



**NOTICE OF DEDICATORY INSTRUMENTS
FOR
FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS

COUNTY OF FORT BEND

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The undersigned, being the authorized representative of Fairway Villas Townhomes (Houston) Owners Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby certifies as follows:

1. Property. The Property to which the Notice applies is described as follows:
A residential development located in Fort Bend County, Texas comprised of Covenant Crest, Section One (1), according to the Plat recorded in Plat No. 20060067 of the Plat Records of Fort Bend County, Texas and Covenant Crest, Section Two (2), according to the Plat recorded in Plat No. 20060068 of the Plat Records of Fort Bend County, Texas.
2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Property, and the recording information for such document(s) are as follows:
 - a. Document:
Declaration of Covenants, Conditions and Restrictions for Fairway Villas Townhomes
 - b. Recording Information:
Fort Bend County Clerk's File No. 2010084979
3. Dedicatory Instruments. In addition to the Restrictive Covenants identified in paragraphs 2, above, the following documents are Dedicatory Instruments governing the Association:
 - a. Articles of Incorporation of Fairway Villas Townhomes (Houston) Owners Association, Inc.;
 - b. Certificate of Amendment to Articles of Incorporation of Fairway Villas Townhomes (Houston) Owners Association, Inc.;
 - c. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Fairway Villas Townhomes (Houston) Owners Association, Inc.;
 - d. Open Records Policy for Fairway Villas Townhomes (Houston) Owners Association, Inc.;
 - e. Records Retention Policy for Fairway Villas Townhomes (Houston) Owners Association, Inc.; and
 - f. Payment Plan Policy for Fairway Villas Townhomes (Houston) Owners Association, Inc.

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

Executed on this 9th day of April, 2012.

**FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS
ASSOCIATION, INC.**

By: *Rick S. Butler*
Rick S. Butler, authorized representative

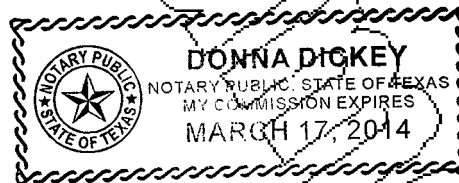
THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Fairway Villas Townhomes (Houston) Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 9th day of April, 2012, to certify which witness my hand and official seal.

Donna Dickey
Notary Public in and for the State of Texas



Return to:
Rick S. Butler
BUTLER | HAILEY
8901 Gaylord Drive, Suite 100
Houston, Texas 77024
213455

**ARTICLES OF INCORPORATION
OF
FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC.**

I, the undersigned, natural person of the age of twenty-one (21) years or more, being a citizen of the State of Texas, acting as the incorporator of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation:

**ARTICLE I.
NAME**

The name of the Corporation is FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC., hereinafter referred to as the "Corporation" or the "Association."

**ARTICLE II.
NONPROFIT**

The Corporation is a nonprofit corporation.

**ARTICLE III.
DURATION**

The period of its duration is perpetual.

**ARTICLE IV.
POWERS**

The Corporation shall have all power allowed by the law of Texas to be exercised by non-profit corporations, including without limitation the power and responsibility to maintain and administer the common area of Fairway Villas Townhomes, and any additional properties which may come within the jurisdiction of the Association; to administer and enforce any covenants and restrictions filed of record in the Official Public Records of Real Property of Fort Bend County, Texas; to collect and disburse the assessments and charges thereof; and to similarly deal with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed which the Association may acquire.

**ARTICLE V.
MEMBERSHIP**

The Association shall have two classes of Members. Class "A" Members shall be all Owners of Property subject to the Declaration of Covenants, Conditions and Restrictions for Fairway Villas Townhomes (hereinafter referred to as the "Declaration"), other than Declarant (as defined in the Declaration). Membership shall be appurtenant to, and may not be separated from ownership of any lot which is subject to assessment by the

Association.

The Class "B" Member shall be Declarant; provided however that Declarant shall cease to be a Class "B" Member and shall become a Class "A" Member on the happening of either of the following events:

- (i) when the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership, or
- (ii) the expiration of ten (10) years from the recording date of the Declaration in the Real Property Records of Fort Bend County.

ARTICLE VI. VOTING RIGHTS

Class A Members The Class "A" Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that Members jointly entitled to cast one vote do not agree as to how their vote is to be cast, their vote shall be void and of no effect.

Class B Member The Class "B" Member shall be entitled to ten votes for each Lot owned.

ARTICLE VII. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. Until the election of the Directors at the first annual meeting of the Members, the three (3) Initial Board of Directors, listed in Article XI, shall so serve.

At the first annual meeting, Members shall elect the entire Board of Directors as follows: the candidate receiving the third-highest number of votes shall be elected for a term of one (1) year, the candidate receiving the second-highest number of votes shall be elected for a term of two (2) years, and the candidate receiving the highest number of votes shall be elected to a three (3) year term; and at each annual meeting thereafter, all Directors shall be elected for three (3) year terms.

ARTICLE VIII. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association,

trust or other organization to be devoted to such similar purposes.

ARTICLE IX. AMENDMENTS

Amendment of these Articles shall require the assent of three-fourths (3/4) of the Membership.

ARTICLE X. REGISTERED AGENT

The street address of the initial registered office of the Corporation is 11320 Richmond Avenue, Houston, Texas 77082, and the name of its registered agent at such address is Joe R. Zimmerman, P.E.

ARTICLE XI. INITIAL BOARD OF DIRECTORS

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

<u>Heath Melton</u>	<u>11320 Richmond Avenue, Houston, Texas 77082</u>
(name)	(address)
<u>Chelsea Wilson</u>	<u>11320 Richmond Avenue, Houston, Texas 77082</u>
(name)	(address)
<u>Anthony Garza</u>	<u>11320 Richmond Avenue, Houston, Texas 77082</u>
(name)	(address)

ARTICLE XII. INCORPORATOR

The name and street address of the Incorporator is:

Name: Joe R. Zimmerman, P.E., 11320 Richmond Avenue, Houston, Texas 77082

Executed this the 20th day of July, 2006.

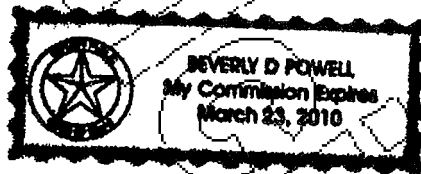
Joe R. Zimmerman, P.E.

2010089973

STATE OF TEXAS §

COUNTY OF HARRIS §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the date of execution set forth above.



Beverly D. Powell
Notary Public, State of Texas

FILED
In the Office of the
Secretary of State of Texas
SEP 17 2010

Corporations Section

**CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

**FAIRWAY VILLAS TOWNHOMES (HOUSTON)
OWNERS ASSOCIATION, INC.
(a Texas nonprofit corporation)**

**ARTICLE I
ENTITY INFORMATION**

- (a) The name of the corporation is FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC. (the "Association").
- (b) The Association is a Texas nonprofit corporation.
- (c) The filing number issued to the Association by Secretary of State is 800686594.
- (d) The Association's date of formation is July 26, 2006.

ARTICLE II

Article VI of the Articles of Incorporation of the Association is hereby deleted in its entirety and replaced with following language:

- a. Class A Members. The Class "A" Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. In the event that Members jointly entitled to cast one (1) vote do not agree as to how their vote is to be cast, their vote shall be void and of no effect.
- b. Class B Member. The Class "B" Member shall be Declarant, who shall be entitled to twenty (20) votes for each Lot it owns.

ARTICLE III

Article XI of the Articles of Incorporation of the Association is hereby deleted in its entirety and replaced with the following language:

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

<u>Name</u>	<u>Address</u>
Davin Toruta	11320 Richmond Avenue, Houston, Texas 77082;
Mary Julia	11320 Richmond Avenue, Houston, Texas 77082; and
Randy Meekes	11320 Richmond Avenue, Houston, Texas 77082.

ARTICLE IV STATEMENT OF APPROVAL

These amendments to the Articles of Incorporation of the Association have been approved by KB Home Lone Star, Inc., a Texas corporation, as the Declarant and the sole voting Member of the Association, in the manner required by the Texas Business Organizations Code and by the governing documents of the Association.

ARTICLE V EFFECTIVENESS OF FILING

This document becomes effective when the document is filed by the Secretary of State.

ARTICLE VI EXECUTION

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

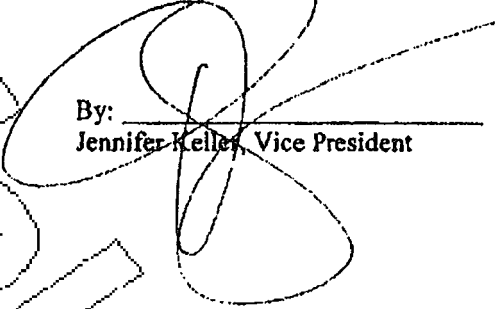
Signature follows.

*Signature to Certificate of Amendment to Articles of Incorporation of
Fairway Villas Townhomes (Houston) Owners Association, Inc.
(a Texas nonprofit corporation)*

IN WITNESS WHEREOF, I have hereunto set my hand this September 15, 2010.

DECLARANT:

**KB HOME LONE STAR, INC.,
a Texas corporation**

By: 
Jennifer Keller, Vice President

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

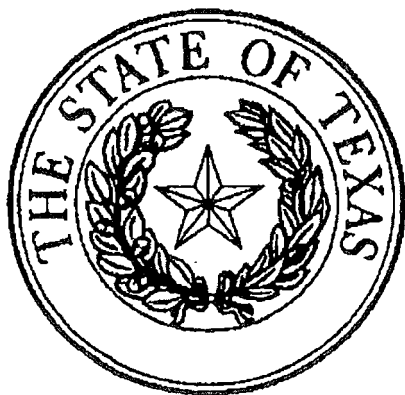
FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC.
800686594

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 09/17/2010

Effective: 09/17/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

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

for

FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Davin Toruta, President of Fairway Villas Townhomes (Houston) Owners Association, Inc. (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 12th day of March, 2012, 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 desires 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 Fairway Villas Townhomes (Houston) Owners Association, Inc., as identified in the Declaration.
- 1.2. **Declaration** - The Declaration of Covenants, Conditions and Restrictions for Fairway Villas Townhomes, recorded in the Official Public Records of Real Property of Fort Bend County, Texas on September 1, 2010, under Clerk's File No. 2010084979, as supplemented and amended.
- 1.3. **Dedictory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Fairway Villas

Townhomes, as more particularly defined in Section 202.001 of the Texas Property Code.

1.4. **Fairway Villas Townhomes** - The residential development located in Fort Bend County, Texas comprised of Covenant Crest, Section One (1), according to the Plat recorded in Plat No. 20060067 of the Plat Records of Fort Bend County, Texas and Covenant Crest, Section Two (2), according to the Plat recorded in Plat No. 20060068 of the Plat Records of Fort Bend County, Texas.

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 Fairway Villas Townhomes (Houston) Owners Association, Inc.

Other capitalized terms used in these Guidelines have the same meanings as that ascribed to them in the Declaration.

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 Fairway Villas Townhomes:

- 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 townhome 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 townhome 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 townhome 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 townhome. 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 Fairway Villas Townhomes:

- 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 townhome 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 townhome 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. 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 Fairway Villas Townhomes. 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 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 garage or in the front porch area of a townhome, if applicable, (on a permanent or temporary basis) is permitted on a Lot.
- 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 garage or in the front porch area of a townhome, if applicable, shall not exceed eight (8) feet in length.
- d. A flagpole, whether freestanding or attached to the garage or in the front porch area of a townhome, if applicable, 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 townhome 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.
- 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. Only the three (3) types of flags addressed in this Section may be displayed on the permitted freestanding flagpole or flagpole attached to the residential dwelling or garage.
- b. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- c. 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 garage or in the front porch area of a townhome, if applicable, shall be three (3) feet by five (5) feet.
- d. 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.
- e. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- f. A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the townhome or other structure on a Lot or a fence, or be displayed in a window of the townhome or other structure on a Lot.

- 5.6. Illumination.** Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts. 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 Fairway Villas Townhomes:

- 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 townhome. 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 townhome 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 as otherwise permitted in Fairway Villas Townhomes.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items 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 Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 20th day of March, 2012.

FAIRWAY VILLAS TOWNHOMES (HOUSTON),
OWNERS ASSOCIATION, INC.

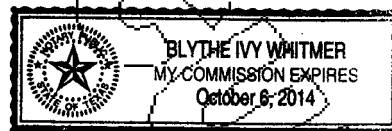
By: [Signature]
Davin Toruta, President

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned notary public, on this 20th day of March, 2012 personally appeared Davin Toruta, President of Fairway Villas Townhomes (Houston) Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

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



Return to:

Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

207282

**OPEN RECORDS POLICY
FOR
FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, David Toruta, President of Fairway Villas Townhomes (Houston) Owners Association, Inc. (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 20th day of March, 2012, 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 became 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 rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3") as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this Policy (either through amendment or error by this Policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

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.

* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

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 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.

I hereby certify that I am the duly elected, qualified and acting President 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 Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 20th day of March, 2012.

FAIRWAY VILLAS TOWNHOMES (HOUSTON)
OWNERS ASSOCIATION, INC.

By: 
David Toruta, President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

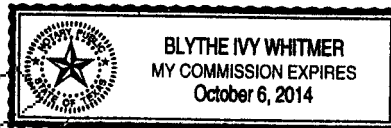
BEFORE ME, the undersigned notary public, on this 20th day of March, 2012 personally appeared Davin Foruta, President of Fairway Villas Townhomes (Houston) Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Blythe Ivy Whitmer
Notary Public in and for the State of Texas

Return to:

Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

207278



RECORDS RETENTION POLICY

for

FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

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I, Dayin Toruta, President of Fairway Villas Townhomes (Houston) Owners Association, Inc. (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 20th day of March, 2012, 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 became 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.

1. Retention Periods.

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of current owners	Five (5) years

c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions and all amendments and supplements to the Declaration of Covenants, Conditions and Restrictions; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently

s) Suit files

Seven (7) years after the date the suit is resolved

2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.

I hereby certify that I am the duly elected, qualified and acting President 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 Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 20th day of March, 2012.

**FAIRWAY VILLAS TOWNHOMES (HOUSTON)
OWNERS ASSOCIATION, INC.**

By: _____

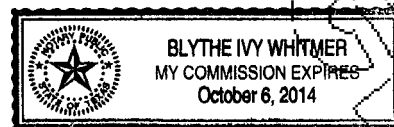
Davin Toruta, President

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 20th day of March, 2012 personally appeared Davin Toruta, President of Fairway Villas Townhomes (Houston) Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Blythe Ivy Whitmer
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024
207277



**PAYMENT PLAN POLICY
FOR
FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Davin Toruza, President of Fairway Villas Townhomes (Houston) Owners Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 10th day of March, 2012, 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) became 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 a maximum of six (6) months, with the payments being in equal amounts over the duration of the payment plan.
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: a total of \$25.00 for the preparation of a Payment Plan Agreement and for receiving, documenting and processing the payments. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the Declaration of Covenants, Conditions and Restrictions for Fairway Villas Townhomes.

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 President 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 Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 20th day of March, 2012.

**FAIRWAY VILLAS TOWNHOMES (HOUSTON) OWNERS
ASSOCIATION, INC.**

By: _____

Davin Toruta, President

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned notary public, on this 20th day of March, 2012 personally appeared Davin Toruta, President of Fairway Villas Townhomes (Houston) Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

Return to:

Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

207276



Let
BUTLER | HAILEY

8901 GAYLORD STREET, SUITE 100
HOUSTON, TEXAS 77024-3042

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2012 Apr 11 01:24 PM

2012037719

CAK \$123.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

Unofficial Document