

**Resolutions & Policies**

**Marlborough Square Section 1 Owners Assoc dba Stratford  
Townhomes Association**

**MARLBOROUGH SQUARE, SECTION 1 OWNERS' ASSOCIATION, INC.  
D/B/A STRATFORD TOWNHOMES ASSOCIATION  
PAYMENT PLAN POLICY EFFECTIVE JANUARY 1, 2012**

This payment plan policy was approved by the Board of Directors for Marlborough Square, Section 1 Owners' Association, Inc. d/b/a Stratford Townhomes Association on the 30th day of November, 2011 which policy is to be followed when an Owner requests a payment plan for delinquent regular or special assessments or any other amount owed to the Association.

1. Owners are entitled to pay their assessments according to the terms of this approved payment plan policy, as long as an Owner has not failed to honor the terms of a previous payment plan during the past two (2) years.
2. All payment plans require a down payment and monthly payments.
3. Upon request, all Owners are automatically approved for a payment plan consisting of Ten Percent (10%) down, with the balance paid off in monthly installments (no less than three months and no more than 18 months).

Amount outstanding:	Plan Length:
For amounts between \$1.00 and \$150.00	3 Months
For amounts between \$151.00 and \$300.00	6 Months
For amounts between \$301.00 and \$600.00	9 Months
For amounts between \$601.00 and \$999.00	12 Months
For amounts \$1,000.00 and UP	18 Months

4. If an Owner defaults on any 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 (2) years.
5. Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than 3 months or longer than 18 months.
6. The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate of ten percent which it is entitled to according to its Governing Documents and can charge reasonable costs of administering the payment plan which cost is a one-time charge of \$25.00.
7. Any future assessments which become due during a payment plan must be paid timely.

**CERTIFICATION**

Anne Hoskin

Name: Anne Hoskin  
President of the Board of Directors of  
Marlborough Square, Section 1 Owners' Association  
Inc. d/b/a Stratford Townhomes Association

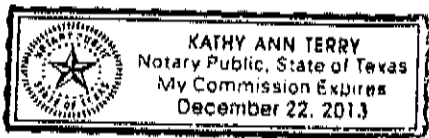
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Dated this 30<sup>th</sup> day of Dec., 2011.

Before me, the undersigned authority, on this day personally appeared Anne Hoskin, President of Marlborough Square, Section 1 Owners' Association Inc. d/b/a Stratford Townhomes Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved this Payment Plan Policy and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Marlborough Square, Section 1 Owners' Association, Inc. d/b/a Stratford Townhomes Association.

Given under my hand and seal of office, this the 30<sup>th</sup> day of Dec., 2011.

Kathy Ann Terry  
Notary Public, State of Texas



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 Final Property of Harris County, Texas.

JAN 12 2012



Sta Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Sta Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2012 JAN 12 PM 1:55

FILED

13-020-09-080 44

*Ref: ✓*

KATHY ANN TERRY  
ATTORNEY AT LAW  
401 STUDEWOOD, SUITE 201  
HOUSTON, TX 77007

**MARLBOROUGH SQUARE, SECTION 1 OWNERS' ASSOCIATION, INC.  
D/B/A STRATFORD TOWNHOMES ASSOCIATION  
RECORDS PRODUCTION AND RECORDS RETENTION POLICY**

This Records Production and Records Retention Policy was approved by the Board of Directors for Marlborough Square, Section 1 Owners' Association, Inc. d/b/a Stratford Townhomes Association on the 30th day of November, 2011 and is effective January 1, 2012.

**I. Copies of Association records will be available to all Owners upon proper request and at their own expense provided the request:**

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- 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 and state whether the Owner wishes to inspect the books and records prior to obtaining copies or have the Association forward copies of the requested books and records.

**II. Association response:**

- a. If the Owner makes a request to inspect the books and records, then the Association will respond within **10 business days** of the request, providing the dates and times the records will be made available and the location of the records. The Association and the Owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents after the Owner pays the Association the cost thereof. If the Association is unable to produce the information on or before the 10<sup>th</sup> business day, then they will send the Owner written notice that they are unable to comply within 10 business days and state a date by which the information will be made available for inspection that is not later than 15 business days after the request date.
- b. If the Owner makes a request for copies of specific records, to the extent those books and records are in the possession, custody and control of the Association, the Association will provide the records to the Owner within 10 business days of the Owner's request. If the Association is unable to produce the information on or before

the 10<sup>th</sup> business day, then they will send the Owner written notice that they are unable to comply within 10 business days and state a date by which the information will be sent that is not later than 15 business days after the request date. Additionally, the Association will notify the Owner of the estimated cost the Owner must pay before the records will be sent. Upon paying the cost to provide the records, the Association shall send the records to the owner.

**III. The Association hereby adopts the following schedule of costs:**

<u>COPIES</u>	10 cents per page, for a regular 8.5" x 11" page 50 cents per page, for pages 11" x 17" or greater Actual cost, for specialty paper (color, photograph, map, etc.) \$1.00 for each CD or audio cassette \$3.00 for each DVD
<u>LABOR</u>	\$15.00 per hour for actual time to locate, compile and reproduce the records (can only charge if request is greater than 50 pages in length)
<u>OVERHEAD</u>	20% of the total labor charge (can only charge if request is greater than 50 pages in length)
<u>MATERIALS</u>	Actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records

**IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's Books and Records:**

**MARLBOROUGH SQUARE, SECTION 1 OWNERS' ASSOCIATION, INC.**  
**D/B/A STRATFORD TOWNHOMES ASSOCIATION'S**  
**RESPONSE TO REQUEST TO INSPECT ASSOCIATION RECORDS**

\_\_\_\_\_ (date)

*Dear Homeowner:*

On \_\_\_\_\_, the Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect on regular business days, between the hours of 9 a.m. and 5 p.m., at the office of Property Masters, Inc., located at 11311 Richmond, Suite L-103, Houston, Texas 77082.

Please contact the Association's manager at 281 556 5111 to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be

*advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.*

*Very truly yours,*

*Marlborough Square, Section 1 Owners' Association,  
Inc. d/b/a Stratford Townhomes Association*

**V. The Association hereby adopts the following form of response to Owners who request copies of specific records:**

**MARLBOROUGH SQUARE, SECTION 1 OWNERS' ASSOCIATION, INC.  
D/B/A STRATFORD TOWNHOMES ASSOCIATION'S  
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

\_\_\_\_\_ (date)

*Dear Homeowner:*

*On \_\_\_\_\_, the Association received your request for copies of specific Association records. (We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.)*

*In order to obtain the records, you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$\_\_\_\_\_. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of Property Masters, Inc., located at 11311 Richmond, Suite L-103, Houston, Texas 77082.*

*Very truly yours,*

*Marlborough Square, Section 1 Owners' Association, Inc.  
d/b/a Stratford Townhomes Association*

- VI.** If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association 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.
- VII.** Unless authorized in writing or by court order, the Association 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 (other than an owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be released.

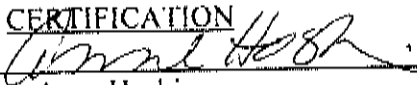
VIII. With regards to the inspection of ballots, only persons who tabulate ballots under 209.00594 (TPC) may be given access to the ballots cast in an election or vote.

The Association shall maintain its records as follows:

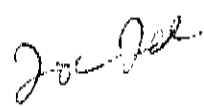
<u>Record</u>	<u>Retention Period</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents	Permanent
Association tax returns and tax audits	Seven (7) years
Financial books and records	Seven (7) years
Account records of current owners	Five (5) 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 record will be considered not maintained as a part of the Association books and records.

CERTIFICATION



Name: Anne Hoskin  
 President of the Board of Directors of  
 Marlborough Square, Section 1 Owners'  
 Association, Inc. d/b/a Stratford Townhomes Association

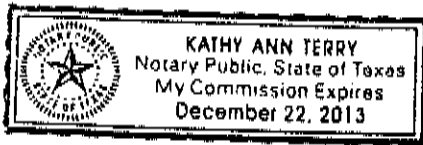


Dated this 30<sup>th</sup> day of Dec, 2011.

Before me, the undersigned authority, on this day personally appeared Anne Hoskin, President of Marlborough Square, Section 1 Owners' Association, Inc. d/b/a

Stratford Townhomes Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved this Records Production and Records Retention Policy and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Marlborough Square, Section 1 Owners' Association, Inc. d/b/a Stratford Townhomes Association.

Given under my hand and seal of office, this the 30<sup>th</sup> day of Dec, 2011.



Kathy Ann Terry  
Notary Public, State of Texas

2012 JAN 12 PM 1:55

FILED  
2012 JAN 12 PM 1:55  
Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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 Sequential 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.

JAN 12 2012



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*KAT*

KATHY ANN TERRY  
ATTORNEY AT LAW  
401 STUDEWOOD, SUITE 201  
HOUSTON, TX 77007



March 15, 1994

**MARLBOROUGH SQUARE, SECTION I OWNERS ASSOCIATION, INC.  
D/B/A STRATFORD TOWNHOMES**

**RESOLUTION 94-01  
BILLING & COLLECTION POLICY**

WHEREAS the MARLBOROUGH SQUARE, SECTION I OWNERS' ASSOCIATION, INC., was incorporated in the STATE OF TEXAS and received Charter Number 548194 on January 29, 1981, and WHEREAS the Declaration and various Amendments thereto were duly recorded in Harris County, Texas, and WHEREAS Article 4, Assessments, empowers the Association to levy assessments and other charges and to use certain powers of enforcement and collection and further obligates the lot owners to pay such levies and costs and, WHEREAS some of the members of the Association do not meet their payment obligations in a timely manner the Board of Directors hereby RESOLVES to establish a billing and collection policy as follows:

On or before the 30th of November of each year the fees due, for the following year, from the members will be established and notice given to the owners of record.

The amount and schedule of payment shall be part of said notice.

The levies, assessments and other charges (collectively referred to as fees) are due and payable in full on the first of each month and are considered delinquent on the eleventh day of each month. The Association may charge assessments, late fees, interest at ten per cent per annum, legal fees or other charges permissible by prevailing law, or in the Association documents, and which may be changed from time-to-time by the Association with proper notice to the lot owners, and,

WHEREAS the policy in force as of Resolution 94-01 enactment is as follows:


- Payments from homeowners will first be applied to late charges, then to accrued unpaid interest, then to other collection costs if any, then to attorney's fees and finally to the principal amount of the maintenance or special assessment(s) then due.
- Only one late charge shall be applied for each month past due and shall not be cumulative and interest shall be accrued only on late or delinquent assessments and not on late charges or other costs unless so ordered or approved by a court of law.
- In the event a lot owner remains in a delinquency situation for more than two consecutive months, for any amount of fees owed to the Association, the water service to the home may be terminated, a lien may be perfected on the home, a personal lawsuit may be brought against the homeowner, and foreclosure may commence against the lot or lot owner.

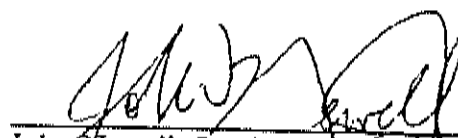
MARLBOROUGH SQUARE, SECTION I OWNERS ASSOCIATION, INC.  
DBA STRATFORD TOWNHOMES  
RESOLUTION 94-01  
BILLING & COLLECTION POLICY  
PAGE TWO

None of the preceding shall affect the Association's rights to collect in any other legal manner or to add those amounts of expense, borne by the Association in its collection efforts for fees, costs, or interest allowed in the governing documents or prevailing law, as additional amounts owed by the delinquent member, or to take such other action as is legal and deemed necessary.

RESOLUTION 94-01 is hereby passed by the Board of Directors on <sup>MAR 15</sup> ~~April~~ 18, 1994, and becomes effective on August 1, 1994.

FOR THE BOARD OF DIRECTORS

  
Mal Byrne, Secretary

  
John Newell, President

OVER

STRATFORD TOWNHOMES

REVISED EXTERIOR MAINTENANCE POLICY

03/19/91

The Association will continue to maintain all common areas and elements including: the pool, pool area and equipment, clubhouse, mailroom (except for mailbox lock replacement), sidewalks, streets, signs, exterior lights and fixtures (except for patio and front door lights and fixtures), all fences and gates, and storm drains.

There are three defined categories of exterior maintenance coverage:

1. 100% coverage by the Association.
2. 50% coverage by the Association, cost to be shared by the homeowner and the Association.
3. No coverage by the Association, all cost to be paid for by the individual homeowners.

The Association is not obligated to pay for any maintenance that is due to the negligence of any homeowner, including the delayed reporting of a problem.

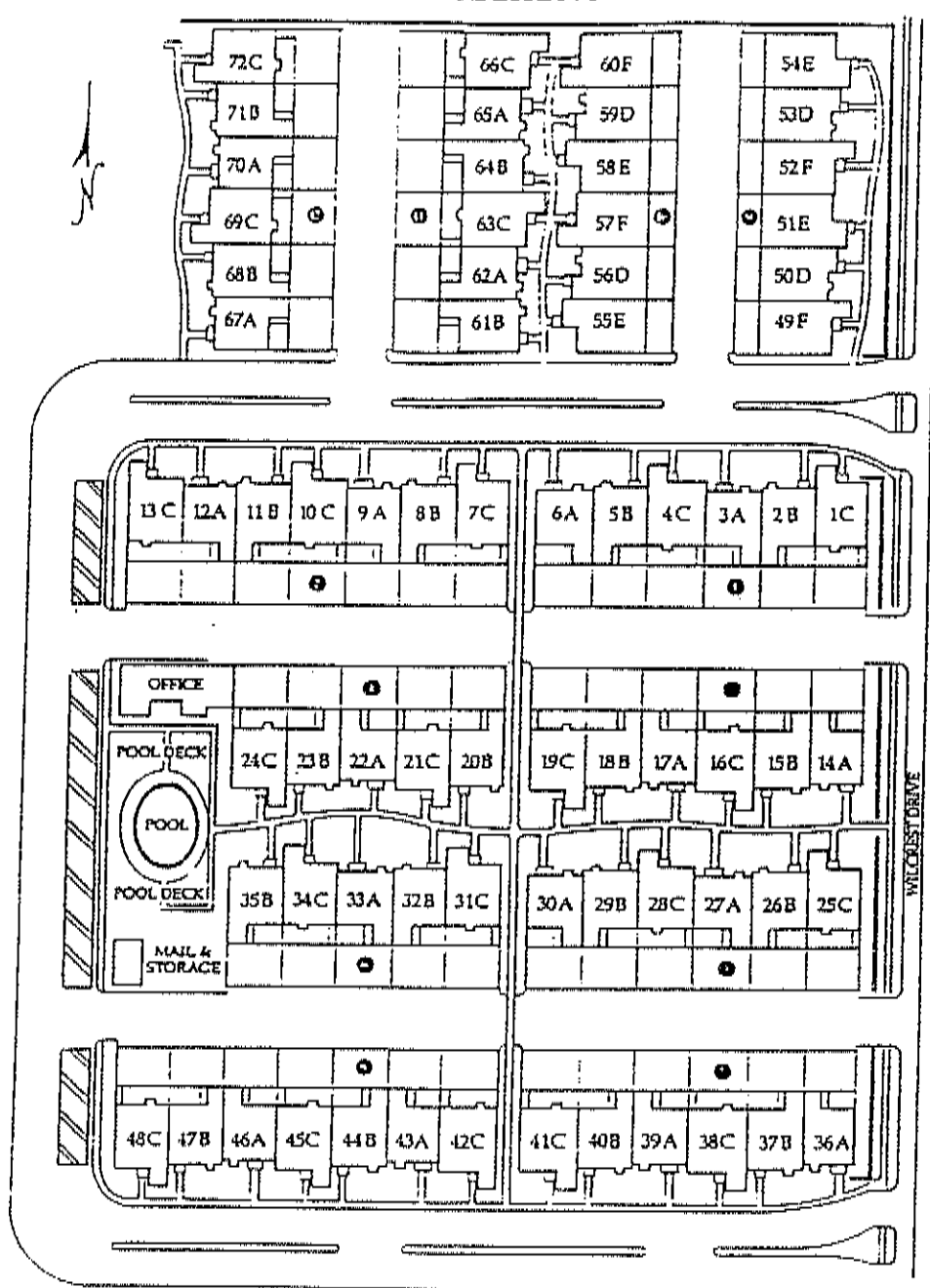
The following items are listed based on category.

1. Items to be paid for 100% by the Association
  - Exterior painting, (except back patio/deck doors, eaves, walls and gutters). This includes exterior of the front doors and woodwork, eaves, flashing, 2nd story gutters and downspouts, garage door and trash door.
  - Trash door and frame repair and replacement, including hardware.
  - Stratford Cable TV repair outside unit.
  - Pipes and drains outside, but not under, the unit or the homeowner's lot.
  - Wood trim around garage doors.
2. Items to be paid for 50% by the Association with the homeowner paying the other 50%:
  - Brickwork maintenance and caulking of cracks except inside back patio/deck, which is homeowner's full responsibility.
  - Front entry door frame, wood surround, and overhang.

3. Items that are not covered by the Association at all:

- Maintenance of interior of unit.
- Front door and hardware replacement and repair.
- Front door lights and fixtures.
- Windows and window caulking.
- Garage door and opener repair and replacement.
- Stratford Cable TV repair or replacement inside the unit.
- Electrical and plumbing repair or replacement inside or under the unit or homeowner's lot, including drains and sewers.
- Wind turbine repair and replacement.
- Air conditioning units.
- Townhome foundations.
- Roof repair or replacement, including sloped and flat roofs, flat garage decks, flashing, chimney covers, etc.
- Water leaks through roofs, walls, and windows, etc., of any type.
- Maintenance of patio/decks, including gutters, flashing, painting, brickwork, doors, windows, walls, etc.

# SECTION I



- Guest Parking Area

- Vehicles parked outside of the garages are only allowed in the designated areas.
- All vehicles must have a parking permit displayed.
- Vehicles without permits or outside of the parking area will be towed without warning, except for service trucks.
- All parking outside of the garages is for temporary guests only and not for residents.
- Parking is for cars and light trucks/vans, trailers and campers will be towed.
- Residents planning meetings or parties and needing additional parking should call the property manager ahead of time to make arrangements.

STRATFORD TOWNHOMES  
ROOFING REFERENDUM ANNOUNCEMENT

MARCH 19, 1991

The recent homeowner referendum on the proposed special assessment for roof replacement has been overwhelmingly defeated by a 4 to 1 margin, i.e., 43 votes against the Association's maintaining roofs and 11 for.

As a result of this vote, the Homeowners Association, HOA, will no longer be responsible for any roof related repairs on any of the individual townhome units. This is now the total responsibility of each individual homeowner. The HOA will still be responsible for the roofs of the common elements, such as the mailroom and clubhouse.

All homeowners will be required to comply with the following roofing standard with regard to replacement shingle roof color. This has been complex since the sloped roofs are a very visible part of the buildings.

Stratford Roofing Standard

Owens-Corning Weatherwood Shingle or equivalent as approved by the Board.

(This is a slate gray/brown shingle that is available in several weight ratings, such as 20, 25, and 30 years).

In addition, attached is the revised maintenance coverage description. This has been revised to exclude roofs as well as to further define and limit certain other repairs.

Please come to the next Board Meeting or contact the management company if you have any questions or comments.

INSURANCE DEDUCTIBLE RESOLUTION  
*Stratford Townhomes*

The Board of Directors has obtained insurance policies protecting the buildings and common elements of the property; and

WHEREAS, the Board of Directors, having considered all relevant factors, and based on its business judgment, has agreed to a stated deductible; and

WHEREAS, the Board of Directors is of the opinion that it is necessary to adopt and enforce an equitable policy in regard to the liability for payment of the deductible:

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted:

1. In the event of the loss or damage covered by the Association's insurance policy is caused by the negligence of a unit owner, the unit owner's tenants, invites or guests, such unit owner shall be liable for the full amount of any deductible on the Association's insurance policy.
2. In the event that:
  - (i) The loss originates or is caused by the unit owner, the unit owner's tenants, invitees or guests, or from unknown causes "within the unit" without any negligence being attributable; or
  - (ii) The cause of the loss cannot be determined and is only related to the unit owner's unit or the limited common elements assigned to the unit owner's unit.

*The unit owner shall be liable for the full deductible on the Association's policy.*
3. In the event more than one unit is involved in any insured loss and the cause of the damage cannot be attributable to any one unit or resident, the deductible will be proportionately distributed among all unit owners who have experienced the loss.
4. The Board urges all resident unit owners to purchase insurance coverage to supplement coverage not provided by the master policy. All unit owners are encouraged to contact their insurance agent to discuss these issues.
5. Unit owners are responsible for obtaining and continuing their individual insurance policies.

Resolved this 4 day of April, 2001

*Liz Wright*

SECRET

*President*

\* A \*

RECORDERS MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.

*PRESIDENT'S*  
**SECRETARY'S CERTIFICATE OF  
MARLBOROUGH SQUARE, SECTION I OWNERS'  
ASSOCIATION, INC. D/B/A STRATFORD TOWNHOMES ASSOCIATION**

05/08/01 201506374 V035927 \$13.00

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**KNOW ALL MEN BY THESE PRESENTS:**

*PRESIDENT*

The undersigned, being the duly elected, qualified, and acting ~~Secretary~~ of Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, d/b/a Stratford Townhomes Association, the corporation set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions of Marlborough Square, Section I" recorded under County Clerk's File Number G844720 of the Real Property Records of Harris County, Texas, as amended by that certain "Amendment to the Declaration of Covenants, Conditions and Restrictions of Marlborough Square, Section I" recorded under County Clerk's File Number P593244 of the Real Property Records of Harris County, Texas, together with all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"), ~~the undersigned Secretary further being the keeper of the minutes and records of said corporation,~~ does hereby certify that the following are true, correct and genuine copies of the following described original documents attached hereto as indicated herein below:

1. *Insurance Deductible Resolution (for) Stratford Townhomes* dated October 20, 1998, attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 6<sup>th</sup> day of April, 2000.

FILE FOR RECORD  
8:00 AM  
MAY - 3 2001

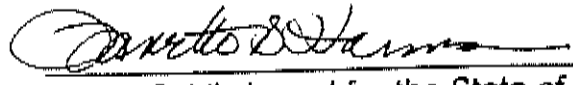
*County Clerk*  
County Clerk, Harris County, Texas

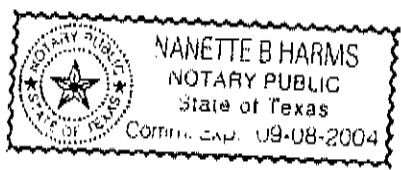
*Lily Wright*  
LILY WRIGHT, PRESIDENT, Secretary  
of, Marlborough Square, Section I Owners'  
Association, Inc., a Texas non-profit corporation,  
d/b/a Stratford Townhomes Association



THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of April, 2000, by Lily Wright, PRESIDENT, Secretary of Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, d/b/a Stratford Townhomes Association on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



Record and Return to:  
Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P.  
Attn: Kristi A. Slaughter  
808 Travis, Suite 2600  
Houston, Texas 77002

**REVISED INSURANCE AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARLBOROUGH SQUARE, SECTION I**

**THE STATE OF TEXAS** \*

**THE COUNTY OF HARRIS** \*

**WHEREAS**, on January 22, 1981, Lakeside Townhomes, a Texas Limited Partnership (hereinafter referred to as "Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions for Marlborough Square, Section I (hereinafter referred to as "Declaration"), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. 0844720, and recorded under Film Code No. 176-97-2201 in the Official Public Records of Real Property of Harris County, Texas, imposing on Marlborough Square, Section I, a subdivision in Harris County, Texas, according to the plat (map) thereof recorded in the Real Property Records of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof, and additionally bringing said subdivision within the jurisdiction of the Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, which operates under the assumed name of the Stratford Townhomes Association (hereinafter referred to as the "Association"); and

**WHEREAS**, on May 8, 2001, the Association executed that certain Insurance Deductible Resolution for Stratford Townhomes, filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. V035927, and the Association later passed the 'Association's Responsibility for Exterior Maintenance' policy, and Amendment and policy revising in part Sections 5.04 of Article 5 of the Declaration and 6.04 of Article 6 of the Declaration.

**WHEREAS**, Article 11 of the Declaration (at page 24) provides that the Declaration may be amended with an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the owners; and

**WHEREAS**, sixty-six and two-thirds percent (66-2/3%) of the owners, as defined in the Declaration, desire to supplement and amend the Declaration and First Amendment in order to insure and preserve the value and integrity of the Property; and

*Handwritten signature*  
6106 2-24-10

WHEREAS, the owners of at least sixty-six and two-thirds percent (66-2/3%) of the lots encompassed within and subject to the provisions of the Declaration desire to amend the Declaration and First Amendment, pursuant to their right to do so, in order to provide for a more complete insurance coverage for the townhouses at Marlborough Square, Section I, and

WHEREAS, the owners of at least sixty-six and two-thirds percent (66-2/3%) of the lots encompassed within and subject to the provisions of the Declaration, desire that the remaining terms and provisions of the Declaration and the First Amendment remain the same.

NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS, THAT the Declaration is hereby amended as follows:

Section 5.04. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of such Owner's Townhouse and for insuring the Owner's improvements, alterations, additions and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Each Owner, at such Owner's own cost and expense, must carry an individual standard Texas Homeowner's policy or a Standard Texas Homeowner's (HO-CON-B) Policy, together with a \$10,000 Loss Assessment Rider, and a minimum \$100,000 personal liability insurance, insuring against the liability of such Owner, inasmuch as liability insurance policies to be carried by the Association may, as to each Owner, be only with respect to such Owner's liability arising out of the ownership, maintenance, or repair of that portion of the Project which is not reserved for his exclusive use or occupancy. Except for personal liability claims which have no cap, there is a \$10,000 maximum stop-loss cap on any one Owner per occurrence. Any remaining balance of the insurance deductible will be assessed equally to the remaining Owners. All Owners shall, by January 31<sup>st</sup> of each year or at any time with 10 day written request, provide a copy of their policies to the Association and each policy purchased shall name the Association as an additional insured. The Association shall also be provided with all renewal policies and any cancellations. Should an Owner not provide coverage as required above, the Association, after 10 day written notice may, but is not required to, purchase a required policy for the Owner and bill the Owner for the premiums as

assessments.

Section 6.04. Responsibility and Indemnity by Owner Subject to the provisions of Section 5.03, each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner or such Owner's family, agents, employees and invitees or from any losses originating from such Owner's unit, and, to the extent not covered by the insurance proceeds collected by the Association, each Owner, by virtue of acceptance or ownership of a Townhouse, hereby indemnifies the Association and all other Owners against any such costs. Said costs include, but are not limited to, the insurance deductible, losses to neighboring Units and common areas. When insurance claims include both insurance proceeds and Owner proceeds, the Association has complete control over both proceeds and all decisions for repairs, settlements and the arbitration of any disputes attributable to any insurable loss.

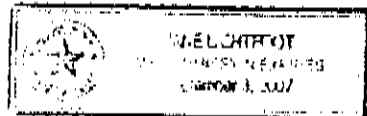
*[Handwritten Signature]*  
Secretary, Homebody

Dated the 17 day of March, 2007

Before me, the undersigned authority, on this day personally appeared Paula Kay Stearns, Esq., President of Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, which operates under the assumed name of the Stratford Townhomes Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least sixty-six and two-thirds percent (66 2/3%) of the lot owners had approved this Amendment in writing and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Association.

Given under my hand and seal of office, this the 17 day of March, 2007.

*[Handwritten Signature]*  
Notary Public, State of Texas



Return to  
Mr. Wayne D. Murray, Esq.  
Property Masters, Inc.  
11441 Richmond, Suite 1003  
Houston, TX 77082

RECORDED & INDEXED  
MAR 22 2007  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

PROPERTY MASTERS, INC. HAS ELECTED TO FILE WITH A SET OF THE RECORDS AND COUNTY CLERK OF HARRIS COUNTY A WRITING INSTRUMENT IDENTIFYING THE PROPERTY MASTERS, INC. AS THE ASSOCIATION OF THE STRATFORD TOWNHOMES ASSOCIATION, INC. IN THE CITY OF HOUSTON, TEXAS. I HAVE REVIEWED THE WRITING INSTRUMENT AND THE INSTRUMENT IS IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE HOUSTON POLYMER LETTERFOND ACT AND THE INSTRUMENT IS BEING RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

APR - 2 2007



*[Handwritten Signature]*  
Notary Public, State of Texas

**SECOND REVISED INSURANCE AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARLBOROUGH  
SQUARE, SECTION I**

**THE STATE OF TEXAS** \*

**THE COUNTY OF HARRIS** \*

**WHEREAS**, on January 22, 1981, Lakeside Townhomes, a Texas Limited Partnership (hereinafter referred to as "Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions for Marlborough Square, Section I (hereinafter referred to as "Declaration"), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. G844720, and recorded under Film Code No. 176-97-2201 in the Official Public Records of Real Property of Harris County, Texas, imposing on Marlborough Square, Section I, a subdivision in Harris County, Texas, according to the plat (map) thereof recorded in the Real Property Records of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof, and additionally bringing said subdivision within the jurisdiction of the Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, which operates under the assumed name of the Stratford Townhomes Association (hereinafter referred to as the "Association"); and

IEE

**WHEREAS**, on May 8, 2001, the Association executed that certain Insurance Deductible Resolution for Stratford Townhomes, filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. V035927; and the Association later passed the "Association's Responsibility for Exterior Maintenance" policy, said Amendment and policy revising in part Sections 5.04 of Article 5 of the Declaration and 6.04 of Article 6 of the Declaration.

**WHEREAS**, on \_\_\_\_\_, the Association executed that certain Revised Insurance Amendment filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. \_\_\_\_\_; said Amendment revising in part Sections 5.04 of Article 5 of the Declaration and 6.04 of Article 6 of the Declaration.

20140315044

**WHEREAS**, Article 11 of the Declaration (at page 24) provides that the Declaration may be amended with an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the owners; and

**WHEREAS**, sixty-six and two-thirds percent (66-2/3%) of the owners, as defined in the Declaration, desire to supplement and amend the Declaration and First Amendment in order to insure and preserve the value and integrity of the Property; and

**WHEREAS**, the owners of at least sixty-six and two-thirds percent (66-2/3%) of the lots encompassed within and subject to the provisions of the Declaration desire to amend the Declaration and First Amendment, pursuant to their right to do so, in order to provide for a more complete insurance coverage for the townhouses at Marlborough Square, Section 1, and

**WHEREAS**, the owners of at least sixty-six and two-thirds percent (66-2/3%) of the lots encompassed within and subject to the provisions of the Declaration, desire that the remaining terms and provisions of the Declaration and the First Amendment remain the same.

**NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS, THAT** the Declaration is hereby amended as follows:

Section 5.01 Association and Individual Insurance Coverage. Each Owner shall be responsible for insurance policies that cover the full replacement cost of the Owner's property for fire, general liability and extended coverage covering their portion of the building in which the Owner's Townhouse is located, including, but not limited to, the exterior and interior walls, roof, foundation, floors and floor coverings, pipes under the foundation, garages, permanently installed fixtures and the contents and furnishings of such Owner's Townhouse against fire, windstorm, hail, explosion, vandalism, malicious mischief and other risks normally covered by extended coverage insurance in Texas. All personal liability policies must carry coverage for bodily injury or death in the amount of \$300,000.00 and property damage equal to the value of the replacement cost of the Townhouse and contents. All policies shall name the Owner, the Association and any mortgagee as co-insureds. All Owners shall, by January 31<sup>st</sup> of each year or at any time with 10 day written request, provide a copy of their policies to the Association and each policy purchased shall name the Association as an additional insured. The Association shall also be provided with all renewal policies and any cancellations. Should an Owner not

provide coverage as required above, the Association, after 10 day written notice may, but is not required to, purchase a required policy for the Owner and bill the Owner for the premiums as Assessments.

The Association shall obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies insuring the common areas and the contents thereof against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions and a general liability policy for such areas as well. Additionally, the Association shall furnish such other insurance in such reasonable amounts as the Board shall deem desirable, including without limitation director's and officer's liability insurance.

Section 5.04 and 5.05 are hereby deleted.

Section 6.01. Responsibility and Indemnity by Owner. In the event of loss or damage from any cause insured against by an Owner as set out in Section 5.01, the proceeds from such insurance shall be used to repair or replace the damaged portions of any unit unless the Association in its sole discretion deems otherwise. In the event the proceeds are not sufficient to pay the full replacement costs for such damage, the Owner shall promptly pay the additional amount or his pro rata part in the event of shared elements thereof. Should any Owner fail to reconstruct his Townhouse or pay for repairs or replacement not covered by insurance proceeds, the Association shall have the power to complete said repair, replacement or payment and assess such Owner and such Owner's Townhouse for same and shall have all the liens to secure payment and remedies to collect same as are provided herein with respect to the Assessments. All reconstruction or repair must first be submitted to the Association for approval. Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner or such Owner's family, agents, employees and invitees or from any losses originating from such Owner's unit, and, to the extent not covered by the insurance proceeds collected by the Association, each Owner, by virtue of acceptance or ownership of a Townhouse, hereby indemnifies the Association and all other Owners against any such costs. Said costs include, but are not limited to, the insurance deductible, losses to neighboring Units and common areas.

When insurance claims include both Association proceeds and Owner proceeds, the Association has complete control over both proceeds and all decisions for repairs, settlements and the arbitration of any disputes attributable to any insurable loss.

Sections 6.02 and 6.03 are hereby deleted.

Anne E. Hoskin  
Anne E. Hoskin  
President

Dated the 25th day of February, 2014.

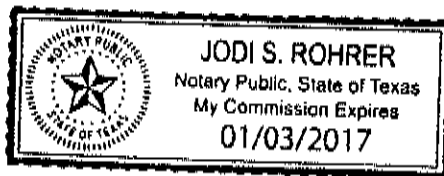
Before me, the undersigned authority, on this day personally appeared Anne E. Hoskin, President of Marlborough Square, Section I Owners' Association, Inc., a Texas non-profit corporation, which operates under the assumed name of the Stratford Townhomes Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least sixty-six and two-thirds percent (66-2/3%) of the lot owners had approved this Amendment in writing and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Association.

Given under my hand and seal of office, this the 25th day of February, 2014.

Jodi S. Rohrer  
Notary Public, State of Texas

Return to:

Kathy Ann Terry  
Attorney at Law  
PO Box 690141  
Houston, TX 77269



0000-19-0000



092-19-0061

FILED FOR RECORD  
8:00 AM

JUL 18 2014

*Stan Stewart*  
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

JUL 18 2014



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*C.1004*

*April 20, 1993*

**MARLBOROUGH SQUARE, SECTION I  
D/B/A STRATFORD TOWNHOMES**

**RESOLUTION 93-01  
STREET MAINTENANCE POLICY**

WHEREAS the Articles of Incorporation of Marlborough Square, Section I Owners' Association, Inc., were filed with the Office of the Secretary of State of Texas, under Charter Number 548194, on January 21, 1981, and WHEREAS other documents, referred to as the Declaration of Covenants, Conditions and Restrictions (Declaration) and By-Laws (By-Laws), were created and filed of record, creating a Townhome Regime and Board of Directors, and,

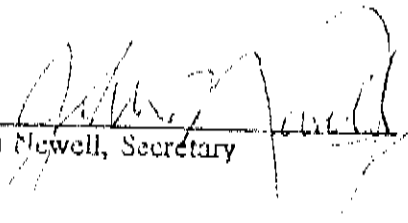
WHEREAS the Board of Directors is charged with and empowered to maintain the common areas, which includes the streets and drives, be it

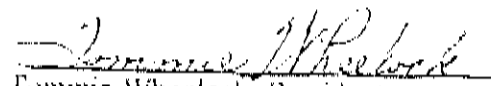
THEREFORE RESOLVED the Board of Directors may enter into a Street Maintenance Policy jointly agreed to with Marlborough Square, Section II Owners' Association, Inc., wherein Section I shall maintain, at its sole expense and discretion, the private streets commonly referred to as the "North Drive" and the "West Drive" and Section II shall maintain, at its sole expense and discretion, the private street commonly referred to as the "South Drive" all for the joint use and benefit of the residents of Sections I and II. The term "drive" shall refer to the concrete roadbed and curbs and storm drains related thereto. The landscaping materials, lighting, signs, sprinkler system and such other improvements shall be subject to other forms of agreements between Sections I and II.

THEREFORE, further JOINT RESOLUTIONS may be agreed upon and EXECUTED BETWEEN Sections I and II for the purposes of defining use and responsibility.

RESOLUTION 93-01 is hereby passed by the Board of Directors and becomes effective on April 20, 1993.

FOR THE BOARD OF DIRECTORS

  
John Newell, Secretary

  
Tommie Wheelock, President