

NOTICE
X

NOTICE OF DEDICATORY INSTRUMENTS
for
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

The undersigned, being the President of Durham Park Homeowners' 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. Durham Park, an unrecorded subdivision in Harris County, Texas, described by metes and bounds in Exhibit "A" attached to the Restrictions, Reservations, Covenants and Easements for Durham Park a Subdivision in Harris County, Texas filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H919536.
 - b. Durham Park, Phase II, an unrecorded subdivision in Harris County, Texas, described by metes and bounds in Exhibit "A" attached to the Annexation of Phase II of Durham Park Durham Park a Subdivision in Harris County, Texas filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. J244096.

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, Reservations, Covenants and Easements for Durham Park a Subdivision in Harris County, Texas.
 - (2) Annexation of Phase II of Durham Park Durham Park a Subdivision in Harris County, Texas
 - b. Recording Information:
 - (1) Harris County Clerk's File No. H919536.
 - (2) Harris County Clerk's File No. J244096.

3. Dedicatory Instruments: In addition to the Dedicatory Instrument identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association:

1EE

ER 058 - 31 - 1016

- a. Articles of Incorporation of Durham Park Homeowners' Association, Inc.
- b. Durham Park Homeowners' Association, Inc. Bylaws.
- c. Certificate of President of Durham Park Homeowners' Association, Inc. regarding Amendments to Durham Park Homeowners' Association, Inc. Bylaws.
- d. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Durham Park Homeowners' Association, Inc.
- e. Payment Plan Policy for Durham Park Homeowners' Association, Inc.
- f. Records Retention Policy for Durham Park Homeowners' Association, Inc.
- g. Open Records Policy for Durham Park Homeowners' Association, Inc.

True and correct copies of such Dedicatory 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 Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 18 day of June, 2014.

DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

10R

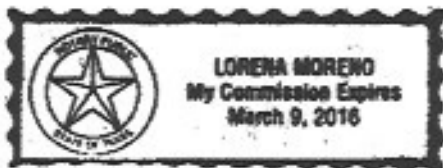
By: [Signature]
Stan Looper, President

THE STATE OF TEXAS

COUNTY OF HARRIS

509 509 509

BEFORE ME, the undersigned notary public, on this 18 day of June, 2014 personally appeared Stan Looper, President of Durham Park Homeowners' 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.



[Signature]
Notary Public in and for the State of Texas

ARTICLES OF INCORPORATION
OF
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

FILED
In the Office of the
Secretary of State of Texas

MAR 04 1983

Clerk B
Corporations Section

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a non-profit corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

I.

NAME

The name of the Corporation is Durham Park Homeowners' Association, Inc.

II.

The corporation is a non-profit corporation.

III.

The period of its duration is perpetual.

IV.

The purposes for which the corporation is organized are:

- 1) The Corporation is organized and operated primarily to obtain, manage, construct and maintain the property in a residential real estate development known as Durham Park in Houston, Harris County, Texas.

ER 058 - 31 - 1018

- 2) The general purposes and powers are:
- (a) To maintain and care for the common areas of Durham Park.
 - (b) To collect money from residents, at no profit to the Corporation, to pay directly to the appropriate authority for: water, sewer, garbage pick up, cable television, liability insurance for common areas, and other relevant services to be provided to Durham Park.
 - (c) To represent the residents of Durham Park in furthering their interests and involvement in the civic and cultural affairs of the community.
- 3) Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this Corporation.

This Corporation is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

V.

The street address of the initial registered office of the Corporation is 1400 Rothwell, Houston, Texas, 77002 and the name of its initial registered agent at such address is RALPH D. PETLEY.

VI.

The number of directors constituting the initial board of directors of the Corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

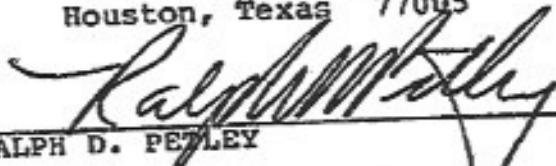
ER 058 - 31 - 1020

<u>NAME</u>	<u>ADDRESS</u>
Ralph D. Petley	1400 Rothwell Houston, Texas 77002
Jean Petley	1400 Rothwell Houston, Texas 77002
Thomas C. Petley	5417 Chaucer Drive Houston, Texas 77005


VII.

The name and address of each incorporator is:

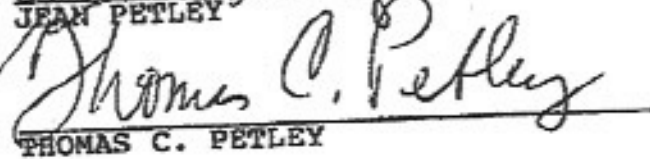
<u>NAME</u>	<u>ADDRESS</u>
Ralph D. Petley	1400 Rothwell Houston, Texas 77002
Jean Petley	1400 Rothwell Houston, Texas 77002
Thomas C. Petley	5417 Chaucer Drive Houston, Texas 77005



 RALPH D. PETLEY



 JEAN PETLEY



 THOMAS C. PETLEY

INCORPORATORS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared RALPH D. PETLEY, JEAN PETLEY, and THOMAS C. PETLEY known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 2 day of March, A.D., 1983.

Billie J. Wikel
Notary Public in and for
The State of Texas

My Commission Expires:

3/15/84

ER 058 - 31 - 1021

DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

Bylaws

Article I

Definitions

"Association" or "Organization" mean the Durham Park Homeowners' Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Texas.

"Indenture" means such Indenture(s) as may from time to time contain the covenants, liens, and charges established for the benefit of the Association, its Members, and the property and the residents of the property.

"Durham Park" or "Durham Park Townhomes" or "Property" are synonymous and may be used interchangeably and mean any property subject to the Indenture or the covenants, liens or charges imposed thereby.

"Building Site" means that numbered area in Durham Park (excluding common areas conveyed to the Association) upon which is constructed a townhouse. Said building site, for all intents and purposes, shall be the entire site which is occupied by the townhouse.

"Common Area" shall mean all real property contained within Durham Park which is not a building site. The common areas generally encompass (but are not limited to): courtyards, esplanades, postal and garbage collection areas, and walkways. This area is owned or to be owned by the Association in Fee Simple.

"Unit" shall mean the building site (and its townhouse) and the appurtenant rights to the use and enjoyment of all common areas of Durham Park which are assessable by the Association and appropriate authorities.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Building Site with townhouse and beneficial interest in the Common Areas, but excluding those having such interest merely as security for the performances of an obligation.

"Declaration" means the Restrictions, Reservations,

Covenants and Easements of Durham Park, a Subdivision in Harris County, Texas, filed of record in Harris County, Texas.

Article II

Location

The principal office of the Association shall be located at 1400 Rothwell, Houston, Texas, 77002, or as directed by the Association.

Article III

Membership

Every person or entity who is a record owner of a Unit subject by covenants and the Declaration of record to assessment by the Association, 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 separate from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership.

Article IV

Meetings of Members

1. Annual meetings. The first annual meeting of the Members to elect the initial board of directors and conduct other pertinent business shall be held at the office of the Association specified in Article II on the 10th day of March, 1983. Thereafter, the Annual Meeting of the Members shall be held at the office of the Association specified in Article II above or at any other address specified in the Notice of the Meeting, on the first Thursday in December in each year, at the hour of 7:00 P.M., commencing on the first Thursday in December of the year 1983.

2. Special meetings. Special meetings of the Members for any purpose may be called at any time by the President, or by any two Directors. The Secretary shall call a special meeting upon written request of the members who have a right to vote one-third (1/3) of all of the votes of the entire membership.

3. Notices. Notice of meetings shall be given to the

Members by the Secretary. Notice may be given to the Member either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the Corporation. (Each Member shall register his address and any change in address with the Secretary.) Notice of any meeting, regular or special, shall be mailed not less than ten nor more than 50 days in advance of the meeting and shall set forth the purposes of the meeting.

4. Proxy voting. At any membership meeting the presence, whether in person or by proxy, of Members entitled to vote not less than 50% of the total membership vote, shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified Member at the date of the meeting and any proxy given more than 11 months before the date of the meeting shall be void.

Article V

Voting Rights

1. All members of the Association are entitled to one vote for each Unit which such members own. When the ownership interest in any Unit is held by more than one person, all such persons shall be members, and the vote for such Unit shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

2. No Owner may exercise any vote hereunder if such Owner is delinquent on the payment of any assessment hereunder on such Owner's Unit or is delinquent on the payment of any other sum(s) hereunder.

Article VI

Voting

At all meetings, except for the election of officers and directors, all votes shall be viva voce, except that for election of officers ballots shall be provided and there shall not appear any place on such ballot any mark or marking that might tend to indicate the person who cast such ballot.

At any regular or special meeting if a majority so requires any question may be voted upon in the manner and

style provided for election of officers and directors.

Article VII

Order of Business

- 1 - Roll Call.
- 2 - Reading of the minutes of the preceding meeting.
- 3 - Reports of Committees.
- 4 - Reports of Officers.
- 5 - Old and Unfinished Business.
- 6 - New Business.
- 7 - Good and Welfare.
- 8 - Adjournments.

Article VIII

Board of Directors

The business of this organization shall be managed by a Board of Directors consisting of three (3) members together with the officers of this organization. All directors elected shall be Owners.

The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers of this organization and they shall serve for a term of one (1) year, such term shall commence on January 1st of each year and shall terminate on December 31st of the same year.

However, the initial Board of Directors shall be elected at the first meeting of the Members of the Association and the term of the Directors in this instance shall commence at that time and terminate on December 31, 1983, or by resignation if sooner.

The Board of Directors shall have the control and management of the affairs and business of the Association. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by its chairman after due notice to all the directors of such

meeting.

Each director shall have one vote and such voting may not be done by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the said Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

The President of the organization by virtue of his office shall be Chairman of the Board of Directors. The Board of Directors shall select from one of their number a secretary.

A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel upon any removal hearing. The Board of Directors shall adopt such rules as it may, in its discretion consider necessary for the best interests of the organization, for this hearing.

Article IX

Directors' Meetings

1. Annual meetings. The Annual Meeting of the Board of Directors shall be held immediately following adjournment of the Annual Meeting of the Members in each year.

2. Triannual meetings. A regular meeting of the Board of Directors shall be held at the office of the Association specified in Article II above on the first Thursday of the months of January, April and October at 2:00 P.M.; provided that the Board of Directors may, by resolution, change the day and hour or the place of holding such regular meeting. If the day of the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

3. Notices; waiver. No notice need be given for the Annual or any regular meeting of the Board. Notice of any special meeting shall be sufficient if mailed to each Director, postage prepaid, at his address as it appears on the records of the Association, at least three days before

the meeting or given personally or by telephone not later than the day before the meeting. No notice need be given to any Director who attends the meeting, or to any Director who in writing (before or after the meeting) waives such notice.

4. Special meetings. Special meetings of the Board of Directors shall be called by the Secretary upon request by any officer of the Association or by any two Directors. The action of a majority of the Board, although not at a regularly called meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members of the Board.

5. Quorum. At all meetings of the Board a majority of the Board of Directors shall constitute a quorum, and, except as otherwise provided by law or by the Bylaws, the act of a majority of the Directors present shall be the act of the Board.

Article X

Officers

The officers of the organization shall be as follows:

President.

Vice-President.

Secretary-Treasurer.

The President shall preside at all membership meetings.

He shall by virtue of his office be Chairman of the Board of Directors.

He shall present at each annual meeting of the organization an annual report of the work of the organization.

He shall appoint all committees, temporary or permanent.

He shall see all books, reports and certificates as required by law are properly kept or filed.

He shall be one of the officers who may sign the checks or drafts of the organization.

He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

The Vice-President shall in the event of the absence or inability of the President to exercise his office become acting president of the organization with all the rights, privileges and powers as if he had been the duly elected president.

The Secretary-Treasurer shall keep the minutes and records of the organization in appropriate books.

It shall be his duty to file any certificate required by any statute, federal or state.

He shall give and serve all notices to members of this organization.

He shall be the official custodian of the records and seal of this organization.

He may be one of the officers required to sign the checks and drafts of the organization.

He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization.

He shall submit to the Board of Directors any communications which shall be addressed to him as Secretary of the organization.

He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of the Secretary.

The Secretary-Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization. He shall deposit all monies held by or for the Association in the highest interest bearing accounts feasible at a regular bank or savings and loan association and shall provide for an interest bearing checking account if possible.

He must be one of the officers who shall sign checks or drafts of the Association. No special fund may be set aside

that shall make it unnecessary for the Secretary-Treasurer to sign the checks issued upon it.

- He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the Association and such report shall be physically affixed to the minutes of the Board of Directors of such meeting.

He shall make payment as and when due from the Association's Custodial Account all taxes and insurance premiums on the Common Areas, and expenses of maintenance and operation of the Property and Association.

He shall exercise all duties incident to the office of Secretary-Treasurer.

The three officers shall by virtue of their office constitute the members of the Board of Directors.

No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director from receiving any compensation from the organization for duties other than as a director or officer.

Article XI

Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary in the conduct of the business of the organization.

Article XII

Committees

All committees of this organization shall be appointed by the Members and their term of office shall be for a period of one (1) year or less if sooner terminated by the action of the Members at the Annual or a special meeting of the Members. The Members of the Annual Meeting shall appoint three (3) or more undivided owners, not officers or directors, to serve for one year (January 1st to December 31st of the same year) as members of the Architectural Committee.

Article XIII

Amendments

These Bylaws may be altered, amended, repealed or added to by an affirmative vote of not less than twenty three (23) members.

Article XIV

Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

Article XV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Durham Park Homeowners' Association, Inc.

Article XVI

Resolution of Conflicts

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Indentures and these Bylaws, the Indentures shall control.

ER 058 - 31 - 1030

ER 058 - 31 - 1031

CERTIFICATE OF PRESIDENT
of
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.
regarding
AMENDMENTS
to
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC. BYLAWS

STATE OF TEXAS

COUNTY OF HARRIS

1000000000

The undersigned, being the duly elected, qualified and acting President of Durham Park Homeowners' Association, Inc., a Texas non-profit corporation ("Association"), does hereby certify the following amendments to the Bylaws of the Association ("Bylaws") were approved by twenty-three (23) of the members of the Association at a Special Meeting of the members of the Association held on the 25th day of May, 2010, at which the requisite quorum was present. The Bylaws were amended to add the provisions as set forth below:

I. POOL AND POOL AREA USE AND RULES

According to the by-laws of the Durham Park Homeowner Association, Article IV (1)(m) it is "the right of the Association to maintain and regulate the swimming pool, together with its appurtenant machinery, tools and chemicals and to establish rules for conduct in and around the pool, including safety rules and hours of operation, if any",

Pool Use Rules:

1. Limited to owners, tenants and invited guests: The facility is used at the risk and responsibility of the user and the user shall hold the association harmless from damage or claims by virtue of such use.
2. Boisterous behavior prohibited: Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.
3. Smoking is prohibited.
4. Diving or jumping in the pool is prohibited.
5. Glass containers in the pool area are prohibited.
6. Children under the age of 18 years must be accompanied by a parent or responsible guardian, who will be responsible for violations or damage caused by their children whether the parents or guardian are present or not.
7. No pets or animals are allowed in the pool area and adjoining grounds.
8. All trash and garbage shall be removed immediately by the owner, tenant or guest and be disposed of upon use of facilities.

II. PETS

According to the by-laws of the Durham Park Homeowner Association, Article IX (7) "no animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except dogs, cats or other common household pets, provided that they are not kept, bred or maintained for any commercial purposes. All permitted household pets shall be kept inside the unit and enclosed patio area, if any, of such unit at all times, except that pets may be taken to areas designated by the association, if such pets are, and remain, leashed when outside a unit. A pet which in the sole discretion of the Board of Directors or by one-half of the owners is determined to be a nuisance to the Association or to the other owners, shall thereafter not be permitted to be kept on the premises.

Sanctions for violations:

1. No more than one dog of less than 28 inches in height at the shoulder at maturity and of gentle disposition, no more than two cats, or other household pets, approved and licensed by the Board of Directors as to compatibility with the common interest community may be kept.
2. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property within ten (10) days after written notice from the Board of Directors.
3. In no event shall any dog be permitted in any of the common areas unless carried or on a leash. Unit owners are not to allow let their animals defecate or urinate on the grounds of the Durham Park complex.
4. Unit owners should not tie their dogs to the deck or any structure of the Durham Park complex.
5. Failure to adhere to the rules will result in fines assessed to the account of the responsible unit owner.
6. The owner shall hold the association harmless from any claim resulting from any action of his or her pet.

III. PARKING

All unit owners must park their vehicles in the garage. Vehicles may not be parked in such manner as to block access to garages, fire hydrants, sidewalk running perpendicular to drives, pedestrian crossing areas, designated fire lanes and public alleys. Vehicles in violation will be towed after reasonable efforts to contact the person, unit owner or occupant to whom the vehicle is registered. According to the by-laws of the Durham Park Homeowner Association, Article IV (e), it is "the right of the Association to establish sanctions for any violations of any rules governing traffic on the alleys and driveways within the common areas".

Sanctions for violations:

1. Written notice of rule infractions will be mailed to unit owner for any reported parking violations, including levied fines.

2. In addition, a \$25.00 per day fine may be levied against the person, unit owner or occupant to whom the vehicle is registered following written notice for the periods the vehicles violate these rules.

3. Complaint. Any formal complaint regarding the enforcement of parking rule infractions or regarding actions of other unit owners shall be made in writing to the association at the mailing address 4931 Feagan, Houston, TX 77007.

All other provisions of the Bylaws of the Association shall remain in full force and effect.

TO CERTIFY WHICH WITNESS my hand on this 12 day of June, 2014.

DURHAM PARK HOMEOWNERS'
ASSOCIATION, INC.

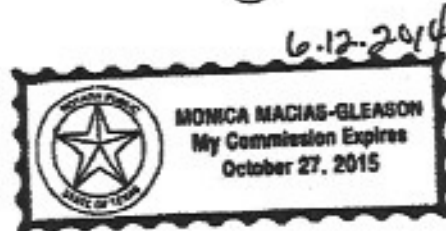
By: Stan Looper
Stan Looper, President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 12 day of June, 2014 personally appeared Stan Looper, President of Durham Park Homeowners' 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.

Monica Macias Gleason
Notary Public in and for the State of Texas



**GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS,
SOLAR ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES,
FLAGS, AND RELIGIOUS ITEMS
for
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Alton Freeman, Secretary of Durham Park Homeowners' 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 31ST day of July, 2013, 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 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. **Board** - The Board of Directors for Durham Park Homeowners' Association, Inc.

1.2. **Declaration** - shall mean the following:

- Restrictions, Reservations, Covenants and Easements for Durham Park a Subdivision in Harris County, Texas recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H919536; and
- Annexation of Phase II of Durham Park Durham Park a Subdivision in Harris County, Texas recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. J244096.

- ER 058 - 31 - 1035
- 1.3. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Durham Park, as more particularly defined in Section 202.001 of the Texas Property Code.
 - 1.4. **Durham Park** -- shall mean the following:
 - Durham Park, an unrecorded subdivision in Harris County, Texas, described by metes and bounds in Exhibit "A" attached to the Restrictions, Reservations, Covenants and Easements for Durham Park a Subdivision in Harris County, Texas filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. H919536.
 - Durham Park, Phase II, an unrecorded subdivision in Harris County, Texas, described by metes and bounds in Exhibit "A" attached to the Annexation of Phase II of Durham Park Durham Park a Subdivision in Harris County, Texas filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. J244096.
 - 1.5. **Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Durham Park Homeowners' Association, Inc.

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 Unit. 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 Unit 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 Durham Park:

- 2.1. **Board 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 Board 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 Unit between the front of the Unit on the Building Site and an adjacent street. Rain barrels and harvesting systems must be located on an Owner's Building Site, not in the Common Area.
- 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 Unit on the Owner's Building Site; 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 Unit on the Building Site or at any other location on the Building Site that is visible from a street, another Building Site, 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 Building Site, and common area, unless otherwise approved in writing by the Board.
- (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the Unit, 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 Building Site, and common area, unless otherwise approved in writing by the Board.

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 Building Site and there is a reasonably sufficient area on the Building Site 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 Durham Park:

- 3.1. **Board Approval.** The installation of a solar energy device requires the prior written approval of the Board. Provided that, the Board may not withhold approval if these Guidelines are met or exceeded, unless the Board 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 Building Site 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 Building Site except on the roof of the Unit or other permitted structure on the Building Site or in a fenced yard or patio within the Building Site.
- 3.3. **Devices Mounted on a Roof.** A solar energy device mounted on the roof of the Unit or other permitted structure on a Building Site:
- 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 Board 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 Board. 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 Building Site in a manner that voids material warranties.
- 3.6. **Limitations.** A solar energy device is not permitted on a Building Site 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. Board Approval. In order to confirm the proposed shingles conform to the foregoing Guidelines, Owners are encouraged to apply to the Board for prior approval. The Association may require an Owner to remove shingles that do not comply with these Guidelines and Declaration.

4.2. Regulations. 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 the Section of Durham Park where the Building Site is located, as required by the applicable sections of the Declaration to the Building Site. In addition, the storm or energy efficient shingles must match the aesthetics of the Building Sites surrounding the Building Site 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. Section 202.011 of the Texas Property Code further provides that a property owners' association may prohibit an owner from locating a flag or flagpole on property owned or maintained by a property owners' association.

Article IX, Section 10 of the Declaration relating to flagpoles is hereby superseded and replaced by this Section 5.

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. Board Approval.** In order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the Board for prior approval for all attached flagpoles (since an attached flagpole would be in front of the building setback line). The Association may require an Owner to remove flagpoles 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) flagpole may be attached to the Unit (on a permanent or temporary basis), which may not exceed five inches (5") in diameter, without the approval of the Board.
- b. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- c. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association unless expressly approved in writing by the Board.

5.5. Flags.

- a. Only the three (3) types of flags addressed in this Section shall be displayed on a flagpole.
- b. The maximum dimensions of a displayed flag attached to the Unit shall be three (3) feet by five (5) feet.
- c. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- d. A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the Unit or other structure on a Building Site or a fence, or be displayed in a window of the Unit or other structure on a Building Site, if any.

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 Board. 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 Building Site or a street adjacent to the Building Site and does not otherwise unreasonably affect an adjacent Building Site.

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 Durham Park:

- 6.1. **Board Approval.** As authorized by the Declaration 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 Board.
- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Unit except on the entry door or door frame of the Unit. 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 Unit or change the color of an entry door or door frame that is not authorized by the Board.
- 6.7. **Other.** Notwithstanding the above provisions: (i) the Board 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 Unit, 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, 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 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 12 day of June, 2014.

DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

By: Alton Freeman

Printed: Alton Freeman

Its: Secretary

THE STATE OF TEXAS

COUNTY OF Harris

05/25/14

BEFORE ME, the undersigned notary public, on this 12 day of June, 2014 personally appeared Anton Freeman, Secretary of Durham Park Homeowners' 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.

Monica Macias Gleason
Notary Public in and for the State of Texas



ER 058 - 31 - 1041

PAYMENT PLAN POLICY
for
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Alton Freeman, Secretary of Durham Park Homeowners' 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 31st day of July, 2013, 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) became 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 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. **Interest.** 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 12 day of June, 2014.

DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]

Printed: Alton Freeman

Its: Secretary

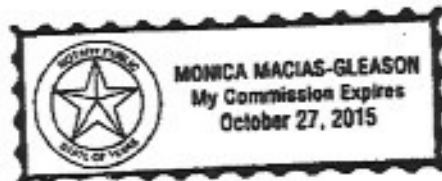
THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§
§

BEFORE ME, the undersigned notary public, on this 12 day of June, 2014 personally appeared Alton Freeman, Secretary of Durham Park Homeowners' 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.

[Signature]
Notary Public in and for the State of Texas



RECORDS RETENTION POLICY
for
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Alton Freeman, Secretary of Durham Park Homeowners' 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 31st day of July, 2013, 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 became 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. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. 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. 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.

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)	Five (5) years

of current owners	
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 for each section within the subdivision and all amendments and supplements to each Declaration; 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

ER 058 - 31 - 1047

s) Suit files	Seven (7) years after the date the suit is resolved
---------------	---

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. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

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 12 day of June, 2014.

DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

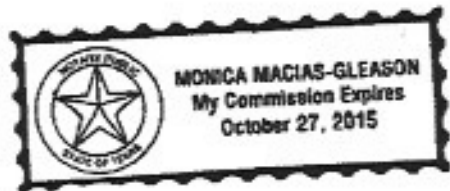
By: [Signature]

Printed: Alton Freeman

its: Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 12 day of June, 2014 personally appeared Alton Freeman, Secretary of Durham Park Homeowners' 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.



[Signature]
 Notary Public in and for the State of Texas

OPEN RECORDS POLICY
for
DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Alton Freeman, Secretary Durham Park Homeowners' 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 31st day of July, 2013, 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 became 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:
- identify the history of violations of dedicatory instruments of an individual Owner;
 - disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;

ER 058 - 31 - 1051

- 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 12 day of June, 2014.

DURHAM PARK HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
 Printed: Alton Freeman

Its: Secretary

THE STATE OF TEXAS
 COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 12 day of June, 2014 personally appeared Alton Freeman, Secretary of Durham Park Homeowners' 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.

[Signature]
 Notary Public in and for the State of Texas



20140280251
Pages 37
06/27/2014 12:36:14 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 156.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS