



CERTIFICATION

STATE OF TEXAS

§

COUNTY OF BRAZORIA

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I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

(1) I am an Agent for Country Grove Community Association, Inc. a Texas non-profit corporation;

(2) Instruments titled: "Policy Bulletin", are attached hereto;

(3) The property affected by the said Instruments is described as, to wit:

CountryGrove, Sections 1, 2, 3, 4, 5, .26706 acres, and CountryPlace Section 12, recorded in the Map Records of Brazoria County, Texas, under Volume 16, Page 231; Volume 16, Page 233; Volume 17, Page 261; Volume 18, Page 317; Volume 19, Page 27; Volume 301, Page 686- dated July 14, 1986; and Volume 19, Page 485-486; all amendments, replats, and supplements thereto.

(4) The attached Instruments are true and correct copies of the originals.

IN WITNESS WHEREOF, I have subscribed my name on this 3rd day of October, 2013.

By: [Signature]
Luke P. Tollett, Attorney for
Country Grove Community Association, Inc.

STATE OF TEXAS

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COUNTY OF BRAZORIA

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BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Attorney for the Country Grove Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 3rd day of October, 2013.
[Signature]
Notary Public, State of Texas

After recording return to:
HOLT & YOUNG, P.C.
9821 Katy Freeway, Ste. 350
Houston, Texas 77024



FILED WITH BRAZORIA COUNTY CLERK
COUNTRY GROVE COMMUNITY ASSOCIATION, INC.
3119 FLOWER FIELD LANE
PEARLAND, TEXAS 77584
POLICY BULLETIN #1
MISCELLANEOUS POLICIES

EXTERIOR CHANGES: Requests for exterior changes such as patios, patio covers, solar tubes, skylights, gutter covers, removal of shutters, changing doors or windows, changes in landscaping, replacing driveways and sidewalks, and the like must be submitted in writing, in advance of any work being done, to the Architectural Committee for the Country Place Master Community Association (CMPCA). Note that even though the Architectural Committee approves the request, the homeowner is responsible for any damage to the roof or leaks in the roof or any damage to structural members of the unit caused by the installation of any item such as satellite dishes, solar panels, gutter covers, etc. Any items installed on the roof or structural members of the unit which interfere with repairs to the roof or replacement of the roof must be removed by the homeowner before repairs to the roof or replacement of the roof will be made. The homeowner is responsible for reinstalling the items after completion of roof repairs or roof replacement.

GENERAL POLICY REGARDING MAINTENANCE AND REPAIRS BY HOMEOWNERS:

1 – If a homeowner does work on the unit or has contractors or other maintenance personnel do any repairs, installations or replacements that affect the roof, the irrigation system, or the grounds, it is the responsibility of the homeowner to be sure everything is properly reconnected or restored to the condition it was before the work was done. It is recommended that the homeowner does not pay any contractor or maintenance personnel until this is done.

2 – Some items that can cause problems are installation of a new water heater, replacement of driveways and sidewalks, foundation repairs, installation of satellite dishes, and alterations to the landscaping.

3 – The cost of any repairs incurred by the CGCA because of work done by a homeowner, by his contractor, or by his maintenance personnel is the responsibility of the homeowner.

FENCES:

SECURITY WALL/FENCE EAST AND WEST COUNTRY GROVE CIRCLE:

Do not plant any trees, shrubs, bushes or flowers within four feet of the security wall/fence. This four foot strip will have grass only. It will be used as access for maintenance to the security wall/fence, maintenance to the grounds, painting and roofing of the buildings, and other necessary maintenance.

WHITE FENCE ALONG COUNTRY PLACE BOULEVARD BEHIND THE TOWN HOMES: The homeowner is responsible for repairs to the fence. The CGCA will paint this fence as part of the exterior painting scheduled cycle. For access to the fence, no plants, flowers or shrubs shall be planted against or on the fence.

FENCES AROUND THE HOMES ON APPLE BLOSSOM DRIVE: The homeowners are responsible for repair and replacement of these fences.

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POLICY BULLETIN #1
MISCELLANEOUS POLICIES

PLANTS, SHRUBS AND FLOWERS/PERSONAL ITEMS IN THE YARD AREAS:

1 - All personal plantings and all personal items such as bird baths, rain gauges, decorative stoneware, statues, lawn furniture, barbecues, sleeves for flags, and the like placed in the yard areas are done so at the homeowners'/residents' risk. It is advisable to place personal items on the porch or in a protected area. The CGCA assumes no responsibility for personal items, and the CGCA will not pay for repair or replacement of personal items. No personal plantings or personal items shall in any way interfere with the ground contractor's maintenance of the grounds. Any plants, shrubs or flowers planted by homeowners or residents that interfere with maintenance of the grounds will be cut back or removed if not properly maintained.

2 - In order to avoid confusion and misunderstandings in maintaining the grounds, the following procedure must be followed. If you do not want the grounds contractor personnel to maintain specific landscaped areas, place a small flag in each area you want to maintain yourself. Otherwise, it will be assumed you want the contractor to take care of your landscaped areas except as specified in the preceding paragraph.

MAINTENANCE AND REPAIRS: Responsibility for the maintenance and repair of the town homes is shared by the homeowners and the CGCA.

CGCA: (1) yards; (2) exterior paint on a five-year cycle which includes preparation and excludes repair or replacement of structural members; and (3) roofs which includes shingles, plywood under the shingles, ridge vents, and roof vents and excludes repair or replacement of gutters and structural members.

If structural wooden members are repaired/replaced by a homeowner, the homeowner must notify the Board member responsible for exterior painting when the repairs/replacement are completed. The Board member will arrange to have the exterior painting done. The CGCA will only pay for painting that has been pre-approved by the Board of Directors.

HOMEOWNER: (1) maintenance and repair of all exterior structural members, including, but not limited to, natural wood or stained doors, storm doors, siding, chimney (which includes siding on the chimney), brick work, eaves, gutters, shutters, sidewalks, driveways, doors, windows, solar tubes, skylights, etc.; (2) maintenance, repair and painting of homeowner-added patio covers, patio enclosures, and the like; (3) maintenance and replacement of flowers planted by the homeowner; (4) termite and other pest protection; and (5) all other items that would normally be taken care of by a prudent homeowner.

SEWAGE LINE PROBLEMS: The homeowner is responsible for maintenance of the sewer lines on their property including removal of tree roots or any other obstacles in the sewer lines.

DRAINAGE PROBLEMS: Correction of any drainage problems is the responsibility of the homeowner. The CGCA does not add dirt in the lawn areas so as not to affect the drainage. Homeowners may add dirt at their own risk. In correcting any problem, please be sure not to cause problems for your neighbors. Drainage problems in the common areas should be reported to the CPMCA at the Carriage House at 713-436-1062.

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POLICY BULLETIN #1
MISCELLANEOUS POLICIES

FOUNDATION PROBLEMS: Foundation repairs, including leveling the displaced dirt and installing new sod to restore the grounds to the condition before the foundation repairs were made, are the responsibility of the homeowner.

TREE TRIMMING AND TREE REMOVAL AND REPLACEMENT:

TREE TRIMMING: The CGCA does major trimming/pruning of trees in the front, side and rear yards of the units on a cyclical basis established by the Board of Directors. CPMCA does major trimming/pruning of trees in the common areas on the same cyclical basis used by the CGCA. Crepe Myrtle, Magnolia and other ornamental trees are trimmed only if needed to protect the roof and structure. For units along the golf course, the rear yard includes the area from the back of the unit to the present location of the out-of-bounds markers for the golf course. For units on Flower Field Lane the rear yard includes the area from the back of the unit to the sidewalk along the lake.

TREE REMOVAL AND REPLACEMENT:

- 1 - The CGCA does not plant new or replacement trees on a homeowner's property. The homeowner is responsible for the expense of all new or replacement trees on their property.
- 2 - The CGCA removes diseased, dying and dead trees in the front, side and rear of the units based on the recommendation of a professional arborist. If a tree on the homeowner's property needs to be removed, the homeowner must first contact the CGCA. If the homeowner has a tree removed without first contacting the CGCA for approval, the homeowner will not be reimbursed for the tree removal costs. A homeowner can remove a tree on their property for another reason at their own expense.
- 3 - **If a tree is removed by a homeowner, the stump and root system must be ground out at least 6 inches below the surface of the ground. Wood chips and any other debris resulting from the stump grinding must also be removed.**
- 4 - CPMCA is responsible for removal and replacement of trees in the common area.
- 5 - **The CGCA does not remove trees because of roots in the sewer lines or because of foundation problems.** As trees mature and grow, tree roots can cause damage to sewer lines and to foundations, and repairs are the homeowner's responsibility.

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COUNTRY GROVE COMMUNITY ASSOCIATION, INC.
3119 FLOWER FIELD LANE
PEARLAND, TEXAS 77584
POLICY BULLETIN #2
INSURANCE CLAIMS POLICY**

1 - If any damage occurs to your home for which you intend to submit an insurance claim, you must contact FirstService Residential, the management company, 713-932-1122, immediately when such damage occurs, and you must submit supporting documentation within thirty (30) days of the date of occurrence of the damage. Claims may not be submitted to the Insurance Company. If you intend to submit a claim, do not have any major repair work done until you receive approval. **DO ONLY EMERGENCY REPAIRS.**

2 - If damage is occurring to your unit from water or some other source, take emergency action, such as shutting off the water. Clean up the water, and, if necessary, have the carpet pulled back to dry it out. When you contact First Service Residential, they can arrange to have a company come out to do this or you can contact someone you choose.

3 - Contact your personal lines insurance company to determine if they will cover any of the costs. Water damage from leaks in pipes that are in or under the foundation are not covered under the master policy. Note: if damage originates in your unit and causes damage to your neighbor's unit, your insurance might cover their repairs under your liability coverage. If you do not have a contents policy with liability coverage or if your insurance company will not cover their repairs under your liability coverage, then damage to your neighbor's unit will be between you and your neighbor.

4 - It is the responsibility of the homeowner to properly maintain the home to prevent damage from items such as leaking pipes, dripping faucets, faulty water heaters, bad hoses on washers, clogged gutters, and the like.

5 - The homeowner shall be responsible for part of the cost of repairs for insurable claims with a specified deductible of \$5,000 or less, based on a percentage, currently 1%, of the insurable value of the unit. The CGCA covers the balance of the \$5,000 deductible. The unit square footage is based on records on file with Brazoria County plus improvements that add square footage which are not included in the county records. The **only** exception to this is that the CGCA waives the homeowner portion of the deductible for interior damage to the structure from insurable losses from roof leaks caused by normal wear and tear. Also, for insurable claims with a specified deductible over \$5,000 or with a percentage deductible, the homeowner is responsible for the total deductible applied by the insurance company to their loss.

6 - The CGCA will not cover any claim that would not be covered by the insurance company under the master policy. Also, the CGCA will not pay for maintenance repairs that should be accomplished by a prudent homeowner on an ongoing basis. The CGCA is not responsible for any exterior or interior damage caused by losses which are not covered by the Association's master policy/policies. The CGCA is not responsible for any damage to personal contents.

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COUNTRY GROVE COMMUNITY ASSOCIATION, INC.
3119 FLOWER FIELD LANE
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POLICY BULLETIN #7
PAYMENT PLAN POLICY

The following are the Payment Plan guidelines for the Association:

- 1) All Owners are entitled to one approved Payment Plan to pay their annual assessment.
- 2) All Payment Plans require a down payment and monthly payments.
- 3) Upon request, all Owners are automatically approved for one of the following payment plans:
 - A) For delinquent accounts of \$600 or less, 10% down, with the balance paid off in 6 consecutive monthly installments.
 - B) For delinquent accounts of \$601.00 through \$2,000.00, 10% down, with the balance paid off in 12 consecutive monthly installments.
 - C) For delinquent accounts over \$2,000.00, 10% down, with the balance paid off in 18 consecutive monthly installments.
- 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing; the Association is not obligated to approve alternative Payment Plan proposals.
- 5) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Payment Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimate accrued interest.
- 6) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- 7) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association. The Payment Plan will be administered by FirstService Residential, the Management Company for the Association.
- 8) If an owner defaults on the Payment Plan, the Payment Plan is terminated. Default of a Payment Plan includes:
 - a) failing to return a signed Payment Plan form with the down payment;
 - b) missing a payment due in a calendar month (including NSF checks); or
 - c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.
- 9) If an owner defaults on a Payment Plan, the payment plan is automatically terminated, and the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.
- 10) No Payment Plan may last less than 3 months or more than 18 months.
- 11) The Association may only charge interest throughout the Payment Plan which is 10% per annum in accordance with paragraph 4.06 of the C.C. & R's and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.

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COUNTRY GROVE COMMUNITY ASSOCIATION, INC.
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POLICY BULLETIN #8
RECORDS RETENTION POLICY

The Association shall maintain its records as follows:

| <u>RECORD</u> | <u>RETENTION PERIOD</u> |
|---|--|
| Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents. | PERMANENT |
| Association Tax Returns and Tax Audits | SEVEN (7) YEARS |
| Financial Books and Records | SEVEN (7) YEARS |
| Account Records of current Owners | FIVE (5) YEARS |
| Contracts with a term of more than one year | FOUR (4) YEARS AFTER CONTRACT EXPIRES |
| Minutes of Member Meetings and Board Meetings | SEVEN (7) YEARS |

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be destroyed.

The official documents, records and books of the Association are retained by FirstService Residential, the Management Company for the Association.

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3119 FLOWER FIELD LANE
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POLICY BULLETIN #9
BOOKS AND RECORDS PRODUCTION POLICY

The Association's Books and Records Production Policy is as follows:

- I. Copies of Association records will be available to all owners upon their proper request and at their own expense. A proper request:**
- a. is sent certified mail to the Association's address as reflected in the most recent management certificate which is FirstService Residential, the Shadow Creek Ranch Branch located at 12234 Shadow Creek Parkway, Suite 3112, Pearland, TX 77584, and the telephone number is 713-932-1122;
 - b. is from an owner, or the owner's agent, attorney, or certified public accountant; and
 - c. contains sufficient detail to identify the records being requested.
- II. Owners may request to inspect the books and records, or may request copies of specific records.**
- a. If the owner makes a request to inspect the Books and Records, then FirstService Residential will respond within **10 business days** of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. FirstService Residential and the owner shall arrange for a mutually agreeable time to conduct the inspection. FirstService Residential will provide the owner with copies of specific documents requested during the inspection upon owner paying FirstService Residential the cost thereof.
 - b. If the owner makes a request for *copies of specific Books and Records*, FirstService Residential shall, within **10 business days** of the owner's request, send a response letter advising on the date that the requested copies will be made available (**must be available within 15 business days of the response letter**) and the cost the owner must pay before the requested copies will be provided. Upon paying the cost of producing the requested, FirstService Residential shall provide the requested copies to the owner.
- III. The Association hereby designates FirstService Residential as the provider of the following services, and FirstService Residential will provide to the Owner the costs for the following services:**
- a. COPIES
 - 8½ x 11 paper copies per page
 - 11 x 17 or greater paper copies per page
 - Actual cost for specialty paper (color, photograph, map, etc. .)
 - CD or audio cassette copies, and DVD copies
 - b. LABOR
 - Hourly rate for actual time to locate, compile and reproduce the Books and Records (can only charge if request is greater than 50 pages in length or as otherwise provided by law)

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BOOKS AND RECORDS PRODUCTION POLICY

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- c. OVERHEAD A percentage of total labor charge (can only charge if request is greater than 50 pages in length or as otherwise provided by law)
- d. MATERIALS Actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records
- IV. **If the estimated cost provided to the owner is more or less than the actual cost of producing the documents, FirstService Residential shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the owner.**
- V. **Unless authorized in writing or by court order, the Association or FirstService Residential will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.**

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POLICY BULLETIN #11
DEDICATORY INSTRUMENTS POLICY

DEFINITION OF DEDICATORY INSTRUMENT: A dedicatory instrument is an instrument that contains a restriction, rule, policy or other item the Association wishes to enforce. It includes Declarations, Bylaws, Rules and Regulations, Architectural Guidelines, and any rule or policy adopted at a Board Meeting.

LOCATION OF DEDICATORY INSTRUMENTS:

1) Dedicatory Instruments are retained by FirstService Residential, the Management Company for the Association.

2) Dedicatory Instruments are also available on the website of FirstService Residential, the Management Company for the Association after January 1, 2012.

RECORDING OF DEDICATORY INSTRUMENTS: Dedicatory Instruments are recorded with the State of Texas or Brazoria County, as appropriate.

**COUNTRY GROVE COMMUNITY ASSOCIATION, INC.
3119 FLOWER FIELD LANE
PEARLAND, TEXAS 77584
POLICY BULLETIN #13
MAINTENANCE AND REPAIRS NOTIFICATION POLICY**

In accordance with Article II of the C.C.&R.'s, Section 2.06, as amended, "The CGCA as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair for all townhomes in Country Grove the following exterior items: the yards, the exterior paint which includes preparation (excluding repair or replacement of structural members) for painting, the roofs (which excludes repair or replacement of gutters and repair or replacement of structural members), and any additional items approved by the homeowners in accordance with the provisions of 2.06A;"

In order to accomplish maintenance and repairs, the CGCA must have access to property owned by the homeowner. This access also applies to contractors and others who have been hired by the CGCA to accomplish the necessary maintenance and repairs. If the homeowner has a fence, he must provide access to the area inside the fence so that the CGCA and their contractors can provide services such as grounds care, tree trimming, painting, and the like.

For items that occur on a scheduled annual cycle such as tree trimming, painting, and roof replacement, the homeowner is notified in advance in writing with an approximate time period when the work will take place, subject to adjustment due to weather conditions or any other unforeseen conditions. The homeowner is also notified of their responsibilities so that the contractor can accomplish the work.

Grounds maintenance is conducted continuously throughout the year. The grounds contractor will be in the yard areas at least forty-two weeks of the year.

The grounds contractor is also responsible for maintenance and repairs of the irrigation system. Homeowners are not authorized to turn on or off the irrigation system or to adjust the timers. However, some homes have the controller for the irrigation system wired into their circuit breaker panel. If these homeowners need to repair or replace their circuit breaker panel, they must notify the CGCA in advance so that the CGCA can have a representative on hand to coordinate and mitigate any effect on the irrigation system. Should it be necessary for a contractor to disconnect or reconnect the controller for the CGCA, the CGCA will notify the homeowner in advance. Repairs will be accomplished by a licensed electrician, and the necessary permits will be obtained.

For emergency and unforeseen maintenance and repairs, there may not be time to notify the homeowner in writing, and verbal contact will be attempted before making repairs.

FILED and RECORDED

Instrument Number: 2013050191

Filing and Recording Date: 10/10/2013 12:28:14 PM Pages: 12 Recording Fee: \$56.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-jennifer