

V535062

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"Association"

*ll*

11/06/00 20060903 V53E062

\$55.00

*55 RTR  
8*

STATE OF TEXAS

COUNTY OF HARRIS

The undersigned, being the authorized representative of Memorial Ashford Townhouse Corporation, a property owner's association as defined in Section 202.001 of the Texas Property ("the Association"), hereby request the attached document "Memorial Ashford Townhouse Corporation - Rules and Regulations for Common Areas and Facilities" be recorded in the Official Public Records of Real Property of Harris County, Texas. I hereby certify that the information set forth in document is true and correct and that the copy of the document attached to this notice is a true and correct copy of the original.

*Carl Mangogna*

Carl Mangogna, President  
of Memorial Ashford Townhouse Corporation

*ll*

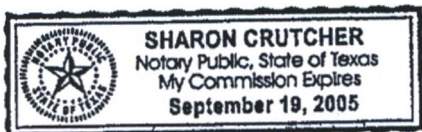
547-82-1065

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Carl Mangogna, President of Memorial Ashford Townhouse Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge 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 6 day of November, 2001, to certify which witness my had and official seal.



*Sharon Crutcher*  
Notary Public in and for the State of Texas

*RTR TO MEMORIAL ASHFORD TOWNHOUSE CORP  
14917 PERTHSHIRE  
HOUSTON 77079 ATTN: CARL MANGOGNA*

547-82-1066

**MEMORIAL ASHFORD  
TOWNHOUSE CORPORATION  
"ASSOCIATION"**

**Rules and Regulations  
for Common Areas and Facilities**

Amended and effective: October 23, 2001

***This document (Rules and Regulations for Common Areas and Facilities) and the data contained herein or herewith is proprietary and is not to be reproduced, used or disclosed in whole or in part to any third party individual or entity without the written permission of Memorial Ashford Townhouse Corporation "Association"***

**MEMORIAL ASHFORD TOWNHOUSE CORPORATION "ASSOCIATION"**  
**Rules and regulations for Common Areas and Facilities**

The Declaration of Covenants, Conditions and Restrictions grants to all Association Members a right and agreement of enjoyment in and to the common areas, and the Board of Directors the responsibility and authority to promulgate Rules and Regulations to govern their use.

TABLE OF CONTENTS

AREA MAP .....	ii
RESPONSIBILITY AND INFORMATION CHART .....	iii
I SWIMMING POOLS.....	1
II TENNIS COURTS.....	2
III CLUBHOUSE.....	3
IV TRASH.....	4
V. PETS .....	5
VI FIRE .....	6
VII VEHICLES.....	7
VIII SECURITY .....	9
IX GENERAL COMMON AREAS .....	10
X ARCHITECTURAL CONTROL.....	11
XI LANDSCAPING POLICY.....	14
TREES.....	14
SHRUBS .....	14
OTHER .....	15
PATIO COVERS, TREES AND SHRUBS.....	15
PATIO FENCING POLICY.....	17
XII ASSESSMENT FEES .....	18
XIII GENERAL .....	19
XIV PENALTIES.....	20
XV <u>FORMS</u>	
<u>A-1</u> CLUBHOUSE LEASE AGREEMENT (3 pages).....	21, 22, 23
<u>A-2</u> ACC UNIT / BUILDING ALTERATION / IMPROVEMENT REQUEST FORM .....	24
<u>A-3</u> MATC HOMEOWNER / TENANT INFORMATION / PARKING STICKER REQUEST .....	25
<u>A-4</u> ACC LANDSCAPE MODIFICATION / IMPROVEMENT REQUEST FORM .....	26
<u>A-5</u> MATC VACATION WATCH FORM.....	27
<u>A-6</u> TENNIS COURT AGREEMENT .....	28
<u>A-7</u> SWIMMING POOL AGREEMENT .....	29
<u>A-8</u> REVOCABLE LICENSE .....	30

547-82-1867



**Memorial Ashford Townhouse Corporation "Association"  
RESPONSIBILITY AND INFORMATION CHART**

ITEMS		ASSOC.	OWNER	COMMENTS
<b>ROOF LEAKS</b>		X		
	A. Sheetrock repair		X	
	B. Floor incl. Carpet, tile, vinyl, etc.		X	
	C. Other interior repairs		X	
<b>PLUMBING LEAKS COMMON LINES</b>				
	A. Sheetrock repair		X	
	B. Floor incl. Carpet, tile, vinyl, etc.		X	
	C. Other interior repairs		X	
<b>SERVING 1 UNIT</b>				
	A. Sheetrock repair		X	
	B. Floor incl. Carpet, tile, vinyl, etc.		X	
	C. Other interior repairs		X	
<b>SEWER BACKUP</b>		X		
	A. Sheetrock repair		X	
	B. Floor incl. Carpet, tile, vinyl, etc.		X	
	C. Other interior repairs		X	
<b>WATER CUTOFF VALVES ELECTRICAL</b>		X		1 per unit (front)
	A. Breakers		X	
	B. Exterior lights	X		
	C. Exterior lights controlled by switch inside unit		X	
	D. Interior plugs/switches		X	
<b>DOORS</b>				
	A. House		X	\$50 rebate new f. door
	B. Garage			N/A
	C. Garbage			N/A
	D. Hardware		X	
	E. Doorbell		X	
<b>WINDOWS</b>				
	A. Glass		X	
	B. Window Glazing		X	
	C. Window Caulking		X	
	D. Screens		X	
<b>EXTERMINATING</b>				
	A. Interior		X	
	B. Exterior	X		
<b>FOUNDATIONS / BACK PATIOS</b>			X	W/Assoc. approval
	A. Fence	X		
	B. Landscaping inside patio		X	
	C. Storage Shed		X	
	D. Patio Cover		X	
<b>HEATING &amp; AIR CONDITIONING</b>				
	A. Compressors		X	
	B. Drain Lines		X	
<b>HOT WATER HEATER</b>				
	A. Dryer Vent		X	
	B. Downspouts / Gutters	X		
<b>OTHER</b>				

547-82-1068

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**I SWIMMING POOLS**

**MEMORIAL ASHFORD HOMEOWNERS ONLY \* TRESPASSERS WILL BE PROSECUTED  
NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK**

- a. No children under 12 allowed without adult (18 or older) supervision inside the pool area. Children who are non-swimmers must be outfitted with approved life preservers.
- b. Regulation swimwear only. No shoes or cut-offs allowed in pool.
- c. No glassware of any type.
- d. No running, excessive noise or disorderly annoying or improper conduct including horseplay, loud radios, or profanity allowed.
- e. No bicycles, skates, skateboards, tennis balls, hard rubber balls, balloons or other improper objects allowed within enclosed pool area.
- f. Guests must be accompanied by a key issued Association Member or authorized tenant.
- g. The Board limits the number of guests per household to two (2) unless the member receives prior permission from management. Identification of extra guests must be exhibited (if requested)
- h. No pets allowed within the enclosed pool area.
- i. Persons with open sores or wounds are prohibited from pool use.
- j. No grills / barbecue pits are permitted within the pool area.
- k. POOL HOURS: 6 am To 10 pm (open all season)
- l. Gates shall be locked at all times.
- m. Association Members with assigned keys shall not open pool gates for Association Members that do not have an assigned key issued from the office. (See Form A-7)

**KEEP GATES LOCKED AT ALL TIMES**

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

II TENNIS COURTS

- a. Operation of all tennis courts is from 7 AM to 10 PM.
- b. Tennis courts shall be used on a first come basis, however, if people are willing, court time shall be restricted to a maximum of one hour of continuous play.
- c. Tennis courts are exclusively for tennis; other activities are prohibited e.g. bicycles, skates, skateboards or other objects other than tennis equipment.
- d. Swinging or climbing on the nets, windscreens, fences and other tennis court equipment are prohibited and will be treated as vandalism.
- e. Running, excessive noise and disorderly conduct are prohibited.
- f. Tennis lessons can be given to Association members only.
- g. Guests must be accompanied by an key issued Association member or authorized tenant
- h. No grills / barbecue pits are permitted within the tennis court area.
- i. Association Members with assigned keys shall not open tennis court gates for Association Members who do not have an assigned key issued from the office. (See Form A-6)

**KEEP GATE LOCKED AT ALL TIMES**

547-82-1070

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**III CLUBHOUSE**

- a. The individual use of the clubhouse must be reserved in advance and all activities in the clubhouse shall remain in the clubhouse. No loitering outside the clubhouse is permitted.
- b. Each Association member must provide adequate supervision and security for all scheduled functions as directed by the Board in the Clubhouse lease.
- c. The Clubhouse may only be leased to adult Association members who accept full responsibility.
- d. A Clubhouse Lease Agreement must be signed, a deposit made, and provisions of the Clubhouse Lease Agreement enforced. (See Form A-1)

547-82-1071



MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**IV TRASH**

- a. Conventional trash containers with lids must be used (recommended address number on the container and lid) and kept from view behind storage shed, except on garbage pick-up days (Wednesday and Saturday).
- b. Trash must be in proper containers and placed at the rear of the carport area to be picked up. NOTE: Increased collection costs will result if trash is not properly placed.
- c. Trash must be placed in proper containers behind storage sheds during non-pick-up days.
- d. Homeowners/Tenants shall not place, or cause to be placed, any furniture, packages, or objects in the common Area.
- e. Items, which cannot be hauled away under the regular trash-hauling contract, will be removed at the expense of the Homeowner/Tenant.

547-82-1072



MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

V. PETS

- a. Pets must be leashed at all times when in the Common Area or kept within the confines of the pet owner's patio or unit.
- b. Animals (dogs/cats) not penned or leashed will be turned over to Animal Control without warning or notice to the pet owner.
- c. All owners of domesticated pets or any person possessing such pets, are required to, and are responsible for, the immediate removal from all common areas, and the sanitary disposal of any and all fecal remains of said pet. This also includes the Homeowner's patio area.
- d. No animal, except a household pet, shall be kept or housed on the premises. Pets may not be bred for commercial purposes or for any purpose other than domestic. No savage or any other dangerous animal shall be kept or housed within the boundaries of the community. If such animal is identified, the owner shall be reported to the proper authority.
- e. Any Homeowner/Tenant who causes an animal to be brought or kept upon the premises shall indemnify or hold harmless the Memorial Ashford Townhouse Corporation "Association" for any loss, damage or liability, which the Board may sustain as a result of the presence of such animal on the premises. The Homeowner/Tenant shall be responsible for repairs of any and all damage or loss resulting from the acts of his/her animal while kept upon the premises.
- f. The penalties incurred for failing to adhere to the rules for pets are as stated in Section XII Penalties.
- g. Tenants with animals not controlled will be reported to the registered homeowner who will be fined as if they were committing the violation. This may include the notification to the proper authorities for the animals to be picked up.
- h. Homeowner/Tenant locking pets on the patio and allowing them to annoy others will be considered a violation.
- i. No pets allowed over 25 lbs after effective date. Failure to register pet or have an unapproved pet on the premises shall be considered a violation.
- j. Homeowner/Tenant will be allowed no more than two (2) pets per unit.
- k. Annual registration fee for each pet shall be \$25.00 and does not apply for pet ownership prior to the effective date of this document.

547-82-1073

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**VI FIRE**

- a. No person shall place, store, keep or permit to be placed, stored or kept any materials, the presence or burning of which would obstruct or render hazardous an exit." This applies to Motorcycles, which must be parked in the parking areas.
- b. No person shall operate a stove, oven, or barbecue pit upon any lot or premises outside of a building or enclosure when such stove, oven, or barbecue pit is located less than ten (10) feet from any building."
- c. Fireworks are expressly prohibited and violators will be prosecuted.
- d. It is expressly forbidden to park vehicles in "NO PARKING" red zones, which are designated as emergency equipment lanes.
- e. Violations of red zones areas (emergency lanes) will be strictly enforced.

547-82-1874

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**VII VEHICLES**

- a. Vehicles such as RV's, campers, go-carts, unlicensed and/or unregistered vehicles, semi-tractors and/or trailers, mobile homes, or off the road vehicles will not be permitted on the Memorial Ashford grounds including carports, and such identified vehicles shall be removed if found.
- b. No homeowner / tenant shall park or cause to park any commercial vehicle within any carport or common area. This would exclude service vehicles to the units being parked in the common areas for only that purpose.
- c. The carport areas shall not be used by the Homeowners for parking or storing boats, canoes, trailer, camping units, or any inoperative or rarely used personal vehicles.
- d. Vehicles shall not be parked anywhere in the common parking areas for a period exceeding 48 hours. This is due to limited common area parking. *Parallel parking behind carports absolutely prohibited.*
- e. Vehicles in common parking areas must be drivable, have no flat tires, and exhibit current license plates and inspection stickers.
- f. No vehicle shall be parked within carport areas that extend over the yellow marked line.
- g. Motorcycles, motorbikes, motor scooters, or other similar vehicles shall not be operated on the property except for the purpose of transportation directly from a parking area to a point outside the property, or from a point outside the property directly to a parking area.
- h. Each two (2) designated carport spaces are allocated for the exclusive use of the resident of each townhome. These designated carport spaces must be used for vehicle parking. If the resident of a townhome owns two (2) or less vehicles, the resident is not allowed to park any of such vehicles in the unassigned covered spaces for any length of time. If the resident of a townhome owns more than two (2) vehicles, one (1) vehicle may be parked in an unassigned covered space but only during a period in which the resident's designated parking spaces are being used for two (2) of the resident's other vehicles and for a period not exceeding forty-eight (48) hours. Under no circumstances may the resident of a townhome park more than one (1) vehicle in unassigned covered spaces. As used in this paragraph, a vehicle is "owned" by a resident if it is actually owned, it is leased, it is provided by the resident's employer, or it is otherwise regularly used by the resident. "Resident" means all persons occupying a townhome, whether one or

547-82-1075

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

*(Vehicles Continued -Page 2 of 2 pages)*

more. Those vehicles that exceed this period are subject to be towed at the owner's expense

- i. No one may park in another Homeowner's designated carport area unless prior approval has been given in writing to management.
- j. Vehicles may be washed and mechanically maintained in each Association Member's designated parking area. All work areas must be kept clean and vehicles may not be left unattended on blocks, lifts, or ramps.
- k. All vehicles are required to display Memorial Ashford stickers available from management. (See Form A-3)
- l. The posted speed limit within the community is 10 mph. And must be observed by everyone at all times.
- m. Vehicle operators must have a current and valid driver's license and meet and obey all State, City and Memorial Ashford Townhouse Corporation "Association" Rules & Regulations
- n. Blocking entrances or other vehicles from entering and leaving their assigned areas or in "NO PARKING" zones or designated emergency "FIRE LANES" may be towed at the owner's expense.
- o. Vehicles parked in red tow zones will be subject to being towed away to include being issued an emergency lane citation by a law enforcement authority. Weekend and evening violations (towing) will only be at the direction of the current patrol service. During Memorial Ashford office hours, direction for the towing of vehicles will be made by the On-Site Manager.

547-82-1076

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**VIII SECURITY**

- a. Security is the responsibility of each Homeowner/Tenant and cannot be delegated. The Community is only secure when each Homeowner/Tenant is involved.
- b. Each Homeowner/Tenant is responsible for the safety and security of his home; however, installation of burglar bars, alarms, or wiring on the exterior of buildings will require written permission from the Board through the Architectural Control Committee, (See Form A-2). In addition, a Revocable License may be required, (See Form A-9)
- c. Suspicious or illegal activity should be reported first to the responsible law enforcement authority, then to the current Patrol Service and the Memorial Ashford management.
- d. If a burglary should occur in your home, insist on a complete fingerprint inspection of your home by the police. When the burglar is subsequently caught, possibly your case can be tied in and your valuables traced. In this event, the homeowner shall notify the management office.
- e. Homeowner/Tenant must report all offenses to management.

547-82-1077



MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**IX GENERAL COMMON AREAS**

- a. Homeowners/Tenants and adults are prohibited from changing, rearranging, or damaging any portion of the common areas, including landscaping, without written permission from the Architectural Control Committee. (See Form A-2 & A-4)
- b. Climbing on the roofs of buildings or carports or any portion thereof is strictly prohibited.
- c. Homeowner Association members that have delegated their common area rights to family, or tenants who are parents of or act as guardians for resident children, teenagers, or young adults will be held legally and financially responsible for their actions and homeowner/tenant will be required to reimburse the Association for any damage done by their tenants, family, children, teenagers, young adults, or visitors. Adults will be held responsible for their own actions.
- d. A child, teenager or young adult involved in an act of vandalism who refuses to divulge his name and address will be turned over to juvenile authorities or the responsible law enforcement authority.
- e. Small children (under seven years of age) are prohibited from the common areas unattended. All children are prohibited from playing in the parking areas and driveways.
- f. Any Homeowner/Tenant who neglects to supervise or properly attend his minor child shall indemnify and hold harmless the Board for any and all damages or injuries sustained by said minor child.

547-82-1078

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**X     ARCHITECTURAL CONTROL**

- a.     Exterior areas are governed and controlled by the Board; Use, modifications, or alteration will not be allowed without prior written permission from the Architectural Committee ("alterations" shall consist of burglar bars, sprinkler systems, enlarged shed, landscape lighting, etc.). All homeowners should understand and accept that modification/alterations even though made with the approval of the Board, requires the following:
1.     The modification is to be made solely at the homeowner's expense. In addition, the responsibility for the maintenance and repair of the modification will be the responsibility of the owner of the unit, including subsequent purchasers.
  2.     If the Association must make repairs or perform any maintenance on the common elements, the homeowner or the subsequent owner of the unit will be required to remove and to bear the expense of the removal of the modification in order that the repair or maintenance of the common elements may be undertaken.
  3.     If any damage occurs to the modified common elements, the Association is not responsible for the repair or replacement of such modified common elements, regardless of whether such damage occurred during the repair or maintenance, which may have been undertaken by the Association.
  4.     Homeowners requesting to alter the common elements must complete the ACC request form and a Revocable License prior to the starting of the alteration, (See Form A-8). The contents of the requests and approval for modification should be disclosed by the homeowner to subsequent purchaser of your unit in order to avoid misunderstanding in the even that the homeowner or a subsequent purchaser is requested to move the modified common elements, to repair or to maintain the modified common elements.
- b.     No advertising signs shall be permitted except one "FOR RENT" or "FOR SALE" sign (not more than five (5) square feet) per unit, which may only be displayed inside the window of the unit.
- c.     The Board reserves the right to approve the design and wording of all signs, and may enter in and upon the lot for the purpose of removing signs which do not conform to the Rules and Regulations or have not been approved by the Board.

547-82-1879

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

*Architectural Control Continued - (page 2 of 3 pages)*

- d. All equipment, garbage cans, furniture and other objects shall be kept inside the storage shed or behind it so as to conceal them from view of neighboring townhouses and streets. The storage of anything unsightly will be determined by the Board through the Architectural Control Committee. Firewood is acceptable so long as it is neatly stacked and kept away from areas of possible termite invasion such as building siding, fences, unit sheds, etc.
- e. No business activities of any kind shall be conducted in any building or upon any portion of the common area.
- f. Clotheslines shall be only confined to the patio areas and shall be concealed from view of neighboring townhouse and driveways.
- g. Planting, gardening, hedges, plants, flower beds or bordering of planted areas shall be prohibited outside the patio areas unless approved by the Board through the Architectural Control Committee as covered in Section XI, Landscaping policy.
- h. No fences, or patio covers will be erected or maintained except such as are installed in accordance with the initial construction unless approved by the Board through the Architectural Control Committee.
- i. No structure of a temporary nature (i.e. trailer, basement, shack, barn, garage or other outbuilding without the approval of the ACC committee. This includes temporary and/or permanent athletic equipment) shall be used on any portion of the property.
- j. Any storage-shed modifications must be approved by the Architectural Control Committee prior to construction.
- k. No Storage shed will be built or installed in any carport or open common parking area.
- l. Appliances installed in Patio areas shall be concealed from view of neighboring townhouse and driveways. Appliances shall not drain to patio or carport area.
- m. No window fans or A/C units will be installed in any window or doorway opening of any unit.
- n. No aerials, wiring, or radio, CB, satellite dishes, or television antennas will be permitted on exterior portions of buildings or located anywhere upon the common areas, unless approved by the Board through the Architectural Control Committee.

547-82-1080

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

*Architectural Control Continued - (page 3 of 3 pages)*

- o. The Association is not responsible for foundation repairs. The foundations are the Homeowners' responsibility; however, Homeowners will submit any plans for repair, with all required signatures of those Homeowners in that building to the Architectural Control Committee. This requirement is to insure that homeowners are aware of the possibilities a damage to underground lines such as, water, water, cabling, etc
  
- f. Garage sales, carport sales, estate sales, and/or any other kind of sale open to the public, is strictly prohibited within the property boundaries.
  
- g. School spirit items allowed for a 72-hour period with the Board reserving the right to approve and enter in and upon any lot for the purpose of removing items, which do not conform, to the limitations set.
  
- h. Holiday decorations for the property will be permitted under the following guidelines:
  - a) Christmas decorations .. The day after Thanksgiving through the first week of January;
  - b) St. Patrick's Day ..... Two days before and one day after
  - c) Easter ..... Two weeks prior to Easter with removal one day after Easter
  - d) Memorial Day ..... Weekend only - Friday thru Sunday
  - e) 4<sup>th</sup> of July ..... One Day only
  - f) Thanksgiving ..... Wednesday thru Sunday
  - g) Halloween ..... 10 days prior - Removal immediately thereafter

547-82-1081

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**XI LANDSCAPING POLICY**

- a. If Homeowners so choose, they may, with prior approval, replace any shrubs, grass, flowers, or trees so long as the approved guidelines as set forth from time to time by the Architectural Control Committee are followed. Homeowners must submit specific plans, listing plants to be used and indicating the placement of the plants. The Architectural Control Committee will provide written authorization or rejection within thirty (30) days. NOTE: Any and all planted trees, shrubs, or bushes will be considered common area property and the up-keep and maintenance will be the responsibility of the Association.

**1) TREES**

- a) No trees may be removed, replaced or added without prior approval of the Architectural Control Committee and the Board of Directors.
- b) Only slow growing, low maintenance trees are approved for planting. The approved list includes but is not limited to:
- Crepe Myrtle
  - Purple Leaf Plum
  - Red Bud
  - Dogwood
- Trees such as Pine, Elm, Arizona Ash, Willow, Chinese Tallow and Hackberry are strictly prohibited.
- c) No vegetable, fruit, or nut bearing trees will be planted.

**2) SHRUBS**

- a) No shrubs may be removed, replaced or added without prior approval of the Architectural Committee and the Board of Directors.
- b) Only slow growing, low maintenance shrubs are approved for planting. The approved list may include:
- Burford Holly
  - Chinese Holly
  - Yupon Holly
  - Wax Ligustrum
  - Nandina
  - Azaleas
  - Photina

547-82-1082



MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

*(Landscaping Policy continued – page 2 of 4 pages)*

- Pittoaporum
- Juniper

Shrubs such as Elaeangus and Euonyus are strictly prohibited.

- c) Shrubs may not be planted closer to sidewalks or buildings than the ultimate height they will attain.
- d) No vegetable, fruit, or nut bearing bushes will be planted.

3) **OTHER**

- a) Approved ground cover may be:
  - Lineope
  - Jaemins,
  - Monkey Grass
  - St. Augustine grass

Ground cover may be planted where grass will not grow, such as under trees or as borders for flowerbeds.

- b) No vines of any kind shall be permitted in common areas or in patio areas.
- c) Wood edging in landscape area is strictly forbidden.
- d) No artificial plants or flowers are to be installed in common areas.

4) **PATIO COVERS, TREES AND SHRUBS**

- a) Homeowners with prior approval of the Architectural Control Committee and the Board of Directors may install Patio Covers. The following outline will provide the Homeowner with a guide of materials and conditions to qualify the installation of the patio cover; however, the Board of Directors and the Architectural Control Committee reserve the right to change, amend, add or delete specifications and requirements from time to time.
  - 1) Patio covers must be installed with an "L" shaped flashing, one end to slip under the siding edge at least one (1) inch and the other end extending out at least six (6) inches from the wall over the cover. The cover must have a slope of at least

547-82-1083

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

*(Landscaping Policy continued – page 3 of 4 pages)*

- ½" inch per foot away from the building and extend over the fence for drainage (no flat roofs are permitted).
- 2) The width of the patio cover must not extend beyond eighteen (18) inches from other end of the side fence to allow for sunlight and ladder access.
  - 3) Load bearing beams must be fastened to the building with leg bolts that are screwed through the siding into studs (not just the siding).
  - 4) All fasteners that hold structures must have a waterproof seal to keep water from leaking through.
  - 5) All materials must be architecturally compatible with the surroundings and further must be resistant to weather, rot and termites.
  - 6) Aluminum, fiberglass and vinyl are preferred; however, treated timber properly sealed and maintained is acceptable.
  - 7) To prevent mildew, rot and other adverse conditions that affect the siding, paint and wood, the patio covering material must allow adequate light and ventilation.
  - 8) All piping or structural supports must be free-standing and footed in concrete. Wood supports may be placed no more than two (2") inches from the ground and may not penetrate the concrete in order to prevent rot and termites. Piping or structural supports may not be any closer than two (2") inches from the fences to prevent rot and termites and to allow for painting and repair. If a patio cover must be removed for building rehabilitation (as approved by the Board of Directors)
  - 9) Trees and shrubs on patios are the Homeowners' responsibility and must be maintained by the Homeowner to prevent damage to the exterior of the buildings, foundations, sidewalks, and fences.
  - 10) Patio tree branches, bushes and any other plant must be cut back from the exteriors of the buildings and fences so as to prevent roof, fence and building siding damage of any kind. Roofs that impact foundations, sidewalks or fences from

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

*(Landscaping Policy continued - page 4 of 4 pages)*

patio trees, shrubs and plants must be removed. Homeowners at their sole expense have the responsibility to provide this maintenance.

11) If Memorial Ashford Corporation "Association" must take action to correct any of the above conditions, the Homeowner will be notified of such action and will be charged accordingly.

5) PATIO FENCING POLICY

- a) For the mutual benefit and protection of ALL owners, no fences shall be erected, modified, or repaired nor shall any fence lines be altered without the approval of the Architectural Control Committee.

547-82-1085

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**XII ASSESSMENT FEES**

- a) Maintenance Assessments are due on the first day of each month.
- b) All accounts not paid by the 20<sup>th</sup> of each month will be assessed a late charge of \$25.00.
- c) A reminder notice will be mailed to the homeowner of record on or about the 20<sup>th</sup> if the dues for that month have not been received and will include all fees due to the Association.
- d) All accounts two (2) months past due and one (1) month currently due over \$500.00) will be sent to the attorney for collection.
- e) All costs of collections shall be charged to the homeowner's account. These charges shall include but not limited to the cost of filing suit, the cost of filing a lien, or the cost to release the lien), the cost of certified letters, and reasonable administrative costs necessary to collect balance due.
- f) Homeowners shall have no right to withhold any maintenance fees or assessments and are subject to actions described.

547-82-1086

MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**XIII GENERAL**

- a) Association members shall exercise extreme care to minimize noise so as not to disturb other persons and shall in general be required to conduct themselves so as not to create a nuisance.
- b) It shall be the individual responsibility of each Homeowner, at his own expense, as he sees fit, to cover his townhouse for theft, personal property damage, loss and any other insurance, as the Homeowner deems necessary.
- c) Per the Governing documents, it is required that each Homeowner provides adequate replacement cost value Homeowner's liability insurance and a copy of the Declaration page (which must show townhouse address, date of policy expiration and amount of coverage) of policy. The Memorial Ashford Townhouse Corporation "Association" shall be named as additional insured.
- d) Memorial Ashford Townhouses are single-family dwellings, and may not be leased/rented for transient, multiple family, or hotel purposes. Each individual with lease/rental property must fill out the required paperwork, giving complete information about their tenants required by the Association in order for their tenants to be allowed access to the common areas (i.e. pools, tennis courts, etc.) and add to their lease under "Special Provisions" (Tenant and any guest tenant shall comply with all Memorial Ashford Rules and Regulations and any future changes thereof and are made a part hereof). A copy of the lease and the "Homeowner / Tenant Information / Car Sticker Request" form must be signed by the Homeowner and the Tenant acknowledging receipt of the current Rules & Regulations and returned to management no later than 10 days after move-in.
- e) Association Members (Homeowners) will be held legally and financially responsible for his/her Family Members' Tenants' and/or Guests' actions, including but not limited to any costs and/or fines occurring from the enforcement or violation of the Association's Rules & Regulations for Common Areas and Facilities, (i.e. additional Police / Patrol Service; costs of legal representation and court costs, etc.)
- f) If violation of the Rules and Regulations, Bylaws, and CCR's by a tenant the homeowner will be responsible for all fines according to the Rules & Regulations. All tenant contracts must be on file at the management office.

547-82-1087



MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"  
Rules and Regulations for Common Areas and Facilities

**XIV PENALTIES**

- a) The Board may spend the voting rights and right to the use of the recreational facilities by an Association Member for the period during which any assessment against his lot remains unpaid.
- b) Upon violation by an Association Member or their delegate (tenants, etc) of any portion of the Declaration of any of the Rules & Regulations, the Board may, in its sole discretion, take the following actions (unless previously specified) in the Rules & Regulations:
  - (1) Written Violation Notice
  - (2) \$100.00 Second Violation Notice
  - (3) \$200.00 Third Violation Notice & subsequent violations
- c) In addition to the above, the Board may suspend said Association Member's rights to use and enjoyment of all facilities for a period of thirty (30) days.
- d) The Association Member, upon receipt of written notice specifying the violation and period of suspension, may request an opportunity to meet within three (3) days with a committee designated by the Board and present evidence as to why the suspension should not be enforced. The ruling of the Committee shall be final.

**ALL PREVIOUS RULES, REGULATIONS AND POLICY DOCUMENTS DATED PRIOR TO THE REVISION DATE DECLARED HEREIN ARE HEREBY DISCONTINUED AND ARE CONSIDERED NULL AND VOID.**

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 on

JAN 14 2002



*Dorothy B. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
JAN 14 6:11:43  
COUNTY CLERK  
HARRIS COUNTY TEXAS  
*Dorothy B. Kayman*

547-82-1088

**Memorial Ashford Townhouse Corporation "Association"  
ACC LANDSCAPE MODIFICATION / IMPROVEMENT REQUEST FORM**

Date Received in Office \_\_\_\_\_

\_\_\_\_\_ Approved:

Response due to Homeowner in 30 days)

\_\_\_\_\_ Denied

Received By: \_\_\_\_\_

\_\_\_\_\_ Date Homeowner Notified

HOMEOWNER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

OFFICE PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

_____ Add	_____ Tree	_____ Homeowner
_____ Remove	_____ Shrub(s)	_____ Contractor
_____ Trim	_____ Grass	
_____ Other (Please Explain)	_____ Other (Please Explain)	_____ Other (Please Explain)

**DETAILED DESCRIPTION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please Diagram your request below. Use reverse side or attach additional diagrams (if needed).**



Approved: \_\_\_\_\_

ACC Member \_\_\_\_\_

ACC Member \_\_\_\_\_

Denied: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Memorial Ashford Townhouse Corporation "Association"**  
**ACC UNIT / BUILDING ALTERATION / IMPROVEMENT REQUEST FORM**

<b>HOMEOWNER'S INFORMATION</b>			
Name(s)		Date Received & Response Deadlines	
Unit Address		Received:	
Address: (if different from unit address)		ACC to Office	
Phone Numbers		MATA Response to Request	
<b>BRIEFLY DESCRIBE THE PROPOSED ALTERATION FOR</b>			
<b>LOCATION OF PROPOSED ALTERATION OR IMPROVEMENT</b>			
<b>GENERAL LOCATION</b>		<b>SPECIFIC LOCATION (i.e. windows, shutters, gutters, etc.)</b>	
	FRONT OF TOWNHOUSE		
	BACK OF TOWNHOUSE		
	PATIO		
	ROOF OF HOUSE		
	OTTHER (describe)		
<b>MATERIALS NECESSARY FOR PROPOSED IMPROVEMENT (check off and give complete info)</b>			
	PAINT COLOR (5)		
	STAIN COLOR (5)		
	LUMBER TYPE (5)		
	SCREEN TYPE (5)		
	CEMENT		
	PIPE		
	ELECTRICAL		
	FENCE TYPE (5)		
	HEIGHT		
	OTHER		
<b>CONSTRUCTION COMPANY &amp; JOB INFORMATION</b>			
COMPANY NAME / CONTRACTOR NAME			
FULL ADDRESS			
PHONE NUMBERS			
START / COMPLETE DATES			

\* Please make sure to attach all contracts (if there are any available at this time) drawings and/or plans, as well as your contractors insurance. Please also be aware that all building permits must be pulled and this tentative approval is contingent upon the receipt of any executed contracts (if not provided previously) and building permits, which are generally pulled after approval and contract execution.

Signature of Homeowner \_\_\_\_\_ Date \_\_\_\_\_

<b>FOR ARCHITECTURAL CONTROL COMMITTEE USE ONLY</b>	
Approved _____	Denied _____
Comments / Provisions of Approval / Reason for Denial: _____	
_____	
_____	

**MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"**

**CLUBHOUSE LEASE AGREEMENT**

MEMORIAL ASHFORD TOWNHOUSE CORPORATION ASSOCIATION agrees to lease the clubhouse facilities located at 14717 Perthshire, Houston Texas, to \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, for the purpose of \_\_\_\_\_, for \$50.00 donation and a \$250 deposit.

Lessee agrees as follows:

1. There shall be no assignment of this lease.
2. The clubhouse shall not be leased for any commercial, religious purpose or venture for profit to benefit the Lessee or guests, and no charge shall be collected from the individual unless approved in writing by the Memorial Ashford Townhouse corporation "Association" Board of Directors.
3. Lessee will pay the donation and deposit prior to occupancy.
4. No more than 50 people are authorized to occupy the clubhouse area at any time during rental period. It is required that one security guard (from Front Line Protective Service) be present for every gathering over 25 people. The lessee must provide the security service at his own expense since the security is to protect the guests and the guests' property. The Lessee, for all parties involving teenagers, must hire a security guard. Functions for children 6 years or under must be well chaperoned by adults. A security guard should not be needed for toddlers.
5. The lessee will be personally liable for any damage to clubhouse, clubhouse facilities and surrounding property during the time leased. The Lessee agrees to leave all furniture and fixtures in the same place and condition as when the facilities are leased. No tape shall be used if decorations are put up. Only pushpins or thumbtacks may be used.
6. Lessor will be held harmless from any damages to Lease or guests of Lessee during the term of the lease.
7. In the event that any provision of this lease must be enforced by legal action, 10% per annum interest and reasonable attorney's fees will be added to the amount of the settlement.

As a condition of the leasing of Memorial Ashford Clubhouse, I, \_\_\_\_\_, represent to you that I am at least 18 years of age, a property owner or a resident (delegated by Property Owner) in the Memorial Ashford Townhouse Corporation "Association" and in agreement with the following terms:

1. I acknowledge that under this agreement I shall have exclusive use only of the clubhouse. Use of the swimming pool is not governed by this agreement.
2. I agree to lock the clubhouse before leaving the clubhouse.
3. Parking will be only single lane parallel to the club at the clubhouse. Other parking can be allowed for a limited time on to other common area parking, but a designated representative of Memorial Ashford will have the authority to remove, at the owner's expense, any illegally parked vehicles.
4. I agree that by noon of the day following use of the clubhouse facilities, I will complete the following:



**MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
“ASSOCIATION”**

- a. Return the keys, which I am furnished, to the designated representative of Memorial Ashford Townhouse Corporation “Association.”
  - b. Remove from the clubhouse, clubhouse facilities, and surrounding property, all paper, bottles, trash, and other materials.
  - c. Vacuum all carpeted area and clean carpet.
  - d. Clean the restrooms including fixtures, vanities, and floors.
  - e. Repair or pay for all necessary repairs to the clubhouse, the premises around such facilities, and the furniture, plants, equipment and other personal property in or on the premises, which results from the use of such facilities and premises by me and my guests, excluding items previously reported on the Clubhouse Deficiency List.
5. I agree to remain on the premises during my lease of the premises.
6. During my use of the premises, I accept the total responsibility to chaperon any persons who are under 15 years of age.
7. During my use of the premises, there shall be no music played or broadcast outside the clubhouse. The doors and windows to the clubhouse shall be kept closed. The noise from the sources shall not disturb the residents around the clubhouse.
8. During my use of the clubhouse, no additional outside lighting shall be used.
9. No alcohol is to be consumed by Lessee or their guests on Clubhouse property.
10. No grills / barbecue [its of any type may be used by the Lessee or guests in the clubhouse or surrounding property.

The deposit will be refunded under the following conditions:

1. The clubhouse grounds and pool area are left in the same condition as when leases;
2. The premises are vacated no later than 12:00 PM;
3. The clubhouse key is returned to a designated representative of the Memorial Ashford Townhouse Corporation “Association; and
4. Verification of condition has been made by inspection with the designated representative of Memorial Ashford and the Lessee.
5. All the terms and conditions of the lease are adhered to.
6. Deficiencies will be deducted from your deposit as follows:
  - a) Carpet cleaning..... \$100.00
  - b) Carpet..... At Cost
  - c) Touch-up Paint..... \$50.00
  - d) Complete Paint..... \$300.00
  - e) Cushions Cleaned..... At Cost
  - g) A/C Charge .....At Cost
  - h) Sheetrock Repair.....At Cost
  - i ) Window Repair .....At Cost
  - j ) Plumbing.....At Cost



**MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
"ASSOCIATION"**

Lessee shall receive the full amount of security deposit less damages as allowed under Condition "6".  
Once this agreement is signed each and every provision contained herein is binding upon the parties.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Lessee

\_\_\_\_\_  
Phone Number of Lessee

\_\_\_\_\_  
Signature of MATC Representative

\_\_\_\_\_  
Date

Deficiencies Noted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of MATC Representative

\_\_\_\_\_  
Date of Inspection

**Memorial Ashford Townhouse Corporation "Association"  
HOMEOWNER / TENANT PARKING STICKER REQUEST**

**HOMEOWNER INFORMATION**

UNIT # \_\_\_\_\_

NAME :				
ADDRESS:				
PHONE NUMBER:	HOME PHONE #	(      )	HIS WORK PHONE	(      )
	ALTERNATE #	(      )	HER WORK PHONE	(      )
CHILD NAME			Birth Date	
CHILD NAME			Birth Date	
CHILD NAME			Birth Date	
CHILD NAME			Birth Date	

**IF UNIT / TOWNHOUSE IS RENTED TO A TENANT --- HOMEOWNER MUST COMPLETE AND SIGN THE FOLLOWING:**

Members of MATA must designate, in accordance with the by-laws, his/her right of enjoyment to the common area and facilities to his/her family, his/her tenants who reside on the property. Association members will be held legally and financially responsible for anyone's actions and will be required to reimburse the Association for any damages done by whomever they designate. The owner must provide a copy of the completed lease (current lease term is from \_\_\_\_\_ to \_\_\_\_\_) and acceptable identification before any pool keys or use of the clubhouse will be allowed.

This information is necessary in the event of an emergency and must be updated as each lease term is completed or any such new move-in occurs. The homeowner is also responsible for all mailbox keys or locks as access o the mailboxes can be made only through the United States Postal Service.

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**TENANT INFORMATION**

NAME :				
PHONE NUMBER:	HOME PHONE #	(      )	HIS WORK PHONE	(      )
	ALTERNATE #	(      )	HER WORK PHONE	(      )
CHILD NAME			Birth Date	
CHILD NAME			Birth Date	
CHILD NAME			Birth Date	
CHILD NAME			Birth Date	

**CAR STICKER INFORMATION / REQUEST FORM**

I NEED \_\_\_\_\_ PARKING STICKERS. Please supply the following information on your vehicles for each parking sticker requested.

STICKER #1		STICKER #2		STICKER #3	
License Plate		License Plate		License Plate	
Color		Color		Color	
Year		Year		Year	
Make		Make		Make	
Model		Model		Model	

**Memorial Ashford Townhouse Corporation "Association"  
REVOCABLE LEASE**

\_\_\_\_\_  
("Association"), hereby grants to \_\_\_\_\_,  
his heirs, assigns and successive owners ("Owners") of the unit located at \_\_\_\_\_, and legally  
described as: \_\_\_\_\_,  
\_\_\_\_\_ in the City of Houston, Harris County, Texas, a Revocable License to  
perform the following work and effect the following changes on the exterior of the above-described premises: .  
\_\_\_\_\_  
\_\_\_\_\_

It is understood that the Owner of said unit is wholly responsible for the maintenance and repair of the above-described exterior alteration. The Owner shall also assume any and all responsibility for damage to the common elements caused by the above-described alteration. Should the Owner fail to maintain the alteration in a manner acceptable to the Board of Directors of the Association, or should the installation or presence of said alteration, damage or otherwise interfere with common or limited common elements of the Association, then, upon thirty (30) days written notice from the Association to the Owner, setting forth such damage or failure to maintain, this license shall be revoked without notice to Owner and the alteration shall be removed by the Owner within ten (10) days thereafter, at the Owner's expense. If the Owner fails to remove the alteration within the required ten (10) days, then the Association shall have the right to remove the alteration and charge the Owner for all expenses incurred in the removal.

All terms and conditions of the Association's Declaration, By-Laws, Rules and Regulations pertaining to exterior alterations and maintenance shall remain in full force and effect, and shall be strictly followed by the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ASSOCIATION

AGREED AND ACCEPTED BY OWNER

\_\_\_\_\_

\_\_\_\_\_

(Print name and title)

(Print name)

STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_

My Commission expires: \_\_\_\_\_ Notary Print Name \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_

My Commission expires: \_\_\_\_\_ Notary Print Name \_\_\_\_\_

**Memorial Ashford Townhouse Corporation "Association"  
SWIMMING POOL AGREEMENT**

**RULES FOR SWIMMING POOL USE**

**MEMORIAL ASHFORD HOMEOWNERS ONLY \* TRESPASSERS WILL BE PROSECUTED  
NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK**

1. No children under 12 allowed without adult (18 or older) supervision inside the pool area. Children who are non-swimmers must be outfitted with approved life preservers.
2. Regulation swimwear only. No shoes or cut-offs allowed in pool.
3. No glassware of any type.
4. No running, excessive noise or disorderly annoying or improper conduct including horseplay, loud radios, or profanity allowed.
5. No bicycles, skates, skateboards, tennis balls, hard rubber balls, balloons or other improper objects allowed within enclosed pool area.
6. Guests must be accompanied by an Association Member or authorized tenant.
7. The Board limits the number of guests per household to two (2) unless the member receives prior permission from management. Identification of extra guests must be exhibited (if requested)
8. No pets allowed within the enclosed pool area.
9. Persons with open sores or wounds are prohibited from pool use.
10. No grills / barbecue pits are permitted within the pool area.
11. POOL HOURS: 6 am To 10 pm
12. Gates shall be locked at all times.
13. Association Members with assigned keys shall not open pool gates for Association Members that do not have an assigned key issued from the office.
14. There will be a charge of \$25.00 to replace lost keys.

---

**AGREEMENT**

---

I, \_\_\_\_\_, the undersigned party, owner of the townhouse unit at \_\_\_\_\_, hereby affirm to Memorial Ashford Townhouse Corporation "Association" whose office is at 1800 Augusta # 200, Houston, TX 77057, that (1) I have read the rules stated in "**RULES FOR SWIMMING POOL USE**" above, and by accepting this key at charge and by signing my name below that I have understood the rules and terms of this agreement; and, (2) I agree to abide by these rules for myself, my family, my tenants, my guests, my invitees or for any party to whom I loan the key.

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Name				Date Issued	
Check Number		Amount	\$	Issued By:	
Date New Key Issued		Issued by:			
Reason for New Key:					
Check Number		Amount		Issued By:	
Date Key Returned		Received By:			



**Memorial Ashford Townhouse Corporation "Association"**  
**TENNIS COURT AGREEMENT**

**RULES FOR TENNIS COURT USE:**

- a) Operation hours for all tennis courts are from 8 AM to 10 PM.
- b) The tennis courts shall be used on a first come basis; if people are waiting, court time shall be restricted to a maximum of one-hour continuous play.
- c) Tennis courts are exclusively for tennis; other activities are prohibited.
- d) Swinging or climbing on the nets, windscreens, fences and other tennis court equipment are prohibited and will be treated as vandalism. Cost of repairs will be assessed against the homeowner whose key permitted entry to the vandals.
- e) Running, excessive noise and disorderly conduct are prohibited.
- f) No bicycles, skates, skateboards, or other objects other than tennis equipment will be permitted within the tennis court areas.
- g) No grills / barbecue pits are permitted within the tennis court area.
- h) There will be a charge of \$25.00 to replace lost keys.
- i) This key cannot be given away; it is to be returned to Memorial Ashford Townhouse Corporation when the Homeowner sells, assigns, or otherwise passes title to their unit, and will be issued only to the Homeowner.
- j) Duplication of the tennis court gate key is strictly forbidden. Anyone caught having duplicated the key will be assessed the cost of re-keying the gate lock and for the cost of re-issuance of keys of all homeowners who have not violated this rule.
- k) The Homeowner who signs for the tennis court key will be held strictly liable for any damage to the tennis court area caused by the Homeowner, the Homeowner's family, tenants, guests, invitees, or by any parties to whom the Homeowner loans the key.

**AGREEMENT**

I, \_\_\_\_\_, the undersigned party, owner of the townhouse unit at \_\_\_\_\_, hereby affirm to Memorial Ashford Townhouse Corporation "Association" whose office is at 1800 Augusta Dr # 200, Houston, TX 77057, that (1) I have read the rules stated in "**RULES FOR TENNIS COURT USE**" above, and by accepting this key at charge and by signing my name below that I have understood the rules and terms of this agreement; and, (2) I agree to abide by these rules for myself, my family, my tenants, my guests, my invitees or for any party to whom I loan the key.

\_\_\_\_\_  
 Name (signature)

\_\_\_\_\_  
 Date

**FOR OFFICE USE ONLY**

Name		Date Issued	
Check Number	Amount \$	Issued By:	
Date New Key Issued	Issued by:		
Reason for New Key:			
Check Number	Amount \$	Issued By:	
Date Key Returned	Received By:		





**Memorial Ashford Townhouse Corporation "Association"**  
**VACATION WATCH FORM**  
 HARRIS COUNTY CONSTABLE'S OFFICE  
 PRECINCT FIVE

Contract #: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Office No. (if Required) \_\_\_\_\_

Date Leaving \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_ Date Return \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_

**VEHICLES:**

	Year	Make/Model	License No.	Indicate Location	
				Carpot	Common Area

Lights Left On:       Yes                       No

Timers on Lights:     Yes                       No (if "Yes" on timers, Give Room Locations:)

Room(s): \_\_\_\_\_

**ALARM:**

Yes                       No                      Alarm Company Contact No.: \_\_\_\_\_

**BACK GATE**

Locked                       Unlocked

**PETS:**

Yes                       No

**VISITORS**

Name	Address	Telephone (please include area code)	
		Home	Business

**IN THE EVENT OF EMERGENCY, PLEASE CONTACT:**

Name	Address	Telephone (please include area code)	
		Home	Business

Additional Information (Comments): \_\_\_\_\_

**Mail or Drop-off Completed Form To:**  
 Memorial Ashford Townhouse Corporation  
 14717 Perthshire Rd.  
 Houston, TX 77079  
 (281) 521-8699

**Harris County Constable**  
Precinct Five  
 17423 Katy Freeway  
 Houston, Texas

**CERTIFICATE OF CORPORATE RESOLUTION OF  
BOARD OF DIRECTORS  
MEMORIAL ASHFORD TOWNHOUSE CORPORATION  
(DISCLOSURE AS TO MAINTENANCE OF INSURANCE ON TOWNHOUSES)**

The undersigned Secretary of Memorial Ashford Townhouse Corporation, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors of the Association held on October 30, 2008, with at least a majority of the Board of Directors being present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions" for the Memorial Ashford Townhouse planned unit development recorded under County Clerk's File No. D5999912 of the Real Property Records of Harris County, Texas and any and all amendments thereto (the "Declaration"), the Association is responsible, among other responsibilities, for maintaining the common areas of the Memorial Ashford Townhouse property (the "Property") and administering the restrictive covenants set forth therein; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the long standing, existing custom, practice, and policy of the Association, as to the policy for maintenance of insurance on the individually owned townhouses, and to provide disclosure of such policy to prospective future Owners of lots at the Property as to such policy;

NOW THEREFORE, formal notice is hereby given to all current Owners of lots at the Property as to the existing policy of the Association, and to all prospective, future Owners of lots at the Property of the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO MAINTENANCE  
OF INSURANCE ON TOWNHOUSES**

1. Notwithstanding any provision of Article VI, Section 12 of the Declaration to the contrary, and consistent with the historic and long standing custom, practice, and policy of the Association, the Association (i) DOES NOT purchase, maintain, or provide any insurance coverage on the individually owned Townhouses, (ii) DOES NOT request proof of insurance coverage from individual owners as to insurance on individually owned Townhouses; and (iii) DOES NOT monitor, review, or otherwise determine whether any individual owner has adequate insurance coverage as to such individually owned Townhouses.

2. The individual Owners have been, are, and shall continue to be responsible, at their respective sole cost and expense, for purchasing and maintaining insurance coverage on their respective Townhouses in amounts deemed necessary and/or prudent by such individual Owner.

FILED FOR RECORD  
8:00 AM

JAN 15 2009

*Charles E. Newman*

RP 062-13-0460

3  
CMT  
M

122

3. In the event any individual Owner fails or refuses (for whatever reason) to purchase insurance coverage on his/her/its individual Townhouse, such Owner shall have been deemed to self-insure for any casualty loss or damage to such Townhouse; and in the event of a casualty loss, such individual Owner shall remain fully responsible to repair or rebuild his/her/its individual Townhouse irrespective as to whether such individual Owner had or maintained adequate insurance coverage.

The foregoing policy ratifies and confirms the long standing custom and practice of the Association, as well as, provides notice to all present and future Owners of such custom, practice, and policy of the Association.

MEMORIAL ASHFORD TOWNHOUSE CORPORATION, a  
Texas non-profit corporation

By Kelly Bellemans

Kelly Bellemans, Secretary  
December 17, 2008

RP 062-13-0461

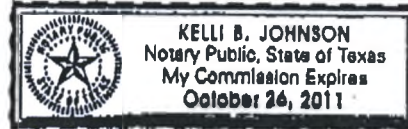
STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 17<sup>th</sup> day of December 2008, by Kelly Bellemans, Secretary of Memorial Ashford Townhouse Corporation., a Texas non-profit corporation, on behalf of said corporation.

*K. Johnson*  
Notary Public - State of Texas



RECORD AND RETURN TO:  
Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P. ✓  
Attn: Richard C. Lievens  
808 Travis Street, Suite 2600  
Houston, Texas 77002

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 printed herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 15 2009



*Barbara L. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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.

RP 062-13-0462

**SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**MEMORIAL ASHFORD TOWNHOUSE CORPORATION**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the Managing Agent for Memorial Ashford Townhouse Corporation, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements those certain instruments entitled "Notice of Dedicatory Instruments for Memorial Ashford Townhouse Corporation" and "Supplemental Notice of Dedicatory Instruments for Memorial Ashford Townhouse Corporation" filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. U211937 and U350990 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Other Dedicatory Instrument: In addition to the Restrictive Covenants identified in the Notice, 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. Documents.

- (1) Memorial Ashford Townhouse Corporation "Association".
- (2) Policy Resolution of the Board of Directors of Memorial Ashford Townhouse Corporation.
- (3) Certificate of Corporate Resolution of Board of Directors Memorial Ashford Townhouse Corporation (Disclosure as to Maintenance of Insurance on Townhouses).
- (4) Certificate of Amendment to the Bylaws of Memorial Ashford Townhouse Corporation.

b. Recording Information.

- (1) Harris County Clerk's File No. V536062.
- (2) Harris County Clerk's File No. Y049779.
- (3) Harris County Clerk's File No. 20090018553.
- (4) Harris County Clerk's File No. 20080277417.

2. Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice and the Dedicatory Instruments defined above, the following attached documents are Dedicatory Instruments governing the Association.

- a. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Memorial Ashford Townhouse Corporation.
- b. Payment Plan Policy for Memorial Ashford Townhouse Corporation.
- c. Records Retention Policy for Memorial Ashford Townhouse Corporation.
- d. Open Records Policy for Memorial Ashford Townhouse Corporation.

20  
Notice

RP 083-10-233Z



This Supplemental 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 Supplemental Notice is true and correct and the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 12 day of July, 2012.

MEMORIAL ASHFORD TOWNHOUSE CORPORATION

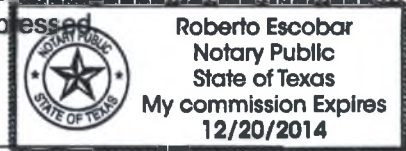
By: Creative Management Company, Managing Agent

Micky Marie McCall  
Micky McCall, Property Manager

*m/lee*

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 12 day of July, 2012 personally appeared Micky McCall, Property Manager for Creative Management Company, Managing Agent for Memorial Ashford Townhouse Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

  
Roberto Escobar  
Notary Public  
State of Texas  
My commission Expires  
12/20/2014

Notary Public in and for the State of Texas

*Roberto Escobar*

Return to:  
Butler | Hailey  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024  
214662

RP 083-10-2333

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

*for*  
**MEMORIAL ASHFORD TOWNHOUSE CORPORATION**

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Shanna Barzar, Secretary of Memorial Ashford Townhouse Corporation (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 26<sup>th</sup> day of April, 2012, 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 desire 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 of Memorial Ashford Townhouse Corporation.
- 1.2. **Declaration** - The "Declaration of Covenants, Conditions and Restrictions" recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. D599912 and any subsequent amendments and supplements thereof.
- 1.3. **Dedictory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Memorial Ashford, as more particularly defined in Section 202.001 of the Texas Property Code.

*ll*

- 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 Memorial Ashford Townhouse Corporation.
- 1.5. **Memorial Ashford** – All of Memorial Ashford Townhouses, a subdivision in Harris County, Texas within that certain tract or parcel of land containing 5.9275 acres, more or less, and being a part of Tract "C" in Block Two (2) of Westchester Subdivision, Section Three (3), an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 153, Page 106, of the Map Records of Harris County, Texas, and all amendments to or replats of said maps or plats, if any.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

**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 Memorial Ashford:

- 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 **must** be located on an Owner's Lot and is **not** permitted on a Lot between the front of the Townhouse on the Lot and an adjacent street or anywhere 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 Townhouse 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 Townhouse 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 Board.
  - (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the Townhouse, if any. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.
- b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and common area, unless otherwise approved in writing by the 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 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.

However, Section 202.010 of the Texas Property Code further provides that a property owner's association may enforce a provision in a dedicatory instrument that prohibits a solar energy device that is located on property owned or maintained by the property owner's association.

The Declaration obligates the Association to maintain, repair and replace the roofs of all buildings within Memorial Ashford. **Accordingly, Owners and occupants of Townhouses CANNOT install solar energy devices on the roofs of the Townhouses.**

9552-01-000 IN  
 RP 083-10-2936



The following Guidelines shall be applicable to other solar energy devices in Memorial Ashford:

- 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 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 in a fenced yard or patio within the Lot.
- 3.3. **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.
- 3.4. **Warranties.** A solar energy device shall not be installed on a Lot in a manner that voids material warranties.
- 3.5. **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 who is otherwise authorized to install shingles on the roof of the Owner's property 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.

The Declaration obligates the Association to maintain, repair and replace the roofs of all buildings within Memorial Ashford. **Accordingly, Owners and occupants of Townhouses CANNOT install storm or energy efficient shingles on the roofs of the Townhouses.**

REP 083-10-2337



**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.

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.** The Declaration obligates the Association to maintain and repair all exterior building surfaces. **Accordingly, a flagpole may not be attached or mounted on an exterior wall of a Townhouse without the prior written approval of the Board.** Above-ground flagpole stands and/or footings and illumination under Section 5.6 must be approved by the Board. Additionally, in order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the Board for prior approval in all instances. 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, if approved in writing by the Board, flagpole attached to the Townhouse or garage (on a permanent or temporary basis) is permitted on a Lot, which may not exceed five inches (5") in diameter, without the approval of the Board.
  - 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 freestanding flagpole 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 Townhouse on the Lot on which it is located.
  - d. A freestanding flagpole shall not be located in an easement or encroach into an easement.
  - e. A freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration.

- f. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- g. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association, including but not limited to all Common Area.
- h. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- i. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the Board may require the installation of landscaping to screen the stand and/or footing from view.

**5.5. Flags.**

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

**5.6. Illumination.** Illumination of a flag is permitted but the lighting must be 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 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

SEEZ-01-EBG JM

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 Memorial Ashford:

- 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 Lot except on the entry door or door frame of the Townhouse. 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 Townhouse 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 Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays.

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.

RP 083-10-2340

TO CERTIFY which witness my hand this the 21 day of June, 2012.

MEMORIAL ASHFORD TOWNHOUSE CORPORATION

By: Shanna Barzaa  
Shanna Barzaa, Secretary  
BARZAR

THE STATE OF TEXAS §  
  §  
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 21 day of June, 2012 personally appeared Shanna Barzaa, Secretary of Memorial Ashford Townhouse Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Micky Marie McCall  
Notary Public in and for the State of Texas

~~Return to:  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
210284~~



RECORDER'S MEMORANDUM  
This instrument was damaged at the  
time received for filing.

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2012 JUL 17 PM 3:30

FILED



**PAYMENT PLAN POLICY**  
*for*  
**MEMORIAL ASHFORD TOWNHOUSE CORPORATION**

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Shanna Barzar, Secretary of Memorial Ashford Townhouse Corporation (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 26<sup>th</sup> day of April, 2012, 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 a minimum of three (3) months and a maximum of six (6) months. The Owner shall determine whether the payment plan shall be for the maximum term of six (6) months or a shorter term.
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 (3<sup>rd</sup>) 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: \$25.00 per payment for the preparation of a Payment Plan Agreement and for receiving, documenting and processing each payment. During the term of the payment plan, interest at the rate provided in the Declaration or by law shall continue to accrue on delinquent assessments.

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

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

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

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

TO CERTIFY which witness my hand this the 21 day of June, 2012.

**MEMORIAL ASHFORD TOWNHOUSE CORPORATION**

By: Shanna Barzaar  
Shanna Barzaar, Secretary  
BARZAR

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

BEFORE ME, the undersigned notary public, on this 21 day of June, 2012 personally appeared Shanna Barzaar, Secretary of Memorial Ashford Townhouse Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Micky Marie McCall  
Notary Public in and for the State of Texas

~~Return to:  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
210276~~



**RECORDS RETENTION POLICY**  
*for*  
**MEMORIAL ASHFORD TOWNHOUSE CORPORATION**

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

I, Shanna Barzar, Secretary of Memorial Ashford Townhouse Corporation (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 26<sup>th</sup> day of April, 2012, 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.**

<b>Record Description</b>	<b>Record Retention Period</b>
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



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.

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 21 day of June, 2012.

**MEMORIAL ASHFORD TOWNHOUSE CORPORATION**

By: Shanna Barzaa  
 Shanna Barzaa, Secretary  
 BARZAR

THE STATE OF TEXAS           §  
   §  
 COUNTY OF Harris           §

BEFORE ME, the undersigned notary public, on this 21 day of June, 2012 personally appeared Shanna Barzaa, Secretary of Memorial Ashford Townhouse Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Micky Marie McCall  
 Notary Public in and for the State of Texas

Return to:  
 Butler | Hailey  
 8901 Gaylord, Suite 100  
 Houston, Texas 77024  
 210279



RP 083-10-2347



**OPEN RECORDS POLICY**  
*for*  
**MEMORIAL ASHFORD TOWNHOUSE CORPORATION**

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Shanna Barzar, Secretary of Memorial Ashford Townhouse Corporation (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 26<sup>th</sup> day of April, 2012, 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 (10<sup>th</sup>) 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.

RP 083-10-2348

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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) 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.

RP 083-10-2349

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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

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

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

RP 083-10-2350

- 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 21 day of June, 2012.

MEMORIAL ASHFORD TOWNHOUSE CORPORATION

By: Shanna Barzaar  
Shanna Barzaar, Secretary  
BARZAAR

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

BEFORE ME, the undersigned notary public, on this 21 day of June, 2012 personally appeared Shanna Barzaar, Secretary of Memorial Ashford Townhouse Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Micky Marie McCall  
Notary Public in and for the State of Texas

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



210278

**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.

RP 083-10-2351

RP 083-10-2352

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

JUL 17 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS