AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Terry H. Sears, who, being by me duly sworn according to law, stated the following under oath:

"My name is Terry H. Sears. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Woods of Wimbledon Civic Association, Inc., a Texas non-profit corporation (the "Association") and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as defined in Section 202.001(2) and Section 204.004 of the Texas Property Code.

Attached hereto is the original of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) Articles of Incorporation; 2) Articles of Amendment; 3) Guidelines for Display of Certain Religious Items; 4) Guidelines for Display of Flags; 5) Guidelines for Rainwater Recovery Systems; 6) Records Production and Copying Policy; 7) Document Retention policy; and 8) Payment Plan Policy. The document attached hereto is subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

a. The Woods of Wimbledon, a subdivision of record in Harris County, Texas, according to the map or plat thereof, recorded in Volume 257, Page 95, of the Real Property Records of Harris County, Texas.

- b. The Woods of Wimbledon Reservations, Restrictions and Covenants recorded on October 4, 1977, under County Clerk's File Number F322093, and under Film Code No. 177-03-0705 et seq. of the Official Public Records of Harris County, Texas.
- c. Management Certificate of Woods of Wimbledon Civic Association, Inc., recorded on June 7, 2013, under County Clerk's File Number 20130278652, and Film Code No. RP087-39-0251 et seq. in the Official Public Records of Harris County, Texas.
- d. By-Laws of Woods of Wimbledon Civic Association, Inc., recorded on December 21, 2012, under County Clerk's File Number 20120589783, and Film Code No. RP085-21-0929 in the Official Public Records of Harris County, Texas.

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e. Management Certificate of Woods of Wimbledon Civic Association, Inc., recorded on September 18, 2013, under County Clerk's File Number 20130479054, and Film Code No. RP088-79-0222 et seq. in the Official Public Records of Harris County, Texas.

SIGNED on this the ZZnd day of January, 2014.

Printed Name: Terry H. Seaps

Position Held: Attorney and Agent for Woods of

Wimbledon Civic Association, Inc.

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VERIFICATION

THE STATE OF TEXAS

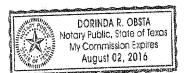
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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Terry H. Sears, who, after being duly sworn stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the Zanday of January, 2014.



Notary Public – State of Texas

AFTER RECORDING RETURN TO: SEARS | BENNETT | LLP ATTORNEYS AT LAW 9700 RICHMOND AVENUE, SUITE 222 HOUSTON, TEXAS 77042

FILED
In the Office of the
Secretary of State of Texas

DEC 01 1978

Loina Salgran Deput Director, Corporation Division

ARTICLES OF INCORPORATION

OF

WOODS OF WIMBLEDON MAINLENANCE CORPORATION

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

ARITCLE ONE

The name of the corporation is WCCDS OF WIMBLEDON MAINTENANCE CORPORATION.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are: to promote the health, safety and welfare of the owners of parcels of land out of and being a part of the subdivision known as Woods of Wimbledon, according to the map or plat thereof recorded in Volume 257, Page 95, of the Map Records of Harris County, Texas, hereinafter referred to as the "Land"; to preserve the high esthetic quality and atmosphere of the Land, and of neighboring property in Harris County, Texas, being developed by Kukeyendahl Development Group; to promote the health, safety and welfare of the residents within Woods of Wimbledon, and all additional sections of the subdivision known as Woods of Wimbledon ("Wimbledon"); and to do the following relating to the Land and to all sections of Wimbledon; to construct and maintain streets, roads, esplanades, parks, parkways, sidewalks and vacant lots; to collect garbage and refuse; to furnish fogging and spraying for insect controls; to improve and maintain any golf course or courses in Wimbledon; to hire or otherwise arrange for security and patrol services; to provide street lighting; and to supplement

municipal services. The corporation is organized for the further purposes, as follows: to fix maintenance charges to be levied against portions of the Land; to pay taxes, if any, on parcels of the Land retained by Wimbledon Development; to enforce the Reservations, Restrictions and Covenants applicable to Wimbledon appearing of record under County Clerk's Document No. F322093, Film Code No. 177-03-0623, Official Public Records of Real Property, Harris County, Texas, by actions at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees; and insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the owners of any portion of the Land and the residents of all sections of Wimbledon.

ARCTILE FIVE

The street address of the initial registered office of the corporation is 5629 FM 1960, Suite 301, Houston, Texas, 77069, and the name of its initial registered agent at such address is S. E. McCrory, Jr.

ARTICLE SIX

The number of directors constituting the inital Board of Directors of the comporation is three (3) and the names and addresses of the persons who are to serve as the initial directors are:

Vermon E. Hallbeck

5629 FM 1960, Suite 301

Houston, Texas 77069

S. E. McCrory, Jr.

5629 FM 1960, Suite 301

Houston, Texas 77069

Mary Ann Belnoske

5629 FM 1960, Suite 301 Houston, Texas 77069

ARTICLE SEVEN

The name and street address of each incorporator is:

Albert E. Butler

2714 Louisiana

Houston, Texas 77006

George M. Shanks, Jr.

2714 Louisiana

Houston, Texas 77006

David M. Tritter

2714 Louisiana

Houston, Texas 77006

ARTICLE EIGHT

Except as otherwise may be provided in the bylaws, the Board of Directors of the corporation is expressly authorized to alter, amend or repeal the bylaws or to adopt new bylaws for the corporation without any action on the part of the members.

IN WITNESS WHEREOF, we have hereunto set our hand, this 20th day of November , 1978.

ALBERT E. BUILER

SOORGE VI SHANKS, JR.

DAVID M. TRITTER

THE STATE OF TEXAS
COUNTY OF HARRIS

I, a Notary Public, do hereby certify that on this 30 day of Majandel 1978, personally appeared before me Albert E. Butler, George M. Shanks, Jr. and David M. Tritter, who each being by me duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public in and for Harris County, Texas

PATTI WOOD

Notary Public in and for Harris County, Tenas
My Commission Expires May 31, 1919
Bonded by Alexander Lovett, Lawyers Street 6* 1

ARTICLES OF AMENDMENT

FILED in the Office of the Secretary of State of Texas

MAR 09 1992

TO THE

ARTICLES OF INCORPORATION

Corporations Section Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of incorporation which will change the name of the coration.

ARTICLE ONE

The name of the corporation is WOODS OF WIMBLEDON MAINTENANCE CORPORATION.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted by the corporation on January 27, 1992.

Article One of the Articles of Incorporation is hereby amended so as to read as follows:

The name of the Corporation is WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC.

ARTICLE THREE

The amendment was adopted in the following manner:

(a). The amendment was adopted at a meeting of members held on January 27, 1992, at which a quorum was present, and the amendment received at least twothirds of the votes of the members present.

, 1992. Dated: March 3

JANE HOLLOWAY MY COMMISSION EXPIRES October 31, 1992

WOODS OF WIMBLEDON MAINTENANCE

CORPORATION

Michael B. George Its President

STATE OF TEXAS COUNTY OF HARRIS)

Before me, a notary public, on this day personally appeared Michael B. George, known to me to be the person whose name is subscribed to the foregoing document and, being by me first sworn, declared that the statements therein contained are true and correct.

March 3, 1992

Time / Selloway

WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC. GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

STATE OF TEXAS § KNOW ALL PERSONS BY THESE PRESENTS: COUNTY OF HARRIS §

WHEREAS, Woods of Wimbledon Civic Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Woods of Wimbledon Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Certain Religious Items within the community.

- 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 any thing 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:
 - 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 Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
- As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Woods of Wimbledon Civic Association, Inc. Guidelines for Display of Certain Religious Items Page 2 of 2

Approved and adopted by the Board on this day of 2013.

Steven Frankoff, President of Woods of Wimbledon Civic

Association, Inc.

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26 day of December, 2013.

KOLSTAN F. HOGAN Notary Public STATE OF TEXAS My Comm. Exp. Sept. 25, 2015 Notary Public, State of Texas

WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC. GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS \$ \$ KNOW ALL PERSONS BY THESE PRESENTS: COUNTY OF HARRIS \$

WHEREAS, Woods of Wimbledon Civic Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Woods of Wimbledon Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the community.

- These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
- 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:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in Section 1 above.
- Permitted Flags may be displayed subject to these guidelines. Advance written
 approval of the Architectural Control Committee 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.
- Permitted Flags must be displayed from a pole attached to a structure or to a freestanding 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.
- 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.
- 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.
- 11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. 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
 - 11.4. 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
 - 11.5. 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).
- 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:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. 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
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
- 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.

Woods of Wimbledon Civic Association, Inc. Guidelines for Display of Flags Page 3 of 3

- 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.
- 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.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this day of

Steven Frankoff, President of Woods of Wimbledon Civic

Association, Inc.

STATE OF TEXAS

§

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this It day of levember, 2013.

KOLSTAN F. HOGAN Notary Public STATE OF TEXAS My Comm. Exp. Sept. 26, 2015 Notary Public, State of Texas

WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC. GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS §

WHEREAS, Woods of Wimbledon Civic Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Woods of Wimbledon Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

- Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee 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:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
- 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;
 - a. the barrel must not exceed 55 gallons; and
 - 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
 - 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, Architectural Control Committee approved ponds may be used for water storage.
- Harvested water must be used and not allowed to become stagnant or a threat to health.
- 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.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this day of Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc.

STATE OF TEXAS

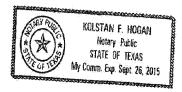
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COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this <u>H</u> day of <u>Occumber</u>, 2013.



Notary Public, State of Texas

WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC. RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS

\$ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS
\$

WHEREAS, Woods of Wimbledon Civic Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Woods of Wimbledon Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following Records Production and Copying Policy.

- Association Records shall be reasonably available to every owner. An owner may
 also provide access to Records to any other person (such as an attorney, CPA or
 agent) they designate in writing 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.
- 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:
 - 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 Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
- Within ten (10) business days of receipt of the request specified in Section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- a written notice that the requested Records are available for delivery once a
 payment of the cost to produce the records is made and stating the cost thereof;
- a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
- e. a written notice that the requested Records 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 records is made and stating the cost thereof.
- 4. The following Association Records are <u>not</u> 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 records 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 Records and certain Records 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 Records requests copies of certain Records 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.
- 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:

Woods of Wimbledon Civic Association, Inc. Records Production and Copying Policy Page 3 of 4

- a. black and white 8½"x11" single sided copies ... \$0.10 each
- b. black and white 8½"x11" double sided copies ... \$0,20 each
- c. color 81/2"x11" single sided copies ... \$0.50 each
- d. color 81/2"x11" 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
- i. other supplies ... at cost
- k. third party fees ... at cost
- Any costs associated with a Records request must be paid in advance of delivery by
 the owner or their proxy. An owner who makes a request for Records and
 subsequently declines to accept delivery will be liable for payment of all costs under
 this Policy.
- 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 Records 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 Deed Restrictions.
- On a case-by-case basis where an owner request for Records 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.
- 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.
- This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Woods of Wimbledon Civic Association, Inc. Records Production and Copying Policy Page 4 of 4

Approved and adopted by the Board on this day of

day of 201

Steven Frankoff, President of Woods of Wimbledon Civic

Association, Inc.

STATE OF TEXAS

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COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 16 day of free by , 2013.

Notary Public, State of Texas

KOLSTAN F. HOGAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Sept. 26, 2015

WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC. DOCUMENT RETENTION POLICY

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS §

WHEREAS, Woods of Wimbledon Civic Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Woods of Wimbledon Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following Document Retention Policy.

- 1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
- 2. Association Documents shall be retained for the durations listed below:
 - certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained 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. 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; and
 - e. contracts with a term of one year or more shall be retained 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
 - f. 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

- g. tax returns and CPA audit records shall be retained 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
- h. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained 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).
- Any 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.
- Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this day of

Steven Frankoff, President of Woods of Wimbledon Civic

Association, Inc.

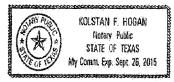
STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11 day of December, 2013.



Notary Public, State of Texas

SDG: WOW-0001

WOODS OF WIMBLEDON CIVIC ASSOCIATION, INC. PAYMENT PLAN POLICY

STATE OF TEXAS § KNOW ALL PERSONS BY THESE PRESENTS: COUNTY OF HARRIS §

WHEREAS, Woods of Wimbledon Civic Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Woods of Wimbledon Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209,0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following Payment Plan Policy.

- 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 Deed Restrictions. 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:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - acceptance by the Association as compliant with this Policy.
- A Payment Plan may be as short as three (3) months and as long as eighteen (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.
- 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.

- 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.
- 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:
 - 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.

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.

- 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.
- 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 Deed Restrictions and the law.
- 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.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this day of 2013.

Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc.

STATE OF TEXAS

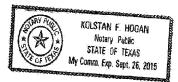
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COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared Steven Frankoff, President of Woods of Wimbledon Civic Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this day of Ocean her, 2013.



Notary Public, State of Texas

20140040634 # Pages 23 01/31/2014 15:43:20 PM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 100.00

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.

