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SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
BENDERS LANDING PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The undersigned, being the Managing Agent for Benders Landing Property Owners Association ("the Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instrument for Benders Landing Property Owners Association", "Supplemental Notice of Dedicatory Instrument for Benders Landing Property Owners Association", "Supplemental Notice of Dedicatory Instrument for Benders Landing Property Owners Association", "Supplemental Notice of Dedicatory Instrument for Benders Landing Property Owners Association" and "Supplemental Notice of Dedicatory Instruments for Benders Landing Property Owners Association" respectively filed of record in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File Nos. 2006-059697, 2007-097748, 2009-010874, 2010092506 and 2011082654 (the "Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association:

- a. Benders Landing Property Owners Association, Inc. Basketball/Tennis Court and Park Rules.
- b. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Benders Landing Property Owners Association.
- c. Payment Plan Policy for Benders Landing Property Owners Association.
- d. Records Retention Policy for Benders Landing Property Owners Association.
- e. Open Records Policy for Benders Landing Property Owners Association.

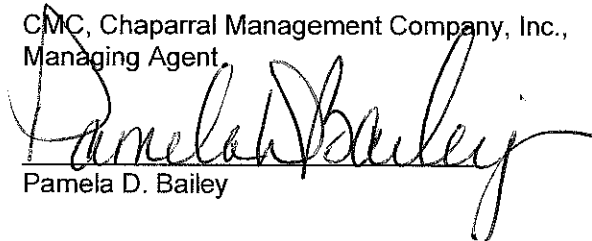
True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Montgomery 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 that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.



**BENDERS LANDING PROPERTY OWNERS
ASSOCIATION**

By: CMC, Chaparral Management Company, Inc.,
Managing Agent


Pamela D. Bailey

THE STATE OF TEXAS

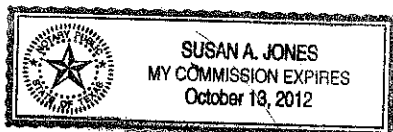
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COUNTY OF HARRIS

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BEFORE ME, the undersigned notary public, on this 30th day of September, 2011 personally appeared Pamela D. Bailey of CMC, Chaparral Management Company, Inc., Managing Agent for Benders Landing Property Owners Association, 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.




Notary Public in and for the State of Texas

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

204800

**BENDERS LANDING PROPERTY OWNERS ASSOCIATION, INC.
BASKETBALL/TENNIS COURT and PARK RULES**

1. Park Hours are Dawn to Dusk
2. Exception, Lighted Courts close at 10:00 PM
3. Speed Limit is 10 MPH, Park only in designated area
4. Operating a motor vehicle within a park, except on roads and parking lots, is prohibited.

The following are prohibited:

- Glass Container/s
 - Vandalism
 - Fires, except in BBQ Grills
 - Disorderly Conduct
 - Swimming in Lakes
 - Horseback Riding
 - Soliciting Funds or Donations
 - Distributing Circulars
 - Removal or destruction of vegetation
 - Littering and Dumping
 - Excessive Noise
 - Vehicles left overnight
 - Fireworks
 - Guns/Weapons
 - Selling Goods and Services
- Fishing in lakes and ponds is permitted with applicable license. Currently all lakes are "Catch: fishing areas".
 - All signs, placards, flags and banners must be approved before posting. For more information, please call CMC @ 281-537-0957.
 - Keep parks clean by placing litter in the proper receptacles.
 - Animals other than domestic dogs or cats are not permitted in the park. Owners must confine domestic dogs and cats, securing them with a leash less than 10 feet.
 - No one may kill, harm, trap, confine, or catch wildlife within the park.
 - The use of loud speakers, public address systems or amplifiers is prohibited without written permission.
 - The abuse of alcoholic beverages or intoxicated behavior in the park is not permitted.
 - The Pavilion will be first come first serve.

I have read and understand all of the above.

X _____

Name: _____
Property Address _____
Mailing Address (if different than property): _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Daytime Phone: _____
Email: _____

Please send us _____ #keys. The first Key is no charge, each additional key is \$10.00 and I have enclosed payment in the amount of \$ _____, payable to Benders Landing POA, Inc. and a self addressed stamped envelope for mailing.

**This document is being recorded as a
COURTESY ONLY by Butler & Halley, P.C.,
without review and without liability,
expressed or implied.**

Chaparral Management Company
P. O. Box 681007
Houston, TX 77268-1007
281-537-0957 Office / 281-537-0312 Fax

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

for

BENDERS LANDING PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Lina Wang, Secretary of Benders Landing Property Owners Association (the "Association"), do hereby certify that at a joint meeting of the Board of Directors of the Association (the "Board") and the Association's Architectural Control Committee ("ACC") duly called and held on the 30 day of September, 2011, with at least a quorum of the Board and ACC being present and remaining throughout, and being duly authorized to transact business, the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was duly approved by a majority vote of the members of both the Board and ACC in attendance:

RECITALS:

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.
2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Directors of the Association and the Association's Architectural Control Committee 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. **ACC** - The Architectural Control Committee for Benders Landing Property Owners Association.
- 1.2. **Benders Landing** - The residential development located in Montgomery County, Texas comprised of Benders Landing, Sections One (1) through Three (3), inclusive and such additional property as annexed into the Association.
- 1.3. **Declaration** – shall mean the following:

- Declaration of Covenants, Conditions and Restrictions for Benders Landing - Section 1 recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2001-024582;
 - First Amendment to Declaration of Covenants, Conditions and Restrictions for Benders Landing, Section One recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2001-027753;
 - Second Amendment to Declaration of Covenants, Conditions and Restrictions for Benders Landing, Section One recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2001-097304;
 - Declaration of Covenants, Conditions and Restrictions for Benders Landing – Section 2 recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2002-029410;
 - First Amendment to Declaration of Covenants, Conditions and Restrictions for Benders Landing, Section Two recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2004-025359;
 - Declaration of Covenants, Conditions and Restrictions for Benders Landing – Section 3 recorded in the Official Public Records of Real Property of Montgomery County, Texas under County Clerk's File No. 2004-127533; and
 - Any subsequent amendments and supplements.
- 1.4. **Dedictory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Benders Landing, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.5. **Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Benders Landing Property Owners Association.

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 Benders Landing:

- 2.1. **ACC Approval.** In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these Guidelines.

- 2.2. Location.** A rain barrel or rain harvesting system is not permitted on a Lot between the front of the residential dwelling on the Lot and an adjacent street.
- 2.3. Color and Display.** A rain barrel or rain harvesting system is not permitted:
- a. unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the residential dwelling on the Owner's Lot; or
 - b. if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- 2.4. Regulations if Visible.** If a rain barrel or rain harvesting system is located on the side of the residential dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or a common area, the rain barrel or rain harvesting system must comply with the following regulations:
- a. Rain Barrel:
 - (i) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
 - (ii) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
 - (iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.
 - (iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.
 - (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.
 - b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and common area, unless otherwise approved in writing by the ACC.

Provided that, the regulations in this Section 2.4 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

Section 3. Solar Energy Devices. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

The following Guidelines shall be applicable to solar energy devices in Benders Landing:

- 3.1. **ACC Approval.** The installation of a solar energy device requires the prior written approval of the ACC. Provided that, the ACC may not withhold approval if these Guidelines are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.
- 3.2. **Location.** A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.
- 3.3. **Devices Mounted on a Roof.** A solar energy device mounted on the roof of the residential dwelling or other permitted structure on a Lot:
 - a. shall not extend higher than or beyond the roofline;
 - b. shall conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - c. shall have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
 - d. shall be located on the roof as designated by the ACC unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory.
- 3.4. **Visibility.** A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio.
- 3.5. **Warranties.** A solar energy device shall not be installed on a Lot in a manner that voids material warranties.

- 3.6. **Limitations.** A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

Section 4. Storm and Energy Efficient Shingles. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that:

- a. are designed to:
 - (i) be wind and hail resistant;
 - (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
 - (iii) provide solar generation capabilities; and
- b. when installed:
 - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (ii) are more durable than and are of equal or superior quality to the shingles described below; and
 - (iii) match the aesthetics of the property surrounding the Owner's property.

4.1. **ACC Approval.** In order to confirm the proposed shingles conform to the foregoing Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove shingles that do not comply with these Guidelines.

4.2. **Regulations.** Section 3.05 of the Declaration and Subsection (b) of the Section entitled "Type of Construction, Materials and Landscaping" in the "Benders Landing Homeowners Association, Inc. Architectural Guidelines" filed of record in the Official Public Records of Real Property of Montgomery County, Texas as a part of the "Supplemental Notice of Dedicatory Instruments for Benders Landing Property Owners Association" under County Clerk's File No. 2011082654 ("Architectural Guidelines") require roofing materials to be as follows:

(b) No external roofing material other than slate, tile, metal, built up roof, composition (where the type, weight, quality and color has been specifically approved by the Committee) shall be used on any building in any part of the Properties without the written approval of the Committee. All roofing material must be applied in accordance with the manufacturer's specifications. Roof vents, vent stacks, galvanized roof valleys and other roof items must be painted to match the roof materials. Galvanized roof valleys must be primed before being painted to insure the prevention of peeling.

In addition to the above, the Section of the Architectural Guidelines entitled "Single Family Residential Construction" requires roofing materials to be as follows:

... The roof of any Dwelling shall be constructed of either composition shingles, copper, tile, slate, standing seam metal or other material approved by the ACC and according to the guidelines adopted by the Committee, prior to construction. The use of sheet metal or similar material on the roof or exterior sides of any Dwelling other than as flashing is prohibited. ...

Accordingly, when installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Benders Landing as set forth above. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

Section 5. Flags. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

The provisions of these Guidelines control over any contrary provisions in Subsection (d) of the Section of the Architectural Guidelines entitled "Views, Obstructions and Privacy" regarding flags and flagpoles.

The following Guidelines shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

- 5.1. **ACC Approval.** Above-ground flagpole stands and/or footings and illumination under Section 5.6 must be approved by the ACC. Additionally, in order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.
- 5.2. **Flag of the United States.** The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.
- 5.3. **Flag of the State of Texas.** The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.
- 5.4. **Flagpoles.**
 - a. Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a Lot, which may not exceed five inches (5") in diameter, without the approval of the ACC.
 - b. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
 - c. A flagpole attached to the residential dwelling or garage shall not exceed six (6) feet in length.
 - d. A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the Lot on which it is located.

- e. A flagpole shall not be located in an easement or encroach into an easement.
- f. A freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration. Provided a freestanding flagpole may be located a distance of twenty-five feet (25') or more from the street or side street (if any) contiguous to the Lot. Any above-ground stands and/or footings must be approved in accordance with Section 5.1.
- g. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- h. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- i. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- j. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ACC may require the installation of landscaping to screen the stand and/or footing from view.

5.5. Flags.

- a. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- b. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the residential dwelling or garage shall be three (3) feet by five (5) feet.
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- d. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

5.6. Illumination. Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts, unless otherwise approved by the ACC. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.

5.7. Noise. An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

Section 6. Religious Items. Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property Owner or resident from displaying or affixing on the entry to the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas

Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument.

The following Guidelines shall be applicable to the display of religious items in Benders Landing:

- 6.1. **ACC 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 ACC.
- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residential dwelling. A religious item shall not extend past the outer edge of the door frame.
- 6.3. **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- 6.4. **Content.** A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. **Limitation.** A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. **Color of Entry Door and Door Frame.** An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's residential dwelling or change the color of an entry door or door frame that is not authorized by the ACC.
- 6.7. **Other.** Notwithstanding the above provisions: (i) the ACC shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays.

In the event any provision in these Guidelines conflicts or is inconsistent with a provision in the Architectural Guidelines for Benders Landing, the provision in these Guidelines shall control.

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

[The remainder of this page was intentionally left blank.]

TO CERTIFY which witness my hand this the 30 day of September, 2011.

**BENDERS LANDING PROPERTY OWNERS
ASSOCIATION**

By: [Signature]

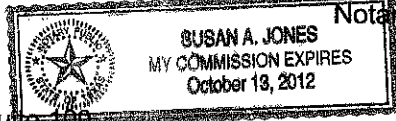
Printed Name: Lina Wang

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Montgomery §

BEFORE ME, the undersigned notary public, on this 30 day of September 2011 personally appeared Lina Wang, Secretary of Benders Landing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

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



Return to:
Butler | Hailey
8901 Gaylord, Suite 400
Houston, Texas 77024

203585

**PAYMENT PLAN POLICY
FOR
BENDERS LANDING PROPERTY OWNERS ASSOCIATION**

THE STATE OF TEXAS

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§

COUNTY OF MONTGOMERY

I, Lina Wynn, Secretary of Benders Landing Property Owners Association (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 30 day of September, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The new law relating to alternative payment schedules (i.e., payment plans) becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be four (4) months, with the payments being equal payments of one-fourth (1/4th) of the original delinquency.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. **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: for the preparation of the Payment Plan Agreement, a sum equal to \$5.00 times the number of installments included in the payment plan; and \$5.00 per installment for receiving, documenting and processing each payment. During the term of the payment plan, interest at the rate as 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 Montgomery County, Texas.

TO CERTIFY which witness my hand this the 30 day of September 2011.

**BENDERS LANDING PROPERTY OWNERS
ASSOCIATION**

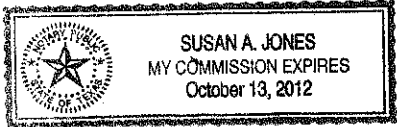
By: [Signature]

Printed: Lina Wang

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Montgomery §

BEFORE ME, the undersigned notary public, on this 30 day of Sept, 2011 personally appeared Lina Wang, Secretary of Benders Landing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



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

Return to:
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024
203580

RECORDS RETENTION POLICY
for
BENDERS LANDING PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

I, Lina Wang, Secretary of Benders Landing Property Owners Association (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 30 day of September, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The new law becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

This policy governs the archiving and destruction management of all documents originated by the Benders Landing Property Owners Association ("Association") and documents not originated by the Association but which should be protected because they are important to the operation of the Association.

All Association documents, either paper or in an electronic form, will have assigned retention times and will be destroyed at the end of the retention period or as soon after as practically possible. Documents may be archived offsite in a secure facility, but must be accessible as provided in the "Open Records Policy for Benders Landing Property Owners Association". Draft documents and copies of original documents will be destroyed at the end of their useful life, which shall be no longer than the retention schedule for the original document. Any revision of a document must be noted and the retention period will restart at the revision date. The retention schedule is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Destruction of paper documents will be by shredding, bagging, and standard trash pickup. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

The Secretary of the Association is the primary officer responsible for oversight of this policy.

This policy is intended to comply with the legal requirements of the state of Texas and the United States Government.

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 Montgomery County, Texas.

TO CERTIFY which witness my hand this the 30 day of September, 2011.

BENDERS LANDING PROPERTY OWNERS ASSOCIATION

By: Lina Wang

Printed: Lina Wang

Its: Secretary

THE STATE OF TEXAS
COUNTY OF Montgomery

BEFORE ME, the undersigned notary public, on this 30 day of September 2011 personally appeared Lina Wang, Secretary of Behders Landing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Susan A. Jones
Notary Public in and for the State of Texas

Return to:
Butler Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024
203582

Exhibit "A"

Records Retention Schedule

I. Corporate "Legal" Documents and Records

The following records are to be retained permanently:

Articles of Incorporation (now known as Certificate of Formation)
By-Laws
Restrictive Covenants
Amendments to the Articles of Incorporation (now known as Certificate of Formation)
Amendments to the By-Laws
Amendments to the Restrictive Covenants
Deeds for Association Property
Annexation Records
Plats
Management Certificates
Approved Minutes of Board Meetings
Approved Minutes and Records of ACC Meetings
Approved Minutes of Committee Meetings
Approved Minutes of Annual and Special Meetings of Members
Year End Audits/Tax Returns

II. Corporate Financial Records

The following Financial Records and Reports shall be kept for seven (7) years:

Check Register
Trial Balance
Prepaid/Accounts Receivable
Income Statements
Detailed General Ledger
Accounts Payable
Bank Statements/Bank Reconciliations/Cancelled Checks
Approved Annual Budget
Annual Assessment Roll and sample of a typical assessment statement

Other Corporate Records (in alphabetical order)

Bank Account Information: Information related to bank accounts, CDs, or other investments information for each account shall be retained as long as the accounts are open and for seven (7) years after the account is closed. Signature cards shall be kept for seven (7) years following the date that the card is updated or replaced.

Bids/Proposals: Information related to solicitations for bids or proposals shall be retained for three (3) years after the origination date or for as long as the information is deemed useful.

Board Files/Packages from board meetings: Minutes of meetings shall be permanently retained; other documents included in the Board package shall be retained for three (3) years.

Budget Support files: Financial reports associated with the development of the annual budget shall be kept for three (3) years after the year for which they were prepared.

Committee Files (agendas, meeting notes, etc.): Minutes of committee meetings shall be permanently retained. Other documents need only be retained for three (3) years or as long as deemed useful to the committee with respect to an on-going project.

Contracts: Four (4) years after the date the contract is terminated. If a warranty is expressly provided in the contract, the contract shall be retained for a period of five (5) years after the date the warranty expires.

Correspondence: General correspondence, not in relation to particular property or property owner shall be retained for five (5) years after the origination date or for as long as the information is deemed useful, whichever is longer.

Insurance Claims (Settled): Settled insurance claims shall be retained for five (5) years after the date the claim is settled.

Insurance Policies (Expired): Expired insurance policies shall be retained for five (5) years after the date the policy terminates.

Legal Opinions: Opinions rendered by the Association's attorney shall be retained permanently.

Legal Status Reports: Routine monthly or quarterly status reports from the Association's attorney shall be retained for three (3) years.

Litigation Files (Settled): Settled litigation files shall be retained for five (5) years after the date the matter is finally concluded; however, if the suit is in regard to a deed restriction suit in which a permanent injunction was obtained, the judgment shall be retained as long as it is in effect (which will usually be as long as the owner who was sued owns or occupies the property).

Member Meeting (Annual and Special): Minutes of annual and special meetings of the members and minutes of meetings of the Board of Directors shall be permanently retained. Documents relating to a meeting (the notice of meeting, ballots, proxies, etc.) shall be retained for seven (7) years. Handouts provided for informational purposes need only be retained as long as the information is deemed useful.

Newsletter/Directories/Inserts/Website Information or other electronic publications of the Association: One (1) copy of each newsletter, directory, etc., shall be permanently retained. Other copies of a newsletter, etc. need not be retained for any length of time.

Personnel Records (if any): Personnel files, if any, (including wage rates, job description, etc.) shall be permanently retained and payroll records on a particular employee shall be retained for five (5) years after the date of termination.

Procedures/Policies/Resolutions of the Board: Procedures, policies, and resolutions of the Board shall be retained for as long as they are in effect. If a procedure, policy, or resolution of

the Board is changed, a copy of the original procedure shall be retained for five (5) years beyond the date that the procedure was adopted or the date the procedure was changed, whichever is longer.

Reserve Studies: A copy of the Association's Reserve Study shall be retained for the period of time covered by the study plus three (3) years.

Special Projects: Records relating to a special project shall be retained for the duration of the special project, plus three (3) years (except to the extent that documents relating to a special project may be addressed under a different category such as contracts).

Work Orders/Facility Inspection Reports/ Building Repair Information: Records relating to work orders, etc. shall be retained for a period of three (3) years beyond the date of completion of the work, inspection, etc.

III. Records Relating to Individual Members or Member Properties:

Accounts receivable activity for member accounts: Records relating to accounts receivable activity for member accounts shall be retained for five (5) years after the account is paid.

Applications for Improvements and New Construction Files (Plans): Applications and plans related to improvements to members' properties shall be retained for five (5) years from the date of completion of the proposed improvement. Record that a particular improvement has been approved by the Association should be retained permanently.

Correspondence: Correspondence to, from, or relating to a member account involving a deed restriction violation or accounts receivable activity shall be retained for five (5) years. Correspondence to, from, or relating to a member account not involving a deed restriction violation or accounts receivable activity shall be retained for three (3) years past the origination date or as long as it is deemed useful to the Association. For example, title, ownership, or closing information (three (3) years after an ownership change), or a letter from homeowner requesting information on the MUD ditch that abuts the property (three (3) years from date of letter.)

Deed Restriction Activity for Member Properties: Records relating to deed restriction violation activity for members shall be retained for five (5) years after the violation is corrected. If the violation resulted in a suit, any judgment obtained should be retained as long as it is in effect.

IV. Other Miscellaneous Records

Any Other Records Not Specified Elsewhere: Other documents need only be retained for three (3) years after the origination date of the document or as long as it is deemed useful to the Association.

203582

**OPEN RECORDS POLICY
FOR
BENDERS LANDING PROPERTY OWNERS ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Lina Wang, Secretary of Benders Landing Property Owners Association (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 30 day of September, 2011, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The new law relating to open records becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
 - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. describe with sufficient detail the books and records of the Association that are requested; and
 - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rate provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

9. **Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.

- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. Books and Records Not Required to be Produced.

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

[The remainder of this page was intentionally left blank.]

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 Montgomery County, Texas.

TO CERTIFY which witness my hand this the 30 day of September, 2011.

BENDERS LANDING PROPERTY OWNERS ASSOCIATION

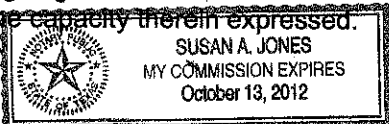
By: Lina Wang

Printed: Lina Wang

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Montgomery §

BEFORE ME, the undersigned notary public, on this 30 day of Sept, 2011 personally appeared Lina Wang, Secretary of Benders Landing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Susan A. Jones
Notary Public in and for the State of Texas

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

203578

FILED FOR RECORD

11/14/2011 9:22AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

11/14/2011



County Clerk
Montgomery County, Texas

RECEIVED BY CHAPARRAL
MANAGEMENT CO. 011

November 29, 2011

DEC -1 2011

Ms. Margaret Rankin
Chaparral Management Company
P. O. Box 681007
Houston, Texas 77268-1007

Re: Benders Landing Property Owners Association


Dear Ms. Rankin:

Enclosed is the original file-stamped Supplemental Notice of Dedicatory Instruments for the above Association. This was filed in Montgomery County, Texas under County Clerk's File No. 2011100534.

Please contact me with any questions.

Very truly yours,

BUTLER | HAILEY



Susan B. Kryger
Paralegal

/sbk
Enclosure
207252