

NOTICE
V

**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 Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

"My name is Sarah B. Gerdes. 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 Fairhaven Estates Homeowners' Association, 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.) Articles of Incorporation; 2.) Certificate of Correction of Fairhaven Estates Homeowners' Association; 3.) Bylaws of Fairhaven Estates Homeowners' Association; 4.) First Amendment to the Bylaws of Fairhaven Estates Homeowners' Association; 5.) First Amendment to the Declaration of Covenants, Conditions and Restrictions for Fairhaven Estates Subdivision; 6.) Document Retention Policy; 7.) Payment Plan Policy; and 8.) Records Production and Copying Policy.

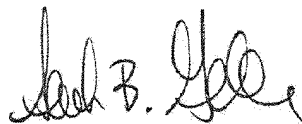
The documents attached hereto is subject to being supplemented, amended or changed by the Association.

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

- 1) Deed dated April 3, 2002, from MICHAEL R. WALTON to FREDDY WRIT, recorded under County Clerk's File No. V710565 in the Official Records of Real Property of Harris County, Texas.
- 2) DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRHAVEN ESTATES SUBDIVISION, recorded under County Clerk's File No. 20100234981 and Film Code No. 072-27-1481 in the Official Public Records of the Real Property Records of Harris County, Texas.

1EE

SIGNED on this the 23rd day of December, 2014.



Printed Name: Sarah B. Gerdes
Attorney/ Agent for Fairhaven Estates
Homeowners Association

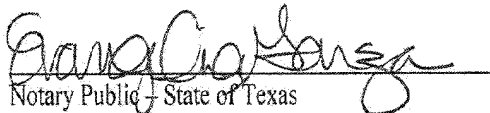
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VERIFICATION

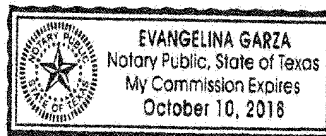
THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 22nd day of December, 2014.


Notary Public - State of Texas

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



FILED
In the Office of the
Secretary of State of Texas

DEC 09 2011

Corporations Section

ARTICLES OF INCORPORATION
OF
FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION

I, the undersigned natural person of the age of twenty-one (21) years or more, who is a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation of such corporation:

ARTICLE I

The name of the corporation is FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION, herein called the "Association".

ARTICLE II

The Association is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose for which the Association is organized is to provide for maintenance, preservation and architectural control of the residential lots and Common Area, if any, within FAIRHAVEN ESTATES, a residential subdivision in Harris County, Texas, or any other areas created by the dedication of additional property to the said subdivision, and carry out all covenants and conditions contained in the Declaration instrument recorded in the Real Property Records of Harris County, Texas, and to promote the health, safety and welfare of the residents within the above described property and any addition thereto as may hereafter be brought within the jurisdiction of this Association. The Association shall have the following powers in addition to those not prohibited by applicable law:

(a) To exercise the powers and privileges and to perform all of the duties and obligations as set forth in the Declaration of Covenants, Conditions and Restrictions for FAIRHAVEN ESTATES ("Restriction") recorded in the Official Public records of Real Property of Harris County, Texas;

(b) To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Restrictions, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of

the business of the Association including all licenses, Taxes, or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for borrowed money or debts incurred;

(e) To dedicate, sell, or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication nor transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members authorizing the Directors to act in behalf of the members for the purpose of accomplishing such dedication, sale or transfer;

(f) Notwithstanding the foregoing, the Board of Directors may from time to time without authorization of the membership, grant or dedicate easements with respect to the Common Area, if any, as may be necessary or convenient to provide or assist in utility service to the Property;

(g) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, if any, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3rds) of each class of members;

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have to exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 1704 Avenue D., Katy, Texas 77493, and the name of the initial registered agent is Michael R. Walton with the same address as the registered office.

ARTICLE VI

The name and street of the incorporator is:

NAME

ADDRESS

Michael R. Walton

1704 Avenue D., Katy, Texas 77493

ARTICLE VII

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer of FAIRHAVEN ESTATES and 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 of 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,

Class B. Class B members shall be the Developer of FAIRHAVEN ESTATES and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas, or

(b) On December 31, 2015,

ARTICLE VIII

The affairs of this Association shall be managed by a board of five (5) directors who shall be members of the Association; provided, however, the initial Board shall be composed of three (3) members appointed by Developer, who shall serve until the first meeting of members. The number of directors may be increased by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until selection of their successors are:

NAME

ADDRESS

Michael R. Walton

1704 Avenue D.
Katy, Texas 77493

Lynda R. Walton

1704 Avenue D.
Katy, Texas 77493

Donald Walton

1704 Avenue D
Katy, Texas 77493

At the first meeting, the members shall elect two directors for a term of two years and three directors for terms of three years, and at each annual meeting thereafter the members shall elect directors for terms of two (2) years, and may be needed.

ARTICLES IX

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of 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 the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be used for similar purposes.

ARTICLE X

Amendment of these articles shall require the assent of two-thirds (2/3) of the entire membership, with each class of membership voting its respective number of votes in accordance with Article VII hereof

IN WITNESS HEREOF, I, the undersigned, has hereunto set my hand, this the

9th day of December, 2011.



Michael R. Walton, Incorporator

Certificate of Correction

of

Fairhaven Estates Homeowners' Association

Pursuant to the provisions of Chapter 4, Subchapter C of the Texas Business Organizations Code, the undersigned filing entity adopts this Certificate of Correction to its Articles of Incorporation:

ARTICLE ONE

The name of the filing entity is Fairhaven Estates Homeowners' Association (the "Corporation"). The Corporation is a non-profit corporation. The filing number issued by the Secretary of State is 0801518383.

ARTICLE TWO

The filing instrument to be corrected is the Articles of Incorporation of Fairhaven Estates Homeowners' Association, Inc., which was filed with the Secretary of State on December 09, 2011.

ARTICLE THREE

The Declaration of Covenants, Conditions and Restrictions ("Declaration") for Fairhaven Estates Subdivision was executed and recorded in the Real Property Records of Harris County, Texas, prior to formation of Fairhaven Estates Homeowners' Association. The Declaration is the controlling document and supersedes the Articles of Incorporation for Fairhaven Estates Homeowners' Association. Article VII of the Articles of Incorporation erroneously stated the number of votes allocated to Class B members. The erroneous portion of the instrument is corrected to read as follows:

Class B. Class B members shall be the Developer of FAIRHAVEN ESTATES and shall be entitled to ten (10) votes for each Lot owned.

ARTICLE FOUR

Article VIII of the Articles of Incorporation erroneously stated the number of directors which will be elected to manage the Association and the terms to be served by the directors. The erroneous portion of the Articles of Incorporation is corrected to read as follows:

The affairs of this Association shall be managed by a board of three (3) directors who shall be members of the Association; provided, however, the initial Board shall be composed of three (3) members appointed by Developer, who shall serve until the first meeting of members.

At the first meeting, the member shall elect two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year. At each annual meeting thereafter the members shall elect directors for terms of two (2) years.

ARTICLE FIVE

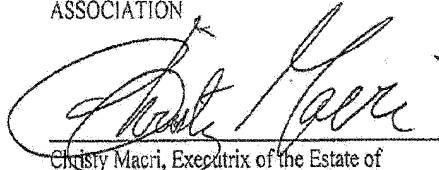
The filing instrument identified in this Certificate was an inaccurate record of the event or transaction evidenced in the filing instrument, contained an inaccurate or erroneous statement, or was defectively or erroneously signed, sealed, acknowledged or verified. This Certificate of Correction is submitted for the purpose of correcting the filing instrument.

ARTICLE SIX

After the Secretary of State files the Certificate of Correction, the filing instrument is considered to have been corrected on the date the filing instrument was originally filed except as to persons adversely affected. As to persons adversely affected by the correction, the filing instrument is considered to have been corrected on the date the Certificate of Correction is filed by the Secretary of State.

DATED this the 9 day of December, 2014.

FAIRHAVEN ESTATES HOMEOWNERS'
ASSOCIATION


Christy Macri, Executrix of the Estate of
Michael R. Walton, Original Incorporator

BYLAWS
OF
FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION

ARTICLE I.
NAME AND LOCATION

The name of the corporation is FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1704 Avenue D, Katy, Texas 77493, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

- 2.1 "Association" shall mean and refer to FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
- 2.2 "Properties" shall mean and refer to that certain real property described in the Declaration ("Declaration") as hereinafter described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
- 2.3 "Common Area", if any, shall mean all real property owned by the Association for the common use and enjoyment of the owners.
- 2.4 "Lots or Property" shall mean and refer to the residential lots described in the Declaration as hereinafter referred to.
- 2.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of Lots which are part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.
- 2.6 "Declarant" shall mean and refer to SCHIEL ROAD 62, LLC, its successors and assigns.
- 2.7 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties hereinabove referred to, such Declaration being recorded under Clerk's Film Code Number 632229 of the Real Property Records of Harris County, Texas, and any amendments thereto or such other restrictions created by additional properties dedicated to the Community of the Declarant.
- 2.8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.
- 2.9 "The Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE III.
MEETING OF MEMBERS

- 3.1 **Annual Meeting.** The first annual meeting of the members shall be held at 7:00 p.m. on the ____ day of _____, ____ and subsequent meetings shall be held at 7:00 p.m. on the anniversary date of such initial annual meeting or at such other times that the Board shall choose; if a legal holiday, then on the next succeeding business day.
- 3.2 **Special Meeting.** Special meetings of the members may be called at any time by the President or Board, or upon written request of twenty-five (25%) percent of the members who are entitled to vote.
- 3.3 **Notice of Meetings.** No written notice will be required for the annual meeting of the members unless such date is other than one year from date of first annual meeting. Written notice of each special meeting of the members shall be given by the Secretary or person authorized to call the meetings. Notice shall be mailed, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote. Notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour and purpose of the meeting.
- 3.4 **Quorum.** The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, twenty-five (25%) percent of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote shall adjourn the meeting from time to time without notice other than an announcement at the meeting that a vote shall not be taken until a quorum shall be present or represented.
- 3.5 **Proxies.** At all meetings each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her realty tract or tracts.

ARTICLE IV.
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

- 4.1 **Number.** The affairs of this Association shall be managed by a Board of at least two (2) directors.
- 4.2 **Term of Office.** The directors shall serve for terms of three (3) years or until such director is removed or resigns.
- 4.3 **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

- 4.4 **Compensation.** No director shall receive compensation for any service she/he may render to the Association.
- 4.5 **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval and consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V.
NOMINATION AND ELECTION OF DIRECTORS

- 5.1 **Nomination.** Nomination for election to the Board of Directors shall be made at the annual meeting or any meeting, if needed. There shall be as many nominations for election to the Board as needed, but not less than the number of vacancies that are to be filled.
- 5.2 **Election.** Election to the Board shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation, ByLaws or Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI.
MEETING OF DIRECTORS

- 6.1 **Regular Meetings.** Regular meetings of the Board can be held monthly, quarterly or at least annually without notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday
- 6.2 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.
- 6.3 **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 **Powers.** The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing use of the Common Area and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;
- (b) suspend the voting rights and right to use of the recreational facilities, if any, of members during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these ByLaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Director to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board; and
- (e) employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

7.2 **Duties.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof when such statement is requested in writing by twenty-five (25%) percent of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) send written notice of each assessment, regular or special, to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same, if in the judgement of the Association it is necessary;
- (e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) to procure and maintain adequate liability and hazard insurance on the property owned by the Association, if any;

- (g) to cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;
- (h) to cause the Common Areas, easements, entries and esplanades to the Properties to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

- 8.1 **Enumeration of Offices.** The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board, a Secretary, a Treasurer, and such other officers that the Board, from time to time, by resolution may create.
- 8.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board.
- 8.3 **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.
- 8.4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 8.5 **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 8.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

PRESIDENT

The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and promissory notes given by the Association.

Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it upon the minutes of the meetings of the Board and members and upon all other papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate records showing the members of the Association together with their addresses, and perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, keep proper books of account, cause a report of the Association's books to be made at the completion of each fiscal year, and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these ByLaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, these ByLaws of the Association, and the Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI. REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and

interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use for the Common Area, if any, or abandonment of his Lot.

ARTICLE XII.
AMENDMENTS

- 12.1 These ByLaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.
- 12.2 In the case of any conflict between the Articles of Incorporation and these ByLaws, the Articles shall control; and in the case of any conflict between the Declaration and these ByLaws, the Declaration shall control.

ARTICLE XIII.
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the FAIRHEVEN ESTATES HOMEOWNERS' ASSOCIATION, INC. have hereunto set our hand this 9th day of December, 2011.

Mahul R. Walter
Synda R. Walter

FIRST AMENDMENT TO THE BYLAWS
OF
FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, on December 9, 2011, Directors, Michael R. Walton and Lynda R. Walton, executed and adopted that certain document titled BYLAWS OF FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION; and

WHEREAS, ARTICLE XII. AMENDMENTS, provides that the Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of quorum of members present in person or by proxy; and

WHEREAS, proper notice having been given, the following amendments to the Bylaws were voted on by the members at the Special Meeting of the Fairhaven Estates Homeowners' Association, Inc. (the "Association") held on December 22, 2014; and

WHEREAS, members representing at least a majority of quorum present in person or by proxy at the Special Meeting held on December 22, 2014, approved the following amendments to the Bylaws.

NOW THEREFORE, the undersigned, representing at least a majority of quorum of members present in person or by proxy at the Special Meeting of the members held on December 22, 2014, did approve the following amendments to the Bylaws as follows:

I.

NOW THEREFORE, ARTICLE III. MEETING OF MEMBERS, Section 3.1, is amended to read as follows:

- 3.1 **Annual Meeting.** Annual Meetings of the members shall be held in November each year or at such other times that the Board shall choose.

II.

NOW THEREFORE, ARTICLE III. MEETING OF MEMBERS, Section 3.3, is amended as follows:

- 3.3 **Notice of Meetings.** Written notice of each annual and special meeting of the members shall be given by the Secretary or person authorized to call the meetings. Notice shall be mailed, postage prepaid, at least at least ten (10) to sixty (60) days before such meeting to each member entitled to vote. Notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date, hour and purpose of the meeting

III.

NOW THEREFORE, ARTICLE III. MEETING OF MEMBERS, Section 3.5, is amended to read as follows:

- 3.5 **Proxies and Absentee Ballots.** At all meetings each member may vote in person or by proxy, absentee ballot, or electronic ballot (e-mail, facsimile, or posting on an internet website). All members may vote; no Member may be disqualified from voting for any reason. All proxies and ballots shall be in writing and filed with the Secretary. Electronic votes are considered written and signed. Absentee ballots must contain each proposed action with an opportunity to vote for or against, ballot mailing or delivery instructions, and a disclaimer that the ballot will not be counted if the proposal is changed at the meeting. Absentee ballots will not be counted if the member attends the meeting and votes in person or if the language of the vote changes from what was listed on the absentee ballot. Individual ballots may be disqualified for any of the following reasons, including, but not limited to, failure to sign the written ballot, failure to identify property to validate ownership, conflict between votes of two members of the same property, unreadable or ambiguous markings for vote, or voting for more candidates than open positions. Every proxy and ballot shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her realty tract or tracts.

IV.

NOW THEREFORE, ARTICLE III. MEETING OF MEMBERS, is amended to add the following new sections:

- 3.6 **Vote Tabulator.** A person who is a candidate in an election to the Board of Directors or who is otherwise the subject of an Association election, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election except as provided by law. The person who tabulates votes in the election may not disclose to any other person how an individual voted.
- 3.7 **Recount of Votes.** Any member may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the most recently filed management certificate; or (2) in person to the Association's managing agent as reflected on the most recently filed management certificate or to the address to which proxies and absentee ballots are mailed. The Association shall, at the expense of the member requesting the recount, retain for the purpose of performing the recount, the services of a person who:
- (a) is not a member of the Association or related to a member of the Board of Directors within the third degree by consanguinity; and

(1) a current or former county judge, county elections administrator, justice of the peace, or county voter registrar; or

(2) a person agreed on by the Association and the Member requesting the recount.

Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting member for the cost of the recount. The Association shall provide the results of the recount to each member who requested the recount. Any action taken by the Board of Directors in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

V.

NOW THEREFORE, ARTICLE IV. BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE, Section 4.1, is amended to read as follows:

- 4.1 **Number.** The affairs of this Association shall be managed by a Board of three (3) directors. The number of directors may be increased or decreased from time to time by amendment of these Bylaws, provided the Board shall at all times have not less than three (3) directors.

VI.

NOW THEREFORE, ARTICLE IV. BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE, Section 4.2, is amended to read as follows:

- 4.2 **Term of Office.** At the first annual meeting the Members shall elect one (1) director for a term of one (1) year and two (2) directors for a term of two (2) years. At each annual meeting thereafter, the directors shall serve for terms of two (2) years or until such director is removed or resigns.

VII.

NOW THEREFORE, ARTICLE IV. BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE, Section 4.5, is amended to read as follows:

- 4.5 **Open Meetings Requirement.** Regular and special meetings of the Board must be open to members, subject to the right of the Board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the

request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session, if any.

VIII.

NOW THEREFORE, ARTICLE VI. MEETING OF DIRECTORS, Section 6.1, is amended to read as follows:

- 6.1 **Regular Meetings.** Regular meetings of the Board can be held monthly, quarterly or at least annually, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

IX.

NOW THEREFORE, ARTICLE VI. MEETING OF DIRECTORS, is amended to add the following sections:

- 6.4 **Notice to Members.** Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:
- (a) mailed to each member not later than the 10th day or earlier than the 60th day before the date of the meeting; or
 - (b) provided at least 72 hours before the start of the meeting by:
 - (1) posting the notice in a conspicuous manner reasonably designed to provide notice to the members: in a place located on the Association's Common Areas; or, with the member's consent, on other conspicuously located privately owned property within the subdivision; or on any Internet website maintained by the Association or other Internet media; and
 - (2) sending the notice by e-mail to each member who has registered an e-mail address with the Association for this purpose.
- 6.5 **Action Taken by the Directors.** The Board may meet by any method of communication, including electronic and telephonic, without prior notice to members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

The Board may not, without prior notice to members, consider or vote on:

- (1) fines;
- (2) damage assessments;

- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval; or
- (8) a suspension of a right of a particular Member before the Member has an opportunity to attend a board meeting to present the Member's position, including any defense, on the issue.

6.6 **Minutes of the Meetings.** The Board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate.

X.

NOW THEREFORE, ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. Section 7.1 Powers, subsection (b), is amended to read as follows:

7.1 **Powers.** The Board of Directors shall have the power to:

- (b) suspend the right to use of the recreational facilities, if any, of members during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;

The forgoing amendments to the Bylaws set forth above shall be deemed to be part of and shall be interpreted in accordance with the original Bylaws. All provisions of the Bylaws not amended are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Bylaws.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association, hereby executed this document acknowledging that the foregoing amendments to the Bylaws was approved by at least a majority of quorum of members present in person or by proxy at the Special Meeting of the members held on December 22, 2014.

The undersigned has been duly authorized to execute and deliver this instrument.

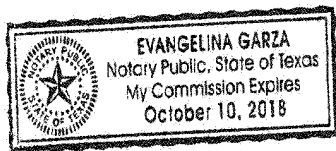
DATED the 22nd day of December 2014.

FAIRHAVEN ESTATES
HOMEOWNERS' ASSOCIATION, a Texas
nonprofit corporation

By: Rochelle Smith
Name: Rochelle Smith
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on the 22nd day of December, 2014, personally appeared Rochelle Smith, Secretary of Fairhaven Estates Homeowners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of the corporation.



Evangelina Garza
Notary Public

ER 064 - 52 - 0610

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FAIRHAVEN ESTATES SUBDIVISION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, on June 2, 2010, Declarant, SCHIEL ROAD 62, LLC, a Texas limited liability company, executed and adopted that certain document titled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRHAVEN ESTATES SUBDIVISION, recorded under County Clerk's File No. 20100234981 and Film Code No. 072-27-1481 in the Official Public Records of the Real Property Records of Harris County, Texas; and

WHEREAS, the deed dated April 3, 2002, from MICHAEL R. WALTON to FREDDY WRIT, recorded under County Clerk's File No. V710565 in the Official Records of Real Property of Harris County, Texas, contains restrictive covenants affecting the Fairhaven Estates Subdivision; and

WHEREAS, the Declaration, deed, and amendments thereto, are hereafter collectively referred to as the "Declaration"; and

WHEREAS, ARTICLE VIII. GENERAL PROVISIONS, Section 8.17 Amendment, provides that the Declaration may be amended, but not terminated, by consent of not less than fifty-one (51%) of the eligible votes of the members of the Association; and

WHEREAS, proper notice having been given, the following amendments to the Declaration were voted on by the members at the Special Meeting of the Fairhaven Estates Homeowners' Association (the "Association") held on December 22, 2014; and

WHEREAS, members representing fifty-one percent (51%) of the eligible votes of the members of the Association approved the following amendments to the Declaration.

NOW THEREFORE, the undersigned, representing at least fifty-one percent (51%) of the eligible votes of the members of the Association present in person or by proxy at the Special Meeting of the members held on December 22, 2014, did approve the following amendments to the Declaration as follows:

I.

NOW THEREFORE, ARTICLE VI. FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION. MEMBERSHIP AND VOTING RIGHTS, Section 6.3, Classes of Voting Members, is amended to read as follows:

6.3 Classes of Voting Members. The Association shall have two classes of voting membership:

- (a) **Class A:** All Class A members shall be owners and 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 determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as owners for the purposes of voting hereunder.

- (b) **Class B:** The Class B member shall be Declarant, its successors or assigns and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later:

- (1) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
- (2) on December 31, 2015.

II.

NOW THEREFORE, ARTICLE VII. ASSESSMENTS, Section 7.4, Annual Assessment, is amended to read as follows:

7.4 Annual Assessment. Each owner of a Lot or Lots shall pay to the Association an annual assessment of one thousand seven hundred fifty (\$1,750.00) Dollars per Lot. The annual assessments provided for herein shall commence as to all Lots in FAIRHAVEN ESTATES on January 1, 2010, and shall continue hereafter from year to year. Declarant is obligated to pay assessments only as provided in Section 7.12.

III.

NOW THEREFORE, ARTICLE VII. ASSESSMENTS, is amended to add the following provision:

7.12 Payment of Assessments by Declarant: Reimbursement. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, DECLARANT IS EXEMPT FROM PAYMENT OF ANY ANNUAL OR SPECIAL ASSESSMENTS. IN THE EVENT OF RE-ACQUISITION OF OWNERSHIP OF ANY LOT BY DECLARANT, THE AFORESAID EXEMPTION AS TO PAYMENT OF ASSESSMENTS SHALL AGAIN APPLY IN ACCORDANCE WITH THIS SECTION. The forgoing shall also apply to any Lot owned by Declarant or used by Declarant for a model residence or other development, marketing or sales purposes regardless of whether record title remains in Declarant.

In lieu of payment of assessments, Declarant will contribute money to the Association in an amount, if any, equal to the Actual Operating Expenses of the Association less all funds available to the Association regardless of source and regardless of any principles of accrual or other accounting which might otherwise be applicable; provided, DECLARANT SHALL NEVER BE REQUIRED TO CONTRIBUTE MORE THAN AN AMOUNT EQUAL TO THE FULL RATE OF REGULAR ASSESSMENTS WHICH WOULD OTHERWISE BE PAYABLE BY DECLARANT AS AN OWNER OF A LOT. "Funds Available to the

ER 064 - 52 - 0613

Association” shall include, without limitation, all assessments (regular, utility, special and specific) received from all other Owners subject to payment of assessments plus all other income received by the Association from any source (such as, for example, interest income). “Actual Operating Expenses” means those expenses reasonably necessary for the discharge of the Association’s functions and duties under this Declaration, but does not include capital expenditures. The determination of Actual Operating Expenses by Declarant is final and conclusive. Declarant will contribute to the Association’s operating expenses as aforesaid from time to time as Declarant may determine.

DECLARANT’S GOOD FAITH DETERMINATION OF ACTUAL OPERATING EXPENSES, SURPLUS FUNDS, DECLARANT CONTRIBUTIONS AND ANY OTHER MATTERS PERTAINING TO THE PROVISIONS OF THIS SECTION ARE FINAL.

The foregoing amendments to the Declaration set forth above shall be deemed to be part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Secretary of the Association, hereby executed this document acknowledging that the foregoing amendments to the Declaration were approved by members representing fifty-one percent (51%) of the eligible votes of the members of the Association at the Special Meeting of the members held on December 22, 2014.

The undersigned has been duly authorized to execute and deliver this instrument.

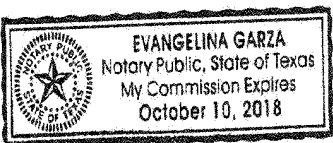
DATED the 22nd day of December 2014.

FAIRHAVEN ESTATES
HOMEOWNERS’ ASSOCIATION, a Texas
nonprofit corporation

By: Rochelle Smith
Name: Rochelle Smith
Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on the 22nd day of December, 2014, personally appeared Rochelle Smith, Secretary of Fairhaven Estates Homeowners’ Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of the corporation.



Evangelina Garza
Notary Public

FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION
DOCUMENT RETENTION POLICY

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

WHEREAS, Fairhaven Estates Homeowners' Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Fairhaven Estates Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

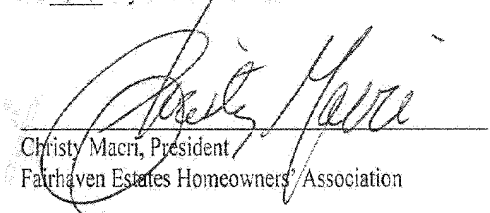
NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2014 financial statements shall be retained until July 31, 2021); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2014 will be retained until 08/15/2019 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2014 and not extended by amendment must be retained until 06/30/2018); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2014 board meeting must be retained until 07/20/2021); and

- g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2014 shall be retained until 12/31/2021); and
 - h. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2014 must be retained until 10/31/2021).
- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
 - 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding document retention that may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

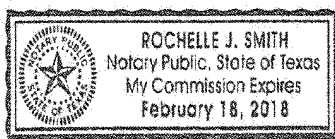
Approved and adopted by the Board on this 17 day of December 2014.

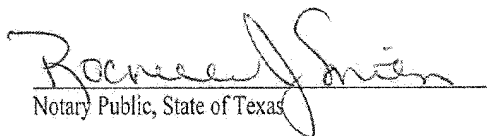

Christy Macri, President
Fairhaven Estates Homeowners' Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Christy Macri, President of Fairhaven Estates Homeowners' Association, 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 she 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 17 day of December, 2014.




Notary Public, State of Texas

FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION
PAYMENT PLAN POLICY

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Fairhaven Estates Homeowners' Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Fairhaven Estates Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Deed Restrictions. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months

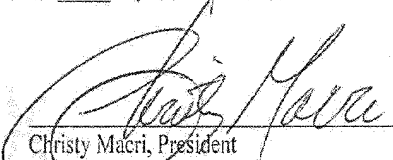
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Deed Restrictions and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17 day of December 2014.

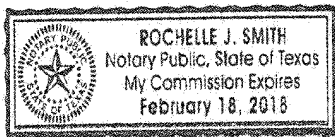

Christy Macri, President
Fairhaven Estates Homeowners' Association

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Christy Macri, President of Fairhaven Estates Homeowners' Association, 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 she 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 17 day of December, 2014.





Notary Public, State of Texas

FAIRHAVEN ESTATES HOMEOWNERS' ASSOCIATION
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

WHEREAS, Fairhaven Estates Homeowners' Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Fairhaven Estates Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in Section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in Section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

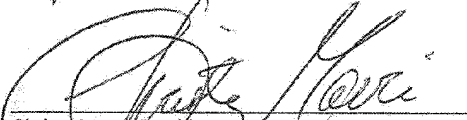
The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Deed Restrictions.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under Section 2 and/or fees under Section 4.
 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding records production that may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

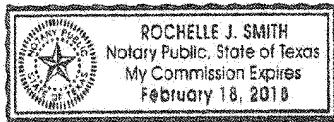
Approved and adopted by the Board on this 17 day of December 2014.



Christy Macri, President
Fairhaven Estates Homeowners' Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Christy Macri, President of Fairhaven Estates Homeowners' Association, 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 she 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 17 day of December, 2014.




Rochelle J. Smith
Notary Public, State of Texas

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Pages 34
12/24/2014 09:55:18 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 144.00

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