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GUIDELINES AND POLICIES

FOR THE

MARYWOOD HOMEOWNER'S ASSOCIATION 1EE

ER 027 - 04 - 1114

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MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Production, Inspection and Copying of Association Documents</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To allow the request and production of Association Documents to be available in a manner that is effective, economical and in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. Association Documents shall be reasonably available to every owner. An owner may also designate in writing any other person (such as an attorney, CPA or agent) as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized. 2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must: <ol style="list-style-type: none"> a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and b. contain sufficient detail to identify the specific Association Documents being requested; and c. indicate whether the owner or proxy would like to inspect the Association Documents before possibly obtaining copies or if the specified Association Documents should be forwarded. If forwarded, the letter must indicate the format, delivery method and address: <ol style="list-style-type: none"> (1) <u>format</u>: electronic files, compact disk or paper copies (2) <u>delivery method</u>: email, certified mail or pick-up 3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide: <ol style="list-style-type: none"> a. the requested Association Documents, if copies were requested and any required advance payment had been made; or b. a written notice that the Association Documents are available and offer dates and times when the Association Documents may be inspected by the owner or their proxy during normal business hours at the office of the Association; or c. a written notice that the requested Association Documents

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are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or

- d. a written notice that a request for delivery does not contain sufficient information to specify the Association Documents desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Association Documents cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the Association Documents is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and Association Documents in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.
- The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Association Documents and certain Association Documents are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Association Documents requests copies of certain Association Documents during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.

	<p>7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:</p> <ul style="list-style-type: none"> a. black and white 8 ½ " x 11" single sided copies ... \$0.10 each b. black and white 8 ½ " x 11" double sided copies ... \$0.20 each c. color 8 ½" x 11" single sided copies ... \$0.50 each d. color 8 ½" x 11" double sided copies ... \$1.00 each e. PDF images of documents ... \$0.10 per page f. compact disk ... \$1.00 each g. labor and overhead ... \$18.00 per hour h. mailing supplies ... \$1.00 per mailing i. postage ... at cost j. other supplies ... at cost k. third party fees ... at cost <p>8. Any costs associated with a Association Documents request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Association Documents and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.</p> <p>9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Association Documents request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declaration.</p> <p>10. On a case-by-case basis where an owner's request for Association Documents is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.</p> <p>11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.</p>
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The above guidelines are effective upon recordation in the Official Public Records of county in which the Association is located, and supersede any other guidelines, which may have previously been in effect concerning the title shown above. Except as affected by an applicable state statute and/or by this guidelines or policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Document Retention Policy</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To provide for the efficient and economical retention of Association Documents in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. Association Documents ("Association Documents") may be maintained in paper format or in an electronic format that can be readily transferred to paper. 2. Association Documents will be retained for the durations listed below: <ol style="list-style-type: none"> a. <u>Permanently:</u> certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments; and b. <u>Seven Years:</u> <ol style="list-style-type: none"> (i) financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements (for example the July 2011 financial statements shall be retained until July 31, 2018); and (ii) minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and (iii) tax returns and CPA audit records for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and (iv) applications, variances, waivers or related matters associated with individual properties for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018). c. <u>Four Years:</u> contracts with a term of one year or more for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and c. <u>Five Years:</u> account records of current owners for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and d. <u>One Year:</u> account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.

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	<ol style="list-style-type: none"><li data-bbox="407 226 1528 331">3. Any Association Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.<li data-bbox="407 338 1528 443">4. Upon expiration of the retention period listed above, the Association Documents shall no longer be considered Association Documents and may be destroyed, discarded, deleted, purged or otherwise eliminated.
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MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Payment Plan Policy</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To allow members to pay assessments in installment in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy. 2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan. 3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner. 4. The Payment Plan becomes effective and is designated as "active" upon: <ol style="list-style-type: none"> a. receipt of from the owner of a fully completed and signed Payment Plan form; and b. receipt of the first payment under the Payment Plan; and c. acceptance by the Association as compliant with this Policy. 5. A Payment Plan may be as short as three (3) months but not longer than eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan. <ol style="list-style-type: none"> a. Total balance of a single annual assessment...3 months b. Total balance up to 2 times annual assessment... up to 6 months c. Total balance up to 3 times annual assessment... up to 12 months d. Total balance greater than 3 times annual assessment... up to 18 months 6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.

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	<p>7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.</p> <p>8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.</p> <p>9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:</p> <ul style="list-style-type: none"> a. fails to return a signed Payment Plan form with the initial payment; or b. misses a payment due in a calendar month; or c. makes a payment for less than the agreed upon amount; or d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles. <p>In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.</p> <p>10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.</p> <p>11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and the law.</p> <p>12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.</p>
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MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Guidelines for Display of Flags</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To provide the guidelines for the display of certain flags in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. These Guidelines apply to the display of ("Permitted Flags"): <ol style="list-style-type: none"> a. the flag of the United States; and b. the flag of the State of Texas; and c. the official flag of any branch of the United States armed forces. 2. These Guidelines do <u>not</u> apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to: <ol style="list-style-type: none"> a. flags for schools, sports teams, businesses or foreign countries; or b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or c. historical versions of flags permitted in section 1 above. 3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags. 4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code. 5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door. 6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size. 7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall. 8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.

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	<p>9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached "flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.</p> <p>10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.</p> <p>11. Free-standing flagpoles may <u>not</u> be installed in any location described below:</p> <ul style="list-style-type: none"> a. in any location other than the Owner's property; or b. within a ground utility easement or encroaching into an aerial easement; or c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house). <p>12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:</p> <ul style="list-style-type: none"> a. be ground mounted in the vicinity of the flag; and b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb. <p>13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.</p>
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	<ol style="list-style-type: none"><li data-bbox="505 184 1425 279">14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.<li data-bbox="505 300 1425 426">15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.
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MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Guidelines for Display of Certain Religious Items</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To provide guidelines for the display of certain religious items in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include anything related to any faith that is motivated by the resident's sincere religious belief or tradition. 2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size. 3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame. 4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not: <ol style="list-style-type: none"> a. threaten public health or safety; or b. violate any law; or c. contain language, graphics or any display that is patently offensive to a passerby. 5. Approval from the Association is not required for displaying religious items in compliance with these guidelines. 6. As provided by Section 202.018 of the Texas Property Code, the Association may remove any items displayed in violation of these guidelines.

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MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Guidelines for Roofing Materials</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To provide guidelines for certain roofing materials in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Association. Wood shingles are specifically prohibited for safety reasons. 2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows. 3. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed. 4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced. 5. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles. 6. Subject to Section 8 below and with advance written approval from the Association, an owner may install shingles ("Alternative Shingles") which are designed primarily to: <ol style="list-style-type: none"> a. be wind and hail resistant; or b. provide heating or cooling efficiencies greater than traditional composition shingles; or c. provide solar energy capture capabilities. 7. Once installed, any such Alternative Shingles must: <ol style="list-style-type: none"> a. resemble the shingles used or authorized to be used on other structures within the Association; and b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and c. match the aesthetics of properties surrounding the owner's property.

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MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Guidelines for Solar Energy Devices</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To provide guidelines for the use of certain solar energy devices in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means 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 energy. 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. 2. Such Devices may only be installed with advance written approval of the Association subject to these guidelines. 3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas. 4. Such Devices may only be installed in the following locations: <ol style="list-style-type: none"> a. on the roof of the main residential dwelling; or b. on the roof of any other approved structure; or c. within a fenced yard or patio. 5. For Devices mounted on a roof, the Device must have no portion of the Device higher than the roof section to which it is attached.

The above guidelines are effective upon recordation in the Official Public Records of county in which the Association is located, and supersede any other guidelines, which may have previously been in effect concerning the title shown above. Except as affected by an applicable state statute and/or by this guidelines or policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

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MARYWOOD HOMEOWNER'S ASSOCIATION

TITLE:	<i>Guidelines for Rainwater Recovery Systems</i>
EFFECTIVE DATE:	October 1, 2011

PURPOSE:	To provide guidelines for the use of certain rainwater recovery systems in compliance with state law.
GUIDELINE:	<ol style="list-style-type: none"> 1. Rainwater Recovery Systems ("Systems") may be installed with advance written approval of the Association subject to these guidelines. 2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas. 3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by: <ol style="list-style-type: none"> a. placement behind a solid fence, a structure or vegetation; or b. by burying the tanks or barrels; or c. by placing equipment in an outbuilding otherwise approved by the Association. 4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions: <ol style="list-style-type: none"> a. the barrel must not exceed 55 gallons; and b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use. 5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas. 6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate Association approved ponds may

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	<p>be used for water storage.</p> <ol style="list-style-type: none"><li data-bbox="506 214 1437 283">7. Harvested water must be used and not allowed to become stagnant or a threat to health.<li data-bbox="506 296 1437 426">8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.
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Corporate Secretary's Certificate

I, Patricia Frese, as Secretary of the Marywood Homeowner's Association, Inc. ("Association"), hereby certify that the attached document is an original or true and correct copy of the Guidelines and Policies of the Association.

Patricia Frese
Patricia Frese, Secretary

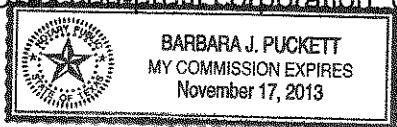
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this the 30th day of September 2011 by Patricia Frese, as Secretary of Marywood Homeowner's Association, Inc., a **10R** Texas non-profit corporation, on behalf of the non-profit corporation.



Seal Showing Name and Commission Expiration

Barbara J. Puckett
Notary Public in and for the State of Texas

20110418787
Pages 19
10/05/2011 08:49:37 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 84.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS