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**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

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

I am the attorney for Marble Arch Townhomes Council of Co-Owners, a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

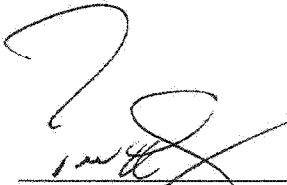
Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) Repair Responsibility Policy; and 2) Assessment Collection Policy. The document attached hereto is subject to being supplemented, amended or changed by the Association.

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

- 1) Condominium Declaration for Marble Arch Townhomes Council of Co-Owners, recorded on August 23, 1977, under Clerk’s File No. F268544 in the Official Public Records of Harris County, Texas, and under Volume 46, Page 110 et seq. of the Condominium Records of Harris County, Texas.
- 2) Amendment to the Condominium for Marble Arch Townhomes Council of Co-Owners, recorded on November 11, 1977, under Clerk’s File No. F370087 in the Official Public Records of Harris County, Texas, and under Volume 53, Page 101 et seq. of the Condominium Records of Harris County, Texas.
- 3) Bylaws for Marble Arch Townhomes Council of Co-Owners, recorded on March 3, 1994, under Clerk’s File No. P732899 of the Official Public Records of Harris County, Texas, and under Film Code No. 166006 of the Condominium Records of Harris County, Texas.
- 4) First Amendment to the Bylaws for Marble Arch Townhomes Council of Co-Owners, recorded on March 3, 1994, under Clerk’s File No. P732900 of the Official Public Records of Harris County, Texas, and under Film Code No. 166010 of the Condominium Records of Harris County, Texas.
- 5) Notice of Dedicatory Instruments for Marble Arch Townhomes Council of Co-Owners, recording the following dedicatory instruments: 1) Articles of Incorporation; 2) Bylaws; and 3) Rules & Regulations, recorded on January 21, 2000, under County Clerk’s File No. U187542 of the Official Public Records of Harris County, Texas.

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SIGNED on this the 29th day of April, 2014.



Printed Name: Terry H. Sears
Position Held: Attorney and Agent for Marble Arch
Townhomes Council of Co-Owners

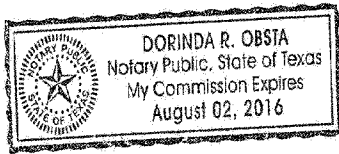
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NO
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VERIFICATION

THE STATE OF TEXAS §
COUNTY OF HARRIS §

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

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 29th day of April, 2014.



Dorinda R. Obsta
Notary Public - State of Texas

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

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**MARBLE ARCH TOWNHOME ASSOCIATION
REPAIR RESPONSIBILITY POLICY**

1. Marble Arch is not responsible for damage occurring by rising water caused by heavy rains.
2. Any homeowner changing the grade around their unit as patios, etc., will be solely responsible for any damage incurred by rising water damage due to the change in the flow of the water. Marble Arch Townhome Association will not be held responsible for changes made to the outside perimeter of a unit.
3. In case of a plumbing break which results in damage to a unit the responsibility of Marble Arch Townhome Association is to repair the break. As a courtesy, the maintenance crew will clean up water from the unit within 24 hours of the next business day. The Association has no further responsibility to the homeowner for costs incurred. Any further costs need to be settled by the homeowners' insurance company.
4. In a casualty situation such as fire, any occurrence filed with the insurance company of Marble Arch Townhome Association and settled by such insurance agency, the homeowner shall be responsible for the deductible portion of this claim and the homeowner will be billed by the Management.
5. Any custom flooring such as saltillo tile or parquet/wood will be the sole responsibility of the homeowner for any repair. Marble Arch will not be responsible for damage to those same floors in the case of foundation repairs, water damage, etc.

**MARBLE ARCH TOWNHOMES COUNCIL OF CO-OWNERS
ASSESSMENT COLLECTION POLICY**

STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the MARBLE ARCH TOWNHOMES COUNCIL OF CO-OWNERS (the "Association") was incorporated in the STATE OF TEXAS; and

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration for the Marble Arch Townhomes Council of Co-Owners (hereafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration and Section 82.102 (12) of the Texas Uniform Condominium Act empower the Association to levy assessments and to use certain powers of enforcement and collection and further obligates property owners to pay such levies and related charges and costs; and

WHEREAS, some owners have failed to timely meet their payment obligations; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for assessment collection and to provide clear and definitive guidance to the members of the Association;

NOW, THEREFORE, the Board has duly adopted the following Assessment Collection Policy.

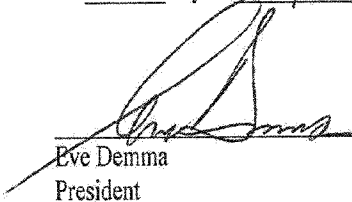
1. All maintenance fee assessments are due on the first day of each month. Any assessment which is not paid when due shall be deemed delinquent.
2. Any account with an unpaid maintenance fee assessment after the 15th of the month shall be assessed a late charge in the amount of \$25.00.
3. If any assessment remains unpaid thirty-five (35) days after the due date, the Managing Agent is authorized to send the owner a Collection Letter until the account balance is less than \$50.00. Each Collection Letter shall specify the total amount then owing as well as a breakdown of the total amount. A processing fee of \$5.00 shall be added to the delinquent account for each Collection Letter mailed.
4. If any assessment remains unpaid sixty-five (65) days after the due date and the account balance is over \$500.00, the Managing Agent is authorized to send the owner a Certified Collection Letter, which shall specify the total amount then owing as well as a breakdown of the total amount. The Certified Collection Letter shall apprise the owner that collection of the account will be turned over to the Association's attorney unless payment in full is received within thirty (30) days of the date of the letter. A processing fee of \$15.00 plus the cost of postage shall be added to the delinquent account for each Certified Collection Letter mailed.
5. If any assessment remains unpaid thirty (30) days after mailing the Certified Collection Letter and the account balance is over \$500.00, the Managing Agent is authorized to instruct the Association's attorney to proceed with steps necessary to effect enforcement of the Association's lien to satisfy the assessments due, including conducting a foreclosure sale.

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6. Payments must be made in the following form: personal check, cashier's check, or money order. Cash will not be accepted.
7. The owner may enter into an approved payment plan. A onetime processing fee of \$60.00 shall be added to the delinquent account for the cost associated with setting up the payment plan. For the term of the payment plan, a monthly processing fee of \$15.00 shall be added to the delinquent account to defer the costs associated with monitoring and administering the payment plan.
8. All assessments are due in full. If a payment plan is established, an owner may make a partial payment towards a delinquent account. Unless otherwise agreed upon, the Association may reject all partial payments.
9. Any partial payment that is accepted, whether agreed upon in an approved payment plan or otherwise, shall be applied toward the delinquent account in the following order: 1) delinquent assessments, 2) current assessments, 3) attorneys' fees and collection costs associated with a delinquent account, 4) attorneys' fees other than those associated with a delinquent account, 5) fines; and 6) any other amount owed to the Association.
10. A processing fee of \$25.00 shall be added to an account for any and all payment(s) returned by a financial institution due to insufficient funds (NSF). The Association may require payment in the form of a cashier's check or money order to replace a NSF check. The Association may immediately require all future payments to be paid in the form of certified funds upon receipt of a NSF check.
11. All costs and fees incurred by, charged to or paid by the Association for processing a delinquent account shall be added to the delinquent account and paid by the Member.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding assessment collection which may have previously been in effect. All other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 1 day of April, 2014.



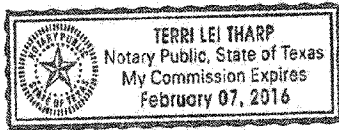
Eve Demma
President

Marble Arch Townhomes Council of Co-Owners

STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Eve Demma, President of Marble Arch Townhomes Council of Co-Owners, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1st day of April 2014.



Terri Tharp
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SEARS & BENNETT, LLP
9700 RICHMOND AVENUE, SUITE 222
HOUSTON, TEXAS 77042
TELEPHONE: (713) 782-1788
WWW.SEARSFIRM.COM

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 36.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS