Harris County Clerk's File No. L127596;
- xvii. Harris County Clerk's File No. L937132; and
- xviii. Harris County Clerk's File No. L974003, respectively.

Stan Stewart
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

2011 DEC 13 PM 3:22

FILED

3. Other Previously Recorded 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:

- i. Architectural Guidelines for Elm Grove Village, Sections One, Two, and Three; and
- ii. Guidelines for Understanding the Protective Covenants of Elm Grove Village, Sections One, Two, and Three.

b. Recording Information:

- i. Harris County Clerk's File No. S105242;
- ii. Harris County Clerk's File No. T786877.

4. Dedictory Instruments: In addition to the Restrictive Covenants identified in paragraph 2 above, and the other previously recorded Dedictory Instruments identified in paragraph 3, above, the following documents are Dedictory Instruments governing the Association:

- a. Articles of Incorporation of Elm Grove Village Community Association;
- b. Bylaws of Elm Grove Village Community Association;
- c. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Elm Grove Village Community Association;
- d. Payment Plan Policy for Elm Grove Village Community Association;
- e. Open Records Policy for Elm Grove Village Community Association; and
- f. Records Retention Policy for Elm Grove Village Community Association.

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 Dedictory Instruments attached to this Notice are either the originals or true and correct copies of the originals.

Executed on this 12th day of December, 2011.

ELM GROVE VILLAGE COMMUNITY ASSOCIATION *JK*

By: *Rick S. Butler*
Rick S. Butler, authorized representative

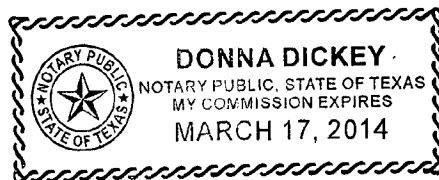
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Elm Grove Village Community Association, 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12th day of December, 2011, to certify which witness my hand and official seal.

Donna Dickey
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
BUTLER | HAILEY
8901 Gaylord Drive, Suite 100
Houston, Texas 77024
208062



FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION
OF
ELM GROVE VILLAGE COMMUNITY ASSOCIATION

MAY 16 1977

Mitchell, Jr.

In compliance with the requirements of the Texas Non-profit Corporation Act, the undersigned, all of whom are citizens of the State of Texas, and all of whom are at least twenty-one (21) years of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Elm Grove Village Community Association, hereinafter referred to as "Association".

ARTICLE II

The initial registered office of the Association is located at 2400 Trailwood Village Square, Humble, Texas 77339.

ARTICLE III

G. B. Mitchell, Jr., whose address is 2400 Trailwood Village Square, Humble, Texas, 77339, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The corporation is a non-profit corporation and does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for community, civic and social welfare and to promote and/or to provide municipal services and educational and recreational services and facilities within Elm Grove Village, a subdivision as defined in that certain instrument called, "Declaration of Covenants, Conditions and Restrictions" to be filed in the office of the County Clerk of Harris or Montgomery County, Texas, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and to be recorded in the office of the County Clerk of Harris or Montgomery County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot, parcel, apartment or tract of commercial land (as defined in the Declaration) which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, parcel, apartment or tract of commercial land which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot, parcel or tract of commercial land owned and two-thirds (2/3) vote for each apartment owned. When more than one person holds an interest in any lot, parcel, apartment or tract of commercial land, all such persons shall be members. The vote of such lot, parcel, apartment or tract of commercial land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one (1) lot, parcel or tract of commercial land or two-thirds (2/3) vote with respect to any apartment.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot, parcel, apartment or tract of commercial land owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1989.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

1. John Bruton, Jr., P. O. Drawer 809, Humble, Texas 77338
2. J. C. Byrd, P. O. Drawer 809, Humble, Texas 77338
3. G. J. Brown, P. O. Drawer 809, Humble, Texas 77338
4. C. A. Monaghan, P. O. Drawer 809, Humble, Texas 77338
5. C. G. Kilson, P. O. Drawer 809, Humble, Texas 77338
6. H. H. Scott, P. O. Drawer 809, Humble, Texas 77338
7. R. L. Galatas, P. O. Drawer 809, Humble, Texas 77338
8. G. B. Mitchell, Jr., P. O. Drawer 809, Humble, Texas 77338
9. Georgia W. Troxell, P. O. Drawer 809, Humble, Texas 77338

At the first annual meeting, the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years and three (3) directors for a term of three years; and at each annual meeting thereafter, the members shall elect three (3) directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall not be transferred to or received by any individual, but shall, pursuant to a lawful plan of distribution, be dedicated to an appropriate public agency to be used for purposes similar to those for

which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

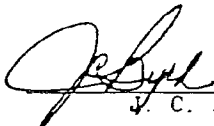
ARTICLE XI

INCORPORATORS

The names and addresses of the three (3) incorporators are:


1. J. C. Byrd, P. O. Drawer 809, Humble, Texas 77338.
2. G. B. Mitchell, Jr., P. O. Drawer 809, Humble, Texas 77338.
3. John Bruton, Jr., P. O. Drawer 809, Humble, Texas 77338.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11th day of April, 1977.


J. C. BYRD

O K lee
FORM
O K
TRAYS BR
O A
ENTR BR


G. B. MITCHELL, JR.


JOHN BRUTON, JR.

STATE OF TEXAS |

COUNTY OF HARRIS |

I, CoraLee Casey, a Notary Public, do hereby certify that on this 11th day of April, 1977, personally appeared before me, J. C. BYRD, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

CoraLee Casey
Notary Public in and for
Harris County, Texas
CORALEE CASEY
Notary Public in and for Harris County, Texas
My Commission Expires 6-1-77

STATE OF TEXAS |

COUNTY OF HARRIS |

I, Lou Ann Dunn, a Notary Public, do hereby certify that on this 17th day of April, 1977, personally appeared before me, G. B. MITCHELL, JR., who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

Lou Ann Dunn
Notary Public in and for
Harris County, Texas
LOU ANN DUNN
Notary Public in and for Harris County, Texas
My Commission Expires 6-1-77

STATE OF TEXAS |

COUNTY OF HARRIS |

I, Joseph E. Bettis, a Notary Public, do hereby certify that on this 11th day of April, 1977, personally appeared before me, JOHN BRITON, JR., who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

Joseph E. Bettis
Notary Public in and for
Harris County, Texas
JOSEPH E. BETTIS
Notary Public in and for Harris County, Texas
My Commission Expires 1-16-78

BY-LAWS
OF
ELM GROVE VILLAGE COMMUNITY ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Elm Grove Village Community Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2400 Trailwood Village Square, P. O. Drawer 809, Humble, Texas 77338, but meetings of members and directors may be held at such places within the State of Texas, Counties of Harris and Montgomery, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Elm Grove Village Community Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, Parcel, Apartment, or tract of Commercial Land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception, however, of any Parcel, Apartment, Commercial Land, public school land, church land, any Common Area and all unrestricted reserves until such time as the use of said unrestricted reserves

shall be defined by a deed or other legal instrument of record in the office of the County Clerk of Harris or Montgomery County, Texas.

Section 6. "Parcel" shall mean and refer to any residential townhouse or patio house on land situated within the Properties and which land is made subject to residential townhouse or patio house use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris or Montgomery County, Texas.

Section 7. "Apartment" shall mean and refer to any residential living unit in an apartment building on land situated within the Properties and which land is made subject to residential apartment use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris or Montgomery County, Texas.

Section 8. "Commercial Land" shall mean and refer to any plot of land restricted to commercial use or any plot of land within the boundaries of the Properties which is subject to a commercial use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris or Montgomery County, Texas.

Section 9. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., its successors and assigns if such successors or assigns should acquire the property from the Declarant for the purpose of development.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 11. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk of Harris or Montgomery County, Texas.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held two years from the date of incorporation of

the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the vote of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Commercial Land.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years, and three (3) directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two more members of the Association. The Nominating Committee shall be appointed by the Board of Directors

prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

→ (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of

Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-

fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot, Parcel, Apartment and tract of Commercial Land at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same. °

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause all streets within the Properties to be swept and lighted and all of the esplanades within such streets and all the Common Area and recreational facilities owned by the Association to be maintained from the funds received through the annual assessment, and which assessments funds that are made available for such street sweeping and lighting and esplanade and Common Area and recreational facility maintenance shall be apportioned and expended in an equitable manner over the entire applicable street and esplanade area and all of the Common Area and recreational facilities owned by the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors

following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed; or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate of interest per annum allowed in the State of Texas, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the services as stated in Article IV, Section 2, of the Declaration or by non-use of the streets or Common Area or abandonment of his Lot, Parcel, Apartment or tract of Commercial Land.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "ELM GROVE VILLAGE COMMUNITY ASSOCIATION".

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

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CNTRL. llc

**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,
FLAGS, AND RELIGIOUS ITEMS**

for
ELM GROVE VILLAGE COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Sarah Lynne Le Canu Secretary of Elm Grove Village Community Association, Inc. (the "Association"), do hereby certify that at a joint meeting of the Board of Directors of the Association (the "Board") and the Association's Architectural Control Committee ("ACC") duly called and held on the 2nd day of November, 2011, with at least a quorum of the Board and ACC 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 both the Board and ACC 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 and the Association's Architectural Control Committee 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 Elm Grove Village Community Association, Inc.
- 1.2. **Dedictory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Elm Grove Village, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.3. **Elm Grove Village** - The residential development located in Harris County, Texas comprised of Elm Grove Village, Sections One (1), Two (2), and Three (3).

- 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 Elm Grove Village Community Association, Inc.
- 1.5. **Protective Covenants** - The Protective Covenants for Elm Grove Village, Sections One (1), Two (2) and Three (3), recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. F216517, G987640, and J403550, respectively.

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 Elm Grove Village:

- 2.1. **ACC Approval.** In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Guidelines, Owners are encouraged to 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. 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.

The following Guidelines shall be applicable to solar energy devices in Elm Grove Village:

- 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.** The Architectural Guidelines for Elm Grove Village only allow fiberglass or composition asphalt shingles with a minimum specification of at least 250 pounds per square and a 25 year warranty. The Architectural Guidelines also require the shingles to be an acceptable shade of brown or gray. 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 Elm Grove Village. 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 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.** Above-ground flagpole stands and/or footings and illumination under Section 5.6 must be approved by the ACC. Additionally, in order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the ACC for prior approval. 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.
 - 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 Protective Covenants. Provided a freestanding flagpole may be located up to five feet (5') 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. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- b. 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.
- c. 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.
- d. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

5.6. Illumination. Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts. 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 Elm Grove Village:

- 6.1. **ACC Approval.** As authorized by the Protective Covenants and, therefore, allowed by Section 202.018(c) of the Texas Property Code, any alteration 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.** 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 of a conflict between a provision in the Architectural Guidelines for Elm Grove Village and a provision in these 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 Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was approved by a majority vote of the Board of Directors and ACC 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 2 day of November, 2011.

ELM GROVE VILLAGE COMMUNITY
ASSOCIATION, INC.

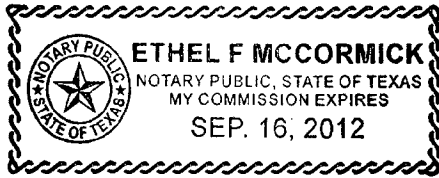
By: Sarah Lynne Le Canu

Printed Name: Sarah-Lynne Le Canu

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 2 day of November, 2011 personally appeared SARAH LYNN LE CANU, Secretary of Elm Grove Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Ethel F McCormick
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

204011

**PAYMENT PLAN POLICY
FOR
ELM GROVE VILLAGE COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Sarah Lynne LePanne, Secretary of Elm Grove Village Community Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 2nd 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 six (6) months, with the payments being equal payments of one-sixth (1/6th) of the delinquent amount included in the payment plan. Provided that, on a case by case basis, the Board will consider a longer payment plan period based upon hardship.
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: \$30.00 for the preparation of a Payment Plan Agreement and \$3.00 per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments, at the rate provided in the Declaration.

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 2 day of November, 2011.

ELM GROVE VILLAGE COMMUNITY
ASSOCIATION, INC.

By: Sarah Lynne Le Canu

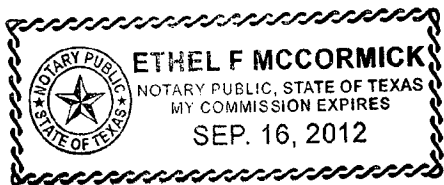
Printed: Sarah Lynne Le Canu
Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

2011
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BEFORE ME, the undersigned notary public, on this 2 day of November, 2011 personally appeared SARAH LYNNE LEPANU, Secretary of Elm Grove Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Ethel F McCormick
Notary Public in and for the State of Texas

Return to:

Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

204183

OPEN RECORDS POLICY
FOR
ELM GROVE VILLAGE COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Sarah Lynne LePanu, Secretary of Elm Grove Village Community 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 2nd 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 Section 70.3 of the Texas Administrative Code, 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 of the Texas Administrative Code. Should the rates set forth in Section 70.3 of the Texas Administrative Code 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 of the Texas Administrative Code 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
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 of the Texas Administrative Code

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.

* 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.

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 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.

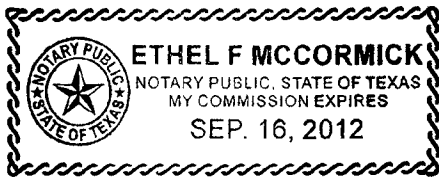
TO CERTIFY which witness my hand this the 2 day of November, 2011.

ELM GROVE VILLAGE COMMUNITY ASSOCIATION, INC.

By Sarah Lynne Le Canu
Printed: Sarah Lynne Le Canu
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 2 day of November, 2011 personally appeared Sarah Lynne LeBaru, Secretary of Elm Grove Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Ethel F. McCormick
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

204193

RECORDS RETENTION POLICY
for
ELM GROVE VILLAGE COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, SARAH LYNNE LeCANU, Secretary of Elm Grove Village Community 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 2nd 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.

1. **Retention Periods.**

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years

c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions and all amendments and supplements to the Declaration of Covenants, Conditions and Restrictions; Protective Covenants and all amendments and supplements to the Protective Covenants; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently

s) Suit files	Seven (7) years after the date the suit is resolved
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2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

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 2 day of November, 2011.

**ELM GROVE VILLAGE COMMUNITY
ASSOCIATION, INC.**

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.

By Sarah Lynne Le Canu

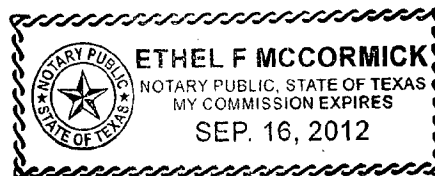
Printed: Sarah-Lynne Le Canu
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 2 day of November, 2011 personally appeared Sarah Lynne Le Canu, Secretary of Elm Grove Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Ethel F McCormick
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024
204184



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

DEC 13 2011



Stan Stuart
COUNTY CLERK
HARRIS COUNTY, TEXAS