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Notice  
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20070406896  
07/03/2007 RP1 \$28.00

FIRST SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Fairfield Village Community Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Fairfield Village Community Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 5, 2001 under Clerk's File No. U817086, which Notice was filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

lll

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:
  - a. Policy Resolution (relating to the consumption of alcohol on common area)

This First Supplemental Notice is being recorded in the Official Public Records of Real Property 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 First Supplemental Notice is true and correct.

*Rick S. Butler*

Rick S. Butler, authorized representative of Fairfield Village Community Association, Inc.

lll

*Barbara A. Kuyper*  
COUNTY CLERK  
HARRIS COUNTY TEXAS


2007 JUL -3 PM 3:00

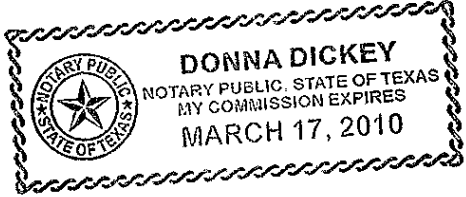
FILED

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Fairfield Village Community 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 2<sup>nd</sup> day of July, 2007, to certify which witness my hand and official seal.

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



Return to:  
  
Mr. Rick S. Butler  
Butler & Hailey, P.C.  
1616 South Voss Road, Suite 500 ✓  
Houston, Texas 77057

**POLICY RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

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The undersigned, being the Secretary of Fairfield Village Community Association, Inc. (the "Association"), certifies that the following resolution was adopted by the Board of Directors of the Association at a meeting duly called and held on April 28, 2005 at which a quorum was at all times present:

WHEREAS, the Association owns land with improvements thereon ("Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fairfield Village) which is used by members of the Association and their family members, guests and tenants for various purposes, including, without limitation, private parties and similar types of functions, meetings, recreational activities, and organized sports; and

WHEREAS, members, on occasion, desire to be allowed to consume alcohol on Common Area; and

WHEREAS, the Board of Directors has investigated the pros and cons of allowing alcohol to be consumed on Common Area and, in connection therewith, determined that the Association's liability insurance policy does not include a blanket alcohol exclusion; and

WHEREAS, the Board of Directors is willing to allow alcohol to be consumed on Common Area under limited circumstances:

BE IT RESOLVED that the Board of Directors of the Association hereby adopts the following policy relating to the consumption of alcohol on Common Area owned by the Association:

1. Alcohol may be consumed on Common Area if (a) the event or activity is sanctioned or approved by the Association and (b) at least one (1) off-duty peace officer is engaged by the host of the event or activity to be on duty on the premises throughout the entirety of the event or activity.
2. Under no circumstances shall any alcohol be sold on Common Area or provided in exchange for any type of consideration unless the host of the event or activity (a) obtains the written consent of the Association, (b) obtains insurance for the event of a type and in an amount approved by the Association and naming the Association as an additional insured, and (c) obtains each and every license for the event or activity required by the Texas Alcoholic Beverage Commission.

3. The Association shall have the authority to cause an event or activity to be terminated if the host does not strictly comply with the provisions of this policy or if in the reasonable, good faith judgment of the representative(s) of the Association there is any other problem associated with the consumption of alcohol at the event or activity.
4. The Board of Directors of the Association shall have the authority to modify or rescind this policy at any time, as deemed appropriate by the Board of Directors in its sole discretion.

EXECUTED on the 8<sup>th</sup> day of June, 2005.

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 on

FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

By: Nanette R Peavey  
Nanette R. Peavey, Secretary

JUL - 3 2007

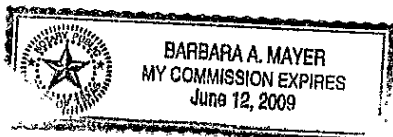


Dorothy B. Keyman  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

THE STATE OF TEXAS    §  
                                       §  
 COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Nanette R Peavey, Secretary of Fairfield Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

June SUBSCRIBED AND SWORN TO BEFORE ME on this the 8<sup>th</sup> day of June, 2005, to certify which witness my hand and official seal.



Barbara A Mayer  
 Notary Public - State of Texas

*Amend*  
✓

**AMENDED MANAGEMENT CERTIFICATE  
FOR  
BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

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THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

20070734167  
12/14/2007 RP3 \$28.00

The undersigned, being the authorized representative of the Managing Agent of Bradford Creek Neighborhood Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code:

1. Name of Subdivision: The name of the Subdivision is Fairfield Village West. *lu*
  
2. Name of Association: The name of the Association is Bradford Creek Neighborhood Association, Inc.
  
3. Recording Data for the Subdivision:
  - a. Fairfield Village West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 435132, of the Map Records of Harris County, Texas. D
  
  - b. Fairfield Village West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440050, of the Map Records of Harris County, Texas.
  
  - c. Fairfield Village West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440054, of the Map Records of Harris County, Texas.
  
  - d. Fairfield Village West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487135, of the Map Records of Harris County, Texas.
  
  - e. Fairfield Village West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487139, of the Map Records of Harris County, Texas.
  
  - f. Fairfield Village West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508066, of the Map Records of Harris County, Texas.

FILED

2007 DEC 14 PM 4:17

*George B. Keyman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP 052-61-2097

- g. Fairfield Village West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508070, of the Map Records of Harris County, Texas.
- h. Fairfield Village West, Section Thirteen (13), a subdivision in Harris County, Texas, including all Lots and Restricted reserves contained therein, according to the map or plat thereof recorded under County Clerk File No. W236581 and Film Code No. 525040, of the Map Records of Harris County, Texas.
- i. Fairfield Village West, Section Fourteen (14), a subdivision in Harris County, Texas, including all Lots and Restricted reserves contained therein, according to the map or plat thereof recorded under County Clerk File No. W409594 and Film Code No. 529069, of the Map Records of Harris County, Texas.
- j. Fairfield Village West, Section Fifteen (15), a subdivision in Harris County, Texas, including all Lots and Restricted reserves contained therein, according to the map or plat thereof recorded under County Clerk File No. W629405 and Film Code No. 533245, of the Map Records of Harris County, Texas.

4. Recording Data for the Declaration:

- a. Documents:
  - i. Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
  - ii. Annexation of Fairfield Village West, Section Four (4) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
  - iii. Annexation of Fairfield Village West, Section Six (6) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
  - iv. Annexation of Fairfield Village West, Section Seven (7) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
  - v. Annexation of Fairfield Village West, Section Ten (10) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;

- vi. Annexation of Fairfield Village West, Section Eleven (11) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- vii. Annexation of Fairfield Village West, Section Thirteen (13) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- viii. Annexation of Fairfield Village West, Section Thirteen (13) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- ix. Annexation of Fairfield Village West, Section Fourteen (14) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek; and
- x. Annexation of Fairfield Village West, Section Fifteen (15) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek

b. Recording Information:

- i. Harris County Clerk's File No. U371347;
- ii. Harris County Clerk's File No. U690097;
- iii. Harris County Clerk's File No. V362825;
- iv. Harris County Clerk's File No. V362826;
- v. Harris County Clerk's File No. V764246;
- vi. Harris County Clerk's File No. W303040;
- vii. Harris County Clerk's File No. W868626;
- viii. Harris County Clerk's File No. W868627;
- ix. Harris County Clerk's File No. W868628.

5. Name and Mailing Address of the Managing Agent: The mailing address of the Managing Agent, Association Management, Inc. is 5295 Hollister, Houston, Texas 77040.

This Amended Management Certificate for Bradford Creek Neighborhood Association, Inc. replaces and supersedes the Management Certificate for Bradford Creek Neighborhood Association, Inc. recorded in the Official Public Records of Real Property of Harris County, Texas on December 21, 2001 under Clerk's File No. V495662.

052-61-2888

EXECUTED on this 10 day of Dec, 2007.

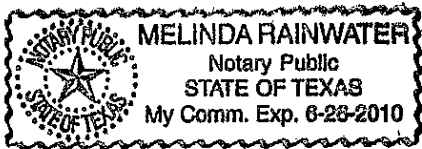
By: [Signature]  
Lynn Byrne, authorized representative of  
Association Management, Inc., Managing  
Agent for Bradford Creek Neighborhood  
Association, Inc.

[Signature]

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

BEFORE ME, the undersigned notary public, on this day personally appeared Lynn Byrne, authorized representative of Association Management, Inc., Managing Agent for Bradford Creek Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 10 day of December 2007, to certify which witness my hand and official seal.



Melinda Rainwater  
Notary Public in and for the State of Texas

Return to: 11  
Rick S. Butler  
Butler & Hailey, P.C.  
1616 S. Voss Road, Suite 500  
Houston, Texas 77057-2631

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 the number Sequence on the date and at the place stated herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

DEC 14 2007



[Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



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**MANAGEMENT CERTIFICATE  
FOR  
BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

The undersigned, being the President of Bradford Creek Neighborhood Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any Management Certificate previously filed by the Association:

(12)  
lee

1. Name of Subdivision: The name of the subdivision is Fairfield Village West.
2. Name of Association: The name of the Association is Bradford Creek Neighborhood Association, Inc.
3. Recording Data for the Subdivision:

- a. Fairfield Village West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 435132 of the Map Records of Harris County, Texas.
- b. Fairfield Village West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440050 of the Map Records of Harris County, Texas.
- c. Fairfield Village West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440054 of the Map Records of Harris County, Texas.
- d. Fairfield Village West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487135 of the Map Records of Harris County, Texas.
- e. Fairfield Village West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487139 of the Map Records of Harris County, Texas.
- f. Fairfield Village West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508066 of the Map Records of Harris County, Texas.
- g. Fairfield Village West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508070 of the Map Records of Harris County, Texas.
- h. Fairfield Village West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 525040 of the Map Records of Harris County, Texas.

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RP 067-42-2010

- i. Fairfield Village West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 529069 of the Map Records of Harris County, Texas. *lll*
- j. Fairfield Village West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 533245 of the Map Records of Harris County, Texas. *lll*

4. Recording Data for the Declaration:

a. Documents:

- i. Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- ii. Annexation of Fairfield Village West, Section Four (4) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- iii. Annexation of Fairfield Village West, Section Six (6) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- iv. Annexation of Fairfield Village West, Section Seven (7) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- v. Annexation of Fairfield Village West, Section Ten (10) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- vi. Annexation of Fairfield Village West, Section Eleven (11) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- vii. Annexation of Fairfield Village West, Section Thirteen (13) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- viii. Annexation of Fairfield Village West, Section Fourteen (14) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek; and
- ix. Annexation of Fairfield Village West, Section Fifteen (15) to Declaration of Covenants, Conditions and Restrictions for Bradford Creek

b. Recording Information:

- i. Harris County Clerk's File No. U371347;
- ii. Harris County Clerk's File No. U690097;
- iii. Harris County Clerk's File No. V362825;
- iv. Harris County Clerk's File No. V362826;
- v. Harris County Clerk's File No. V764246;

RP 067-42-2041

- vi. Harris County Clerk's File No. W303040;
- vii. Harris County Clerk's File No. W868626;
- viii. Harris County Clerk's File No. W868627; and
- ix. Harris County Clerk's File No. W868628, respectively.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Bradford Creek Neighborhood Association, Inc. c/o Association Management, Inc. is 5295 Hollister, Houston, Texas 77040.
6. Name and Mailing Address of Person Managing the Association or its Designated Representative: The name and mailing address of the designated representative of the Association is Association Management, Inc., 5295 Hollister, Houston, Texas 77040. *ill*
7. Telephone Number to Contact the Association: The telephone number to contact Bradford Creek Neighborhood Association, Inc. is 713-932-1122.

EXECUTED on this 25<sup>th</sup> day of August, 2009.

BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC. *10/2*

By: Pamela W. Montgomery

Bradford Creek President  
Neighborhood Assoc., Inc.

THE STATE OF TEXAS

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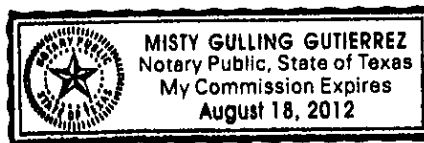
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Pamela W. Montgomery, President of Bradford Creek Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 25 day of August, 2009, to certify which witness my hand and official seal.

Misty Gulling Gutierrez  
Notary Public in and for the State of Texas

Return to:  
Rick S. Butler ✓  
Butler | Hailey  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024-3042



RP 067-42-2012

RP 067-42-2013

FILED

2009 SEP -4 PM 3:49

*Dorely B. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

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

SEP -4 2009



*Dorely B. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

21  
NOTICE  
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**THIRD SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the attorney and authorized representative of Bradford Creek Neighborhood Association, Inc., a property owners association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Bradford Creek Neighborhood Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on October 20, 2000 under Clerk's File Number U690665, the "Supplemental Notice of Dedicatory Instruments for Bradford Creek Neighborhood Association, Inc." (the "Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas On December 11, 2001 under Clerk's File No. V473083, and the "Second Supplemental Notice of Dedicatory Instruments for Bradford Creek Neighborhood Association, Inc." (the "Second Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 13, 2002 under Clerk's File No. W007538, which Notices were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the Supplemental Notice and the Second Supplemental Notice, the following documents are Dedicatory Instruments governing the Association.
  - a. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield;
  - b. Payment Plan Policy for Bradford Creek Neighborhood Association, Inc.;
  - b. Open Records Policy for Bradford Creek Neighborhood Association, Inc.; and
  - c. Records Retention Policy for Bradford Creek Neighborhood Association, Inc.

This Third Supplemental Notice is being recorded in the Official Public Records of Real Property 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 Third Supplemental Notice is true and correct and that the Dedicatory Instruments attached to this Third Supplemental Notice are the originals thereof.

  
\_\_\_\_\_  
Lynn Byrne,  
AUTHORIZED REPRESENTATIVE OF  
BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.

*Jan*

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Lynn Byrne, authorized representative of Bradford Creek Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28<sup>th</sup> day of November, 2011, to certify which witness my hand and official seal.

✓✓

*Misty Gulling Gutierrez*  
Notary Public in and for the State of Texas

Return to:

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

207117



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC - 6 PM 3:12

FILED

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

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The following uniform Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield have been adopted by the Board of Directors of the property owners' association for each neighborhood within Fairfield, as follows:

- **Bradford Creek Neighborhood Association, Inc.**
- **Chappell Ridge Neighborhood Association, Inc.**
- **Fairfield Inwood Park Neighborhood Association, Inc.**
- **Fairfield Village South Neighborhood Association, Inc.**
- **Garden Grove Neighborhood Association, Inc.**
- **Lakes of Fairfield Neighborhood Association, Inc.**
- **Trails of Fairfield Neighborhood Association, Inc.**

The Guidelines have also been adopted by the Board of Directors of Fairfield Village Community Association, Inc. The Guidelines are based upon sections in Chapter 202 of the Texas Property Code.

**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 sections relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the sections relating to rain barrels and rain harvesting systems became effective on September 1, 2011.

3. The Board of Directors of the neighborhood association identified in the certificate attached to these Guidelines desires to certify the adoption of these 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. **ARC** - The Architectural Review Committee for the Association.
- 1.2. **Association** - The neighborhood association identified in the certificate attached to these Guidelines.
- 1.3. **Declaration** - The Declaration of Covenants, Conditions and Restrictions applicable to each subdivision under the jurisdiction of the Association.

- 1.4. **Dedictory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within each subdivision, as more particularly defined in Section 202.001 of the Texas Property Code.
- 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 in Fairfield.
- 1.6. **Subdivision** - Each subdivision under the jurisdiction of the Association.

**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 the Subdivision:

- 2.1. **ARC 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 ARC 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 residential dwelling 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 residential dwelling 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 residential dwelling 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 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 ARC.

(v) **Downspout:** The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling. 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 ARC.

Provided that, the regulations set forth in part c of this Section 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 in that section. 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 the Subdivision:

- 3.1. **ARC Approval.** The installation of a solar energy device requires the prior written approval of the ARC. Provided that, the ARC may not withhold approval if these Guidelines are met or exceeded, unless the ARC 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 residential dwelling 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 residential dwelling 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 ARC 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 ARC. 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:
  - (a) be wind and hail resistant;
  - (b) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
  - (c) provide solar generation capabilities; and
- b. when installed:
  - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
  - (b) are more durable than and are of equal or superior quality to the shingles described in (A), above; and
  - (c) match the aesthetics of the property surrounding the owner's property.

4.1. **ARC Approval.** In order to confirm the proposed shingles conform to the foregoing Guidelines, owners are encouraged to apply to the ARC 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 the Subdivision. 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 in that section.

The following Guidelines shall be applicable to the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

- 5.1. **ARC Approval.** Above-ground flagpole stands and/or footings and illumination under Section 5.6 must be approved by the ARC. Additionally, in order to confirm a proposed flagpole conforms to the following standards, owners are encouraged to apply to the ARC 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 residential dwelling or garage (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 residential dwelling or garage shall not exceed six (6) feet in length.
  - d. A freestanding flagpole must be constructed of aluminum, fiberglass or steel and be harmonious with the residential dwelling on the lot on which it is located. A freestanding flagpole must be concreted into the ground. A flagpole attached to the residential dwelling or garage may be wood, aluminum, fiberglass or steel so long as it is harmonious with the residential dwelling 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. If the front elevation of the residential dwelling on a lot is behind, not adjacent to, the front building setback, the flagpole must be located in a landscape bed between the front of the residential dwelling and the front building setback.

- g. If a flagpole is otherwise permitted by the provisions of these Guidelines in front of the residential dwelling or garage, the flagpole must be located on the interior side of the driveway on a lot, meaning the side of the driveway that is farthest from the side property line adjacent to the driveway.
- h. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- i. An owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- j. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- k. If the footing for a freestanding flagpole extends above the surface of the ground, the ARC may require the installation of landscaping to screen the footing from view.

**5.5. Flags.**

- a. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- b. 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 residential dwelling or garage shall be three (3) feet by five (5) feet.
- c. 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.
- d. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

**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.** A 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 in that section. 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 the Subdivision:

- 6.1. **ARC 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 ARC.
- 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 residential dwelling. 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 residential dwelling or change the color of an entry door or door frame that is not authorized by the ARC.
- 6.7. **Other.** Notwithstanding the above provisions, the ARC 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.

In the event any provision in these Guidelines conflicts or is inconsistent with a provision in previously adopted Architectural Guidelines for the Subdivision, the provision in these Guidelines shall control.

201986

**CERTIFICATE OF ADOPTION OF  
GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS, SOLAR  
ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES, FLAGS, AND  
RELIGIOUS ITEMS IN FAIRFIELD**

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THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

The undersigned, being the duly elected, qualified and acting President of Bradford Creek Neighborhood Association, Inc. (the "Association"), and the keeper of the minutes and records of the Association, does hereby certify that the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield were approved by not less than a majority of the Board of Directors and a majority of the members of the Architectural Review Committee of the Association at a joint meeting duly called and held on 9/27, 2011 at which a quorum was at all times present.

EXECUTED on the 1 day of November, 2011, to certify the adoption of the Guidelines at the joint meeting of the Board of Directors and the Architectural Review Committee held on the date set forth above.

Bradford Creek Neighborhood Association, Inc.

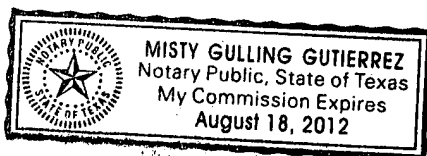
By: Tami Ehler  
Tami Ehler, President

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Tami Ehler, President of Bradford Creek Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 1 day of November, 2011, to certify which witness my hand and official seal.

205071



Misty Gulling Gutierrez  
Notary Public - State of Texas

**PAYMENT PLAN POLICY  
FOR  
BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Tami Ehler, President of Bradford Creek Neighborhood 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 27 day of September, 2011, 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) becomes 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 equal payments of one-sixth (1/6<sup>th</sup>) of the delinquent amount included in 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 (3<sup>rd</sup>) 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: \$25.00 for the preparation of a Payment Plan Agreement and \$5.00 per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the Declaration.

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 Harris County, Texas.



TO CERTIFY which witness my hand this the 1 day of November, 2011.

**BRADFORD CREEK NEIGHBORHOOD  
ASSOCIATION, INC.**

By: Tami Ehler  
Tami Ehler, President

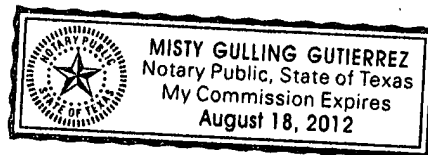
THE STATE OF TEXAS     §  
  §  
  §  
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 1 day of November, 2011 personally appeared Tami Ehler, President of Bradford Creek Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Misty Gulling Gutierrez  
Notary Public in and for the State of Texas

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

205326



**OPEN RECORDS POLICY  
FOR  
BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Tami Ehler, President of Bradford Creek Neighborhood 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 27 day of September, 2011, 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 becomes 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) 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 Section 70.3 of the Texas Administrative Code, 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 of the Texas Administrative Code. Should the rates set forth in Section 70.3 of the Texas Administrative Code 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 of the Texas Administrative Code 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 of the Texas Administrative Code

**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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 Harris County, Texas.

TO CERTIFY which witness my hand this the 1 day of November, 2011.

**BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

By: Tami Ehler  
Tami Ehler, President

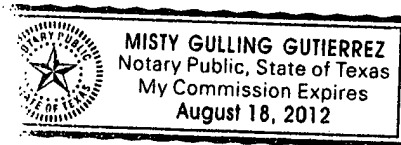
THE STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§

BEFORE ME, the undersigned notary public, on this 1 day of November, 2011 personally appeared Tami Ehler, President of Bradford Creek Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

*Misty Gulling Gutierrez*  
Notary Public in and for the State of Texas



Return to:

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

205328

**RECORDS RETENTION POLICY**  
*for*  
**BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

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THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, Tami Ehler, President of Bradford Creek Neighborhood 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 27 day of September, 2011, 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 becomes 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.**

<b>Record Description</b>	<b>Record Retention Period</b>
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
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**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 Harris County, Texas.

TO CERTIFY which witness my hand this the 1 day of November, 2011.

**BRADFORD CREEK NEIGHBORHOOD  
ASSOCIATION, INC.**

By: Tami Ehler  
Tami Ehler, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this Instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the Instrument was filed and recorded.

BEFORE ME, the undersigned notary public, on this 1 day of November, 2011, personally appeared Tami Ehler, President of Bradford Creek Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Misty Gullig Gutierrez  
Notary Public in and for the State of Texas

Return to:  
Rick S. Butler  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
205327



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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

DEC - 6 2011



*Stan Stanout*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*Rick S. Butler*

Rick S. Butler, authorized representative of Fairfield Village Community Association, Inc.

*lee  
/or*

THE STATE OF TEXAS

§  
§  
§

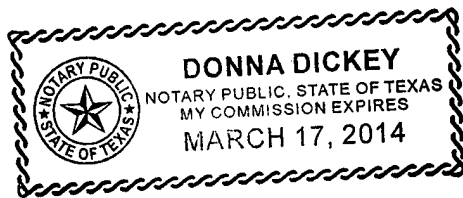
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Fairfield Village Community 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 13<sup>th</sup> day of December, 2011, to certify which witness my hand and official seal.

*Donna Dickey*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

208209



Return to:

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

*Stan Stanout*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC 13 PM 3:21

FILED

9402 5 1 000 111 2016

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

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The following uniform Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield have been adopted by the Board of Directors of the property owners' association for each neighborhood within Fairfield, as follows:

- **Bradford Creek Neighborhood Association, Inc.**
- **Chappell Ridge Neighborhood Association, Inc.**
- **Fairfield Inwood Park Neighborhood Association, Inc.**
- **Fairfield Village South Neighborhood Association, Inc.**
- **Garden Grove Neighborhood Association, Inc.**
- **Lakes of Fairfield Neighborhood Association, Inc.**
- **Trails of Fairfield Neighborhood Association, Inc.**

The Guidelines have also been adopted by the Board of Directors of Fairfield Village Community Association, Inc. The Guidelines are based upon sections in Chapter 202 of the Texas Property Code.

**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 sections relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the sections relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Directors of the neighborhood association identified in the certificate attached to these Guidelines desires to certify the adoption of these 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. **ARC** - The Architectural Review Committee for the Association.
- 1.2. **Association** - The neighborhood association identified in the certificate attached to these Guidelines.
- 1.3. **Declaration** - The Declaration of Covenants, Conditions and Restrictions applicable to each subdivision under the jurisdiction of the Association.

- 1.4. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within each subdivision, as more particularly defined in Section 202.001 of the Texas Property Code.
- 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 in Fairfield.
- 1.6. **Subdivision** - Each subdivision under the jurisdiction of the Association.

**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 the Subdivision:

- 2.1. **ARC 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 ARC 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 residential dwelling 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 residential dwelling 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 residential dwelling 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 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 ARC.

(v) **Downspout:** The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling. 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 ARC.

Provided that, the regulations set forth in part c of this Section 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 in that section. 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 the Subdivision:

- 3.1. **ARC Approval.** The installation of a solar energy device requires the prior written approval of the ARC. Provided that, the ARC may not withhold approval if these Guidelines are met or exceeded, unless the ARC 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 residential dwelling 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 residential dwelling 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 ARC 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 ARC. 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:
  - (a) be wind and hail resistant;
  - (b) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
  - (c) provide solar generation capabilities; and
- b. when installed:
  - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
  - (b) are more durable than and are of equal or superior quality to the shingles described in (A), above; and
  - (c) match the aesthetics of the property surrounding the owner's property.

4.1. **ARC Approval.** In order to confirm the proposed shingles conform to the foregoing Guidelines, owners are encouraged to apply to the ARC 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 the Subdivision. 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 in that section.

The following Guidelines shall be applicable to the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

- 5.1. **ARC Approval.** Above-ground flagpole stands and/or footings and illumination under Section 5.6 must be approved by the ARC. Additionally, in order to confirm a proposed flagpole conforms to the following standards, owners are encouraged to apply to the ARC 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 residential dwelling or garage (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 residential dwelling or garage shall not exceed six (6) feet in length.
  - d. A freestanding flagpole must be constructed of aluminum, fiberglass or steel and be harmonious with the residential dwelling on the lot on which it is located. A freestanding flagpole must be concreted into the ground. A flagpole attached to the residential dwelling or garage may be wood, aluminum, fiberglass or steel so long as it is harmonious with the residential dwelling 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. If the front elevation of the residential dwelling on a lot is behind, not adjacent to, the front building setback, the flagpole must be located in a landscape bed between the front of the residential dwelling and the front building setback.

- g. If a flagpole is otherwise permitted by the provisions of these Guidelines in front of the residential dwelling or garage, the flagpole must be located on the interior side of the driveway on a lot, meaning the side of the driveway that is farthest from the side property line adjacent to the driveway.
- h. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- i. An owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- j. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- k. If the footing for a freestanding flagpole extends above the surface of the ground, the ARC may require the installation of landscaping to screen the footing from view.

**5.5. Flags.**

- a. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- b. 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 residential dwelling or garage shall be three (3) feet by five (5) feet.
- c. 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.
- d. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

**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.** A 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 in that section. 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 the Subdivision:

- 6.1. **ARC 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 ARC.
- 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 residential dwelling. 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 residential dwelling or change the color of an entry door or door frame that is not authorized by the ARC.
- 6.7. **Other.** Notwithstanding the above provisions, the ARC 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.

In the event any provision in these Guidelines conflicts or is inconsistent with a provision in previously adopted Architectural Guidelines for the Subdivision, the provision in these Guidelines shall control.

201986

**CERTIFICATE OF ADOPTION OF  
GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS, SOLAR  
ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES, FLAGS, AND  
RELIGIOUS ITEMS IN FAIRFIELD**

---

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

The undersigned, being the duly elected, qualified and acting President of Fairfield Village Community Association, Inc. (the "Association"), and the keeper of the minutes and records of the Association, does hereby certify that the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield were approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on 9/27, 2011 at which a quorum was at all times present.

EXECUTED on the 14 day of November, 2011, to certify the adoption of the Guidelines at the meeting of the Board of Directors held on the date set forth above.

Fairfield Village Community Association, Inc.

By:   
Tim Fitzpatrick, President


THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this day personally appeared Tim Fitzpatrick, President of Fairfield Village Community 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 14th day of November, 2011, to certify which witness my hand and official seal.

205157



  
Notary Public - State of Texas

**OPEN RECORDS POLICY  
FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Tim Fitzpatrick, President of Fairfield Village Community 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 27 day of September, 2011, 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 becomes 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) 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 Section 70.3 of the Texas Administrative Code, 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 of the Texas Administrative Code. Should the rates set forth in Section 70.3 of the Texas Administrative Code 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 of the Texas Administrative Code 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 of the Texas Administrative Code

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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 Harris County, Texas.

TO CERTIFY which witness my hand this the 14<sup>th</sup> day of November, 2011.

FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

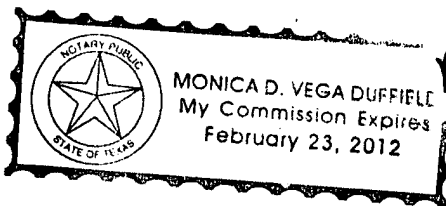
By:   
Tim Fitzpatrick, President



THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

BEFORE ME, the undersigned notary public, on this 14<sup>th</sup> day of November 2011 personally appeared Tim Fitzpatrick, President of Fairfield Village Community 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.



Monica D. Vega Duffield  
Notary Public in and for the State of Texas

~~Return to:~~

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

205319

**RECORDS RETENTION POLICY**  
*for*  
**FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, Tim Fitzpatrick, President of Fairfield Village Community 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 27 day of September, 2011, 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 becomes 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.**

<b>Record Description</b>	<b>Record Retention Period</b>
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
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**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 Harris County, Texas.

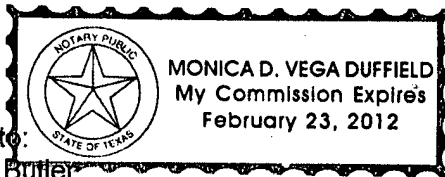
TO CERTIFY which witness my hand this the 14 day of November 2011.

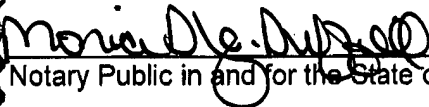
FAIRFIELD VILLAGE COMMUNITY  
ASSOCIATION, INC.

By:   
Tim Fitzpatrick, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 14 day of November, 2011 personally appeared Tim Fitzpatrick, President of Fairfield Village Community 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  
205318

**PAYMENT PLAN POLICY  
FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Tim Fitzpatrick, President of Fairfield Village Community 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 27 day of September, 2011, 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) becomes 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 equal payments of one-sixth (1/6<sup>th</sup>) of the delinquent amount included in 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 (3<sup>rd</sup>) 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: \$25.00 for the preparation of a Payment Plan Agreement and \$5.00 per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the Declaration.

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 Harris County, Texas.

TO CERTIFY which witness my hand this the 14 day of November, 2011.

FAIRFIELD VILLAGE COMMUNITY  
ASSOCIATION, INC.

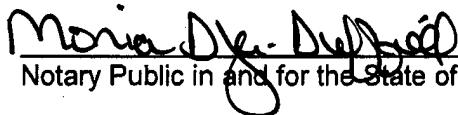
By:   
Tim Fitzpatrick, President

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

BEFORE ME, the undersigned notary public, on this 14<sup>th</sup> day of November, 2011 personally appeared Tim Fitzpatrick, President of Fairfield Village Community 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

205314

**POLICY RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC**

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The undersigned, being the Secretary of Fairfield Village Community Association, Inc. (the "Association"), certifies that the attached Policy Resolution was adopted by the Board of Directors of the Association at a meeting duly called and held on April 28, 2005 at which a quorum was at all times present:

EXECUTED on the 14<sup>th</sup> day of November, 2011.

FAIRFIELD VILLAGE COMMUNITY  
ASSOCIATION, INC.

By:

Nanette R Peavey  
Nanette R Peavey Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Nanette R Peavey, Secretary of Fairfield Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 14<sup>th</sup> day of November, 2011, to certify which witness my hand and official seal.



Monica D. Vega Duffield  
Notary Public – State of Texas

000-19-2066



**POLICY RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

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The undersigned, being the Secretary of Fairfield Village Community Association, Inc. (the "Association"), certifies that the following resolution was adopted by the Board of Directors of the Association at a meeting duly called and held on April 28, 2005 at which a quorum was at all times present:

WHEREAS, the Association owns land with improvements thereon ("Common Area" as defined in the Declaration of Covenants, Conditions and Restrictions for Fairfield Village) which is used by members of the Association and their family members, guests and tenants for various purposes, including, without limitation, private parties and similar types of functions, meetings, recreational activities, and organized sports; and

WHEREAS, members, on occasion, desire to be allowed to consume alcohol on Common Area; and

WHEREAS, the Board of Directors has investigated the pros and cons of allowing alcohol to be consumed on Common Area and, in connection therewith, determined that the Association's liability insurance policy does not include a blanket alcohol exclusion; and

WHEREAS, the Board of Directors is willing to allow alcohol to be consumed on Common Area under limited circumstances:

BE IT RESOLVED that the Board of Directors of the Association hereby adopts the following policy relating to the consumption of alcohol on Common Area owned by the Association:

1. Alcohol may be consumed on Common Area if (a) the event or activity is sanctioned or approved by the Association and (b) at least one (1) off-duty peace officer is engaged by the host of the event or activity to be on duty on the premises throughout the entirety of the event or activity.
2. Under no circumstances shall any alcohol be sold on Common Area or provided in exchange for any type of consideration unless the host of the event or activity (a) obtains the written consent of the Association, (b) obtains insurance for the event of a type and in an amount approved by the Association and naming the Association as an additional insured, and (c) obtains each and every license for the event or activity required by the Texas Alcoholic Beverage Commission.

3. The Association shall have the authority to cause an event or activity to be terminated if the host does not strictly comply with the provisions of this policy or if in the reasonable, good faith judgment of the representative(s) of the Association there is any other problem associated with the consumption of alcohol at the event or activity.
4. The Board of Directors of the Association shall have the authority to modify or rescind this policy at any time, as deemed appropriate by the Board of Directors in its sole discretion.

EXECUTED on the 8<sup>th</sup> day of June, 2005.

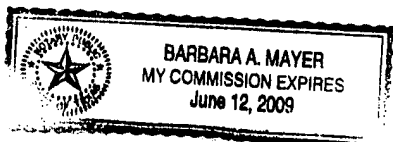
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

By: Nanette R Peavey  
Nanette R. Peavey, Secretary

THE STATE OF TEXAS    §  
                                   §  
 COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this day personally appeared NANETTE R PEAVEY, Secretary of Fairfield Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 8<sup>th</sup> day of June, 2005, to certify which witness my hand and official seal.



Barbara A Mayer  
 Notary Public - State of Texas

**POLICY RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC**

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The undersigned, being the Secretary of Fairfield Village Community Association, Inc. (the "Association"), certifies that the attached Policy Resolution was adopted by the Board of Directors of the Association at a meeting duly called and held on December 6, 2005 at which a quorum was at all times present:

EXECUTED on the 14<sup>th</sup> day of November, 2011.

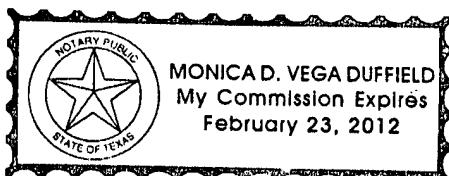
FAIRFIELD VILLAGE COMMUNITY  
ASSOCIATION, INC.

By: Nanette R Peavey  
Nanette R Peavey, Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Nanette R Peavey, Secretary of Fairfield Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 14<sup>th</sup> day of November, 2011, to certify which witness my hand and official seal.



Monica D. Vega Duffield  
Notary Public - State of Texas

**RESOLUTION OF BOARD OF DIRECTORS OF  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

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We, the undersigned, being members of the Board of Directors of Fairfield Village Community Association, Inc. (the "Association"), a Texas non-profit corporation, adopt the following resolution:

WHEREAS, the Board of Directors considers it appropriate to adopt a code of conduct for members and their guests who use the facilities of the Fairfield Athletic Club;

IT IS RESOLVED, that the following code of conduct shall be applicable to members and guests at the Fairfield Athletic Club:

Members are at all times required to conduct themselves in an appropriate manner. Fairfield Athletic Club will not tolerate loud, abusive, offensive, insulting, demeaning, lewd or profane speech or conduct toward other members or employees of Fairfield Athletic Club. Further, Fairfield Athletic Club will not tolerate conduct or action directed toward another member or any employee of Fairfield Athletic Club that is threatening, provocative, harassing, or sexually oriented. A violation of these rules may result in the temporary suspension or the permanent termination of the member's right to use the facilities.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Association.

This resolution was adopted by not less than a majority vote of the Board of Directors at a meeting duly called and held on 12/05, 2006 at which a quorum of the Board of Directors was at all times present.

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Members of the Board of Directors of  
Fairfield Village Community Association,  
Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Tim Fitzpatrick

Date: 12/5/2006

\_\_\_\_\_  
Tommy Weaver

Date: \_\_\_\_\_

\_\_\_\_\_  
Nan Peavey

Date: December 5, 2006

\_\_\_\_\_  
Jon Seifert

Date: 12-5-2006

\_\_\_\_\_  
Terry Noe

1402-19-2071

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 herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

DEC 13 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**MANAGEMENT CERTIFICATE  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

The undersigned, being the authorized representative of Fairfield Central Neighborhood Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any Management Certificate previously filed by the Association:

- (21)
- 1. **Name of Subdivisions:** The names of the subdivisions are Bradford Creek, Garden Grove, and Chappell Ridge. 3EE
- 2. **Name of Association:** The name of the Association is Fairfield Central Neighborhood Association, Inc.
- 3. **Recording Data for the Subdivisions:**
  - a. **The Bradford Creek Properties.**
    - i. Fairfield Village West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 435132 of the Map Records of Harris County, Texas. 1EE
    - ii. Fairfield Village West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440050 of the Map Records of Harris County, Texas. 1EE
    - iii. Fairfield Village West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440054 of the Map Records of Harris County, Texas. 1EE
    - iv. Fairfield Village West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487135 of the Map Records of Harris County, Texas. 1EE
    - v. Fairfield Village West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487139 of the Map Records of Harris County, Texas. 1EE
    - vi. Fairfield Village West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508066 of the Map Records of Harris County, Texas. 1EE



ER 041 - 36 - 2393

ER 041 - 36 - 2394

- vii. Fairfield Village West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508070 of the Map Records of Harris County, Texas. 1EE
- viii. Fairfield Village West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 525040 of the Map Records of Harris County, Texas. 1EE
- ix. Fairfield Village West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 529069 of the Map Records of Harris County, Texas. 1EE
- x. Fairfield Village West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 533245 of the Map Records of Harris County, Texas. 1EE
- b. The Garden Grove Properties.
  - i. Fairfield Garden Grove, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 127, of the Map Records of Harris County, Texas. 1EE
  - ii. Fairfield Garden Grove, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 344, Page 85, of the Map Records of Harris County, Texas. 1EE
  - iii. Fairfield Garden Grove, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 350123 of the Map Records of Harris County, Texas. 1EE
  - iv. Fairfield Garden Grove, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 354128 of the Map Records of Harris County, Texas. 1EE
- c. The Chappell Ridge Properties.
  - i. Fairfield Chappell Ridge, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 129, of the Map Records of Harris County, Texas. 1EE
  - ii. Fairfield Chappell Ridge, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 343, Page 3, of the Map Records of Harris County, Texas. 1EE
  - iii. Fairfield Chappell Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof 1EE

recorded in Volume 345, Page 145, of the Map Records of Harris County, Texas.

- iv. Fairfield Chappell Ridge, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 351024 of the Map Records of Harris County, Texas. 1EE

4. Recording Data for the Declarations:

a. The Bradford Creek Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (2) Annexation of Fairfield Village West, Section Four (4), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (3) Annexation of Fairfield Village West, Section Six (6), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (4) Annexation of Fairfield Village West, Section Seven (7), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (5) Annexation of Fairfield Village West, Section Ten (10), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (6) Annexation of Fairfield Village West, Section Eleven (11), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (7) Annexation of Fairfield Village West, Section Thirteen (13), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (8) Annexation of Fairfield Village West, Section Fourteen (14), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek; and
- (9) Annexation of Fairfield Village West, Section Fifteen (15), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek.

ii. Recording Information:

- (1) Harris County Clerk's File No. U371347;
- (2) Harris County Clerk's File No. U690097;
- (3) Harris County Clerk's File No. V362825;
- (4) Harris County Clerk's File No. V362826;
- (5) Harris County Clerk's File No. V764246;
- (6) Harris County Clerk's File No. W303040;
- (7) Harris County Clerk's File No. W868626;
- (8) Harris County Clerk's File No. W868627; and
- (9) Harris County Clerk's File No. W868628, respectively.

ER 041 - 36 - 2395



ER 041 - 36 - 2396

b. The Garden Grove Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Garden Grove, Section One (1);
- (2) Annexation to Declaration for Fairfield Garden Grove, Section Two (2);
- (3) Annexation to Declaration for Fairfield Garden Grove, Section Three (3); and
- (4) Correction Annexation to Declaration for Fairfield Garden Grove, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619438;
- (2) Harris County Clerk's File No. M469412;
- (3) Harris County Clerk's File No. N597179; and
- (4) Harris County Clerk's File No. P315453, respectively.

c. The Chappell Ridge Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Chappell Ridge, Section One (1);
- (2) Annexation to Declaration for Fairfield Chappell Ridge, Section Two (2);
- (3) Annexation to Declaration for Fairfield Chappell Ridge, Section Three (3); and
- (4) Annexation to Declaration for Fairfield Chappell Ridge, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619439;
- (2) Harris County Clerk's File No. H127857;
- (3) Harris County Clerk's File No. M797539; and
- (4) Harris County Clerk's File No. N597180, respectively.

- 5. **Name and Mailing Address of the Association:** The name and mailing address of the Association is Fairfield Central Neighborhood Association, Inc., c/o Association Management, Inc., 5295 Hollister, Houston, Texas 77040.
- 6. **Name and Mailing Address of Person Managing the Association or its Designated Representative:** The name and mailing address of the designated representative of the Association is Association Management, Inc., 5295 Hollister, Houston, Texas (2) 10R 77040.
- 7. **Telephone Number to Contact the Association:** The telephone number to contact Fairfield Central Neighborhood Association, Inc. is 713-932-1122.

EXECUTED on this 13<sup>th</sup> day of FEBRUARY, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC. 10R

By: Association Management, Inc.  
Managing Agent

By: [Signature]  
David Regenbaum, President

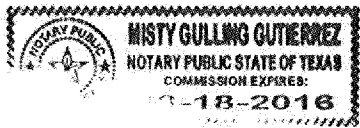
THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

BEFORE ME, the undersigned notary public, on this day personally appeared David Regenbaum, President of Association Management, Inc., managing agent of Fairfield Central Neighborhood 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 13<sup>th</sup> day of February, 2013, to certify which witness my hand and official seal.

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

Return to:  
Rick S. Butler  
Butler | Hailey  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024-3042



232644

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ER 041 - 36 - 2398

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# Pages 6  
02/15/2013 10:29:24 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 32.00

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

NOTICE  
Y

**NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

The undersigned, being the authorized representative of Fairfield Central Neighborhood 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. The Bradford Creek Properties. (18)
  - i. Fairfield Village West, Section One (1), a subdivision in Harris 1EE  
County, Texas, according to the map or plat thereof recorded in  
Film Code No. 435132 of the Map Records of Harris County,  
Texas.
  - ii. Fairfield Village West, Section Two (2), a subdivision in Harris 1EE  
County, Texas, according to the map or plat thereof recorded in  
Film Code No. 440050 of the Map Records of Harris County,  
Texas.
  - iii. Fairfield Village West, Section Four (4), a subdivision in Harris 1EE  
County, Texas, according to the map or plat thereof recorded in  
Film Code No. 440054 of the Map Records of Harris County,  
Texas.
  - iv. Fairfield Village West, Section Six (6), a subdivision in Harris 1EE  
County, Texas, according to the map or plat thereof recorded in  
Film Code No. 487135 of the Map Records of Harris County,  
Texas.
  - v. Fairfield Village West, Section Seven (7), a subdivision in Harris 1EE  
County, Texas, according to the map or plat thereof recorded in  
Film Code No. 487139 of the Map Records of Harris County,  
Texas.
  - vi. Fairfield Village West, Section Ten (10), a subdivision in Harris 1EE  
County, Texas, according to the map or plat thereof recorded in  
Film Code No. 508066 of the Map Records of Harris County,  
Texas.
  - vii. Fairfield Village West, Section Eleven (11), a subdivision in 1EE  
Harris County, Texas, according to the map or plat thereof  
recorded in Film Code No. 508070 of the Map Records of Harris  
County, Texas.
  - viii. Fairfield Village West, Section Thirteen (13), a subdivision in 1EE  
Harris County, Texas, according to the map or plat thereof  
recorded in Film Code No. 525040 of the Map Records of Harris  
County, Texas.
  - ix. Fairfield Village West, Section Fourteen (14), a subdivision in 1EE  
Harris County, Texas, according to the map or plat thereof



ER 041 - 37 - 1548

recorded in Film Code No. 529069 of the Map Records of Harris County, Texas.

- x. Fairfield Village West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 533245 of the Map Records of Harris County, Texas. 1EE

b. The Garden Grove Properties.

- i. Fairfield Garden Grove, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 127, of the Map Records of Harris County, Texas. 1EE
- ii. Fairfield Garden Grove, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 344, Page 85, of the Map Records of Harris County, Texas. 1EE
- iii. Fairfield Garden Grove, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 350123 of the Map Records of Harris County, Texas. 1EE
- iv. Fairfield Garden Grove, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 354128 of the Map Records of Harris County, Texas. 1EE

c. The Chappell Ridge Properties.

- i. Fairfield Chappell Ridge, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 129, of the Map Records of Harris County, Texas. 1EE
- ii. Fairfield Chappell Ridge, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 343, Page 3, of the Map Records of Harris County, Texas. 1EE
- iii. Fairfield Chappell Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 345, Page 145, of the Map Records of Harris County, Texas. 1EE
- iv. Fairfield Chappell Ridge, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 351024 of the Map Records of Harris County, Texas. 1EE

- 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. The Bradford Creek Properties.

ER 041 - 37 - 1549

ER 041 - 37 - 1550

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (2) Annexation of Fairfield Village West, Section Four (4), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (3) Annexation of Fairfield Village West, Section Six (6), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (4) Annexation of Fairfield Village West, Section Seven (7), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (5) Annexation of Fairfield Village West, Section Ten (10), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (6) Annexation of Fairfield Village West, Section Eleven (11), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (7) Annexation of Fairfield Village West, Section Thirteen (13), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (8) Annexation of Fairfield Village West, Section Fourteen (14), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek; and
- (9) Annexation of Fairfield Village West, Section Fifteen (15), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek.

ii. Recording Information:

- (1) Harris County Clerk's File No. U371347;
- (2) Harris County Clerk's File No. U690097;
- (3) Harris County Clerk's File No. V362825;
- (4) Harris County Clerk's File No. V362826;
- (5) Harris County Clerk's File No. V764246;
- (6) Harris County Clerk's File No. W303040;
- (7) Harris County Clerk's File No. W868626;
- (8) Harris County Clerk's File No. W868627; and
- (9) Harris County Clerk's File No. W868628, respectively.

b. The Garden Grove Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Garden Grove, Section One (1);
- (2) Annexation to Declaration for Fairfield Garden Grove, Section Two (2);
- (3) Annexation to Declaration for Fairfield Garden Grove, Section Three (3); and
- (4) Correction Annexation to Declaration for Fairfield Garden Grove, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619438;
- (2) Harris County Clerk's File No. M469412;
- (3) Harris County Clerk's File No. N597179; and
- (4) Harris County Clerk's File No. P315453, respectively.

c. The Chappell Ridge Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Chappell Ridge, Section One (1);
- (2) Annexation to Declaration for Fairfield Chappell Ridge, Section Two (2);
- (3) Annexation to Declaration for Fairfield Chappell Ridge, Section Three (3); and
- (4) Annexation to Declaration for Fairfield Chappell Ridge, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619439;
- (2) Harris County Clerk's File No. H127857;
- (3) Harris County Clerk's File No. M797539; and
- (4) Harris County Clerk's File No. N597180, respectively

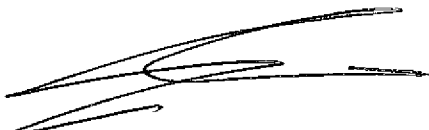
3. Dedicatory Instruments. In addition to the Restrictive Covenants identified in paragraph 2, above, the following documents are Dedicatory Instruments governing the Association:

- a. Certificate of Formation of Fairfield Central Neighborhood Association, Inc.;
- b. Certificate of Merger; and
- c. Bylaws of Fairfield Central Neighborhood Association, Inc.

This Notice is being recorded in the Official Public Records of Real Property 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 13<sup>TH</sup> day of FEBRUARY, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC. 10R

By:   
 David Regenbaum, authorized representative

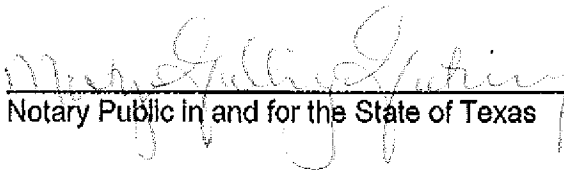
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared David Regenbaum, authorized representative of Fairfield Central Neighborhood 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 13<sup>th</sup> day of February, 2013, to certify which witness my hand and official seal.

  
Notary Public in and for the State of Texas



Return to:  
Rick S. Butler  
BUTLER | HAILEY  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024  
232614

ER 041 - 37 - 1552



AUG 23 2012

CERTIFICATE OF FORMATION  
of  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.  
(a Texas Nonprofit Corporation)

Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as organizer of a corporation under the Texas Business Organizations Code, do hereby adopt the following Certificate of Formation for such corporation.

ARTICLE ONE  
NAME

The name of the corporation is FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE TWO  
NON-PROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE  
PURPOSES

The purposes for which the corporation is organized are as follows:

(1) The specific and primary purpose for which this corporation is organized is to govern the affairs of any residential subdivision over which the corporation obtains jurisdiction. At the time of filing this Certificate of Formation, it is anticipated that the corporation shall by merger obtain jurisdiction over the following residential subdivisions in Harris County, Texas: Fairfield Chappell Ridge, Sections One (1), Two (2), Three (3), and Four (4); Fairfield Garden Grove, Sections One (1), Two (2), Three (3), and Four (4); and Fairfield Village West, Sections One (1), Two (2), Four (4), Six (6), Seven (7), Ten (10), Eleven (11), Thirteen (13), Fourteen (14), and Fifteen (15). The residential subdivisions over which the corporation may obtain jurisdiction at any time subsequent to the filing of this Certificate of Formation are collectively referred to herein as the "Property". IT SHALL NOT BE ONE OF THE PURPOSES OF THE CORPORATION TO PROVIDE SECURITY TO THE RESIDENTS OF THE PROPERTY OR THEIR GUESTS AND INVITEES. NEITHER THE CORPORATION, NOR ITS OFFICERS, DIRECTORS OR AGENTS SHALL EVER IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY NOR SHALL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ALLEGED FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

(2) The general powers of the corporation are:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the deed restrictions applicable to the Property as the same may be amended or supplemented from time to time as therein provided;

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ER 041 - 37 - 1553

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the deed restrictions; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

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

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

(e) dedicate, sell or transfer all or any part of the common area, if any, to any public agency, authority, or utility;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area; and

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Business Organizations Code or any successor statute by law may now or hereafter have or exercise.

(3) Notwithstanding any of the foregoing statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in paragraph (1) of this Article Three, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such.

#### **ARTICLE FOUR** **MEMBERSHIP**

Initially, the corporation shall have no members. Provided that, if and when the corporation obtains jurisdiction over one or more residential subdivisions (the "Property", as provided above), each owner, whether one person or more of a lot in the Property shall, upon and by virtue of becoming such owner, automatically become and shall remain a member of the corporation until ownership of the lot ceases for any reason, at which time the membership in the corporation shall also automatically cease. Membership in the corporation shall be appurtenant to and shall automatically follow the ownership of each lot in the Property and may not be separated from such ownership.

#### **ARTICLE FIVE** **VOTING RIGHTS**

When the corporation has members, the corporation shall have one (1) class of voting membership. Members shall have one (1) vote per lot in the Property. When more than one person holds an interest in a lot, all of 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 (1) vote be cast with respect to any lot.

**ARTICLE SIX**  
**INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation is 5295 Hollister, Houston, Texas 77040, and the name of its initial registered agent at such address is Association Management, Inc.

**ARTICLE SEVEN**  
**MANAGEMENT**

The affairs of the corporation shall be managed by its Board of Directors, which shall initially consist of five (5) Directors. The number of Directors may be increased or decreased as provided in the Bylaws of the corporation, provided there shall never be less than five (5) Directors. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Ed Hoffer	5295 Hollister Houston, Texas 77040
Janet Bertoli	5295 Hollister Houston, Texas 77040
Tami Ehler	5295 Hollister Houston, Texas 77040
John White	5295 Hollister Houston, Texas 77040
Louis Iselin	5295 Hollister Houston, Texas 77040

**ARTICLE EIGHT**  
**ORGANIZER**

The name and street address of the organizer is:

<u>NAME</u>	<u>ADDRESS</u>
Rick S. Butler	8901 Gaylord Drive, Suite 100 Houston, Texas 77024

ER 041 - 37 - 1555

**ARTICLE NINE  
DISSOLUTION**

Until such time that the corporation has members, the corporation may be dissolved upon the affirmative vote of a majority of the Directors. After the corporation has members, the corporation may be dissolved by the vote of the members representing not less than two-thirds (2/3rds) of the votes in the corporation, which vote will be taken at a meeting of the members. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation 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 TEN  
AMENDMENTS**

Until such time that the corporation has members, amendment of this Certificate of Formation shall require the affirmative vote of a majority of the Directors. After the corporation has members, amendment of this Certificate of Formation shall require the assent of members representing two thirds (2/3rds) of the votes cast at a meeting of the members called for such purpose at which a quorum is present.

**ARTICLE ELEVEN  
INDEMNIFICATION**

The corporation shall indemnify any director or former director, officer or former officer of the corporation to the fullest extent allowed by the Texas Business Organizations Code.

**ARTICLE TWELVE  
WRITTEN CONSENT**

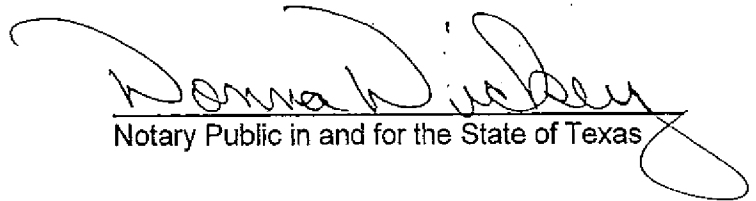
Provided the provisions of Section 22.220 of the Texas Business Organizations Code are fully complied with, and subject to the provisions of the Bylaws of the corporation, any action required by the Texas Business Organizations Code to be taken at a meeting of members, directors, or any committee of the corporation, or any action that may be taken at a meeting of members, directors, or any committee of the corporation, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

IN WITNESS WHEREOF, we have hereunto set our hand, on this 21<sup>ST</sup> day of August, 2012.

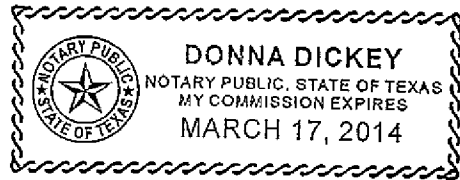
By:   
Rick S. Butler

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was executed before me on this 21<sup>st</sup> day of August, 2012 by Rick S. Butler for the purposes and consideration expressed therein.

  
Notary Public in and for the State of Texas

220189



ER 041 - 37 - 1557



## Office of the Secretary of State

### CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

GARDEN GROVE NEIGHBORHOOD ASSOCIATION INC.  
Domestic Nonprofit Corporation  
[File Number: 105660401]

CHAPPELL RIDGE NEIGHBORHOOD ASSOCIATION INC.  
Domestic Nonprofit Corporation  
[File Number: 105660501]

BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.  
Domestic Nonprofit Corporation  
[File Number: 157171101]

Into

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.  
Domestic Nonprofit Corporation  
[File Number: 801644750]

has been received in this office and has been found to conform to law.

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

Dated: 01/11/2013

Effective: 01/11/2013

*Come visit us on the internet at <http://www.sos.state.tx.us/>*



Office of the Secretary of State



A handwritten signature in black ink, appearing to read "John Steen".

John Steen  
Secretary of State

ER 041 - 37 - 1559

JAN 11 2013

CERTIFICATE OF MERGER

Corporations Section

Pursuant to the provisions of Section 22.251 of the Texas Business Organizations Code, the undersigned non-profit corporations adopt the following Certificate of Merger for the purpose of merging them into one of such corporations:

1. The attached Plan and Agreement of Reorganization by Merger was approved by the respective members of Chappell Ridge Neighborhood Association, Inc., Garden Grove Neighborhood Association, Inc., and Bradford Creek Neighborhood Association, Inc. in the manner prescribed by the Texas Business Organizations Code; the attached Plan and Agreement of Reorganization by Merger was approved by the Board of Directors of Fairfield Central Neighborhood Association, Inc. in the manner prescribed by the Texas Business Organization Code (such entity having no members).
2. The attached Plan and Agreement of Reorganization by Merger has been approved as required by each party's jurisdiction of formation and governing documents.

Dated this 17<sup>th</sup> day of DECEMBER, 2012.

CHAPPELL RIDGE NEIGHBORHOOD  
ASSOCIATION, INC.

By: John White  
John White, Secretary

GARDEN GROVE NEIGHBORHOOD  
ASSOCIATION, INC.

By: Louis Iselin  
Louis Iselin, Secretary

BRADFORD CREEK NEIGHBORHOOD  
ASSOCIATION, INC.

By: Ed Hofer  
Ed Hofer, Secretary/Treasurer

ER 041 - 37 - 1560



FAIRFIELD CENTRAL  
NEIGHBORHOOD ASSOCIATION, INC.

By: Tami Ehler  
Tami Ehler, Director

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this day personally appeared John White, Secretary of Chappell Ridge Neighborhood 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 3<sup>rd</sup> day of December, 2012, to certify which witness my hand and official seal.

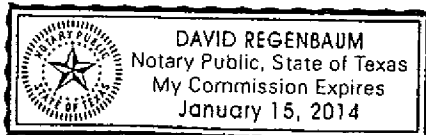


[Signature]  
Notary Public – State of Texas

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this day personally appeared Louis Iselin, Secretary of Garden Grove Neighborhood 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 17<sup>th</sup> day of December, 2012, to certify which witness my hand and official seal.



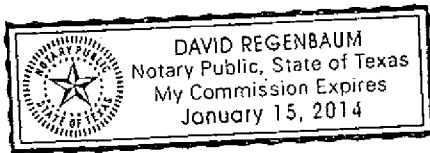
[Signature]  
Notary Public – State of Texas


ER 041 - 37 - 1561

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Ed Hofer, Secretary/Treasurer of Bradford Creek Neighborhood 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 3<sup>rd</sup> day of December, 2012, to certify which witness my hand and official seal.

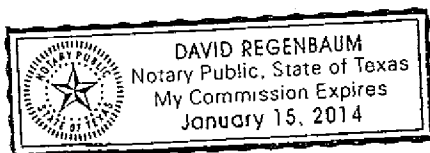



  
\_\_\_\_\_  
Notary Public – State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Tami Ehler, Director of Fairfield Central Neighborhood Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 3<sup>rd</sup> day of December, 2012, to certify which witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public – State of Texas

230493

PLAN AND AGREEMENT OF REORGANIZATION

BY MERGER OF

CHAPPELL RIDGE NEIGHBORHOOD ASSOCIATION, INC.,  
GARDEN GROVE NEIGHBORHOOD ASSOCIATION, INC.

AND

BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.

WITH AND INTO

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

UNDER THE NAME OF

“FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.”

CHAPPELL RIDGE NEIGHBORHOOD ASSOCIATION, INC., a Texas non-profit corporation (the “Chappell Ridge Association”), GARDEN GROVE NEIGHBORHOOD ASSOCIATION, INC., a Texas non-profit corporation (the “Garden Grove Association”), BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC., a Texas non-profit corporation (the “Bradford Creek Association”), and FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC., a Texas non-profit corporation (the “Fairfield Central Association”), agree as follows:

I.

1.01. A plan of reorganization of the Chappell Ridge Association, the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association, pursuant to the provisions of Chapters 10 and 22 of the Texas Business Organizations Code, is adopted as follows:

- (1) The Chappell Ridge Association shall be merged with and into the Fairfield Central Association to exist and be governed by the laws of the State of Texas.
- (2) The Garden Grove Association shall be merged with and into the Fairfield Central Association to exist and be governed by the laws of the State of Texas.
- (3) The Bradford Creek Association shall be merged with and into the Fairfield Central Association to exist and be governed by the laws of the State of Texas.
- (4) The name of the surviving corporation (the “Surviving Corporation”) shall be: FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.
- (5) When this Agreement shall become effective, the separate existence of the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association shall cease and the Surviving Corporation shall succeed, without other

ER 041 - 37 - 1563

ER 041 - 37 - 1564

transfer, to all the rights and property of the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association and shall be subject to all the debts and liabilities of the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association in the same manner as if the Surviving Corporation had itself incurred them, subject to subparagraph (8) below. All rights of creditors and all liens upon the property of the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the merger.

- (6) The Surviving Corporation will carry on business with the assets of the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association, as well as with the assets of the Fairfield Central Association.
- (7) When this Agreement shall become effective, the members of the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association shall be and become members of the Surviving Corporation; all existing members of the Fairfield Central Association, if any, shall retain their membership in the Surviving Corporation.
- (8) Notwithstanding the foregoing, the Surviving Corporation shall have the right to assess the owners of lots in the Chappell Ridge Association to pay for any liabilities of the Chappell Ridge Association which are not disclosed to the Surviving Corporation prior to the Effective Date of the merger; likewise, the Surviving Corporation shall have the right to assess the owners of lots in the Garden Grove Association to pay for any liabilities of the Garden Grove Association which are not disclosed to the Surviving Corporation prior to the effective date of the merger; finally, the Surviving Corporation shall have the right to assess the owners of lots in the Bradford Creek Association to pay for any liabilities of the Bradford Creek Association which are not disclosed to the Surviving Corporation prior to the effective date of the merger.

1.02. The effective date of the merger, hereinafter referred to as the "Effective Date", shall be the date when a Certificate of Merger is issued by the Secretary of State of Texas.

## II.

2.01. As a material inducement to the Garden Grove Association, the Bradford Creek Association and the Fairfield Central Association to execute this Agreement and perform its obligations hereunder, the Chappell Ridge Association represents and warrants to the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association as follows:

ER 041 - 37 - 1565

- (1) The Chappell Ridge Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted. Such corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (2) The Chappell Ridge Association has provided to the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association all the available financial information and, to the best knowledge of the Board of Directors of the Chappell Ridge Association, the financial information provided accurately sets forth the financial condition of the Chappell Ridge Association.
- (3) To the best knowledge of the Board of Directors of the Chappell Ridge Association, all required federal, state, and local tax returns, if any, of the Chappell Ridge Association have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid, if any, with respect to the periods covered by such returns, have been paid; the Chappell Ridge Association has not been delinquent in the payment of any tax, assessment, or governmental charge; the Chappell Ridge Association has never had any tax deficiency proposed or assessed against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.
- (4) To the best knowledge of the Board of Directors of the Chappell Ridge Association, the Chappell Ridge Association has not entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of the Chappell Ridge Association.
- (5) To the best knowledge of the Board of Directors of the Chappell Ridge Association, there are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against the Chappell Ridge Association which would affect it, its properties, assets or business; and the Chappell Ridge Association is not aware of any facts which to its knowledge might result in any action, suit, arbitration or other proceeding which in turn might result in any material adverse change in the business or condition (financial or otherwise) of the Chappell Ridge Association or its properties or assets. The Chappell Ridge Association is not in default with respect to any judgment, order or decree of any court of any governmental agency or instrumentality.
- (6) All material facts concerning or relating to the Chappell Ridge Association which are known to its Board of Directors have been disclosed.

2.02. As a material inducement to the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association to execute this Agreement and perform its obligations hereunder, the Garden Grove Association represents and warrants to the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association as follows:

- (1) The Garden Grove Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted. Such corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (2) The Garden Grove Association has provided to the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association all the available financial information and, to the best knowledge of the Board of Directors of the Garden Grove Association, the financial information provided accurately sets forth the financial condition of the Garden Grove Association.
- (3) To the best knowledge of the Board of Directors of the Garden Grove Association, all required federal, state, and local tax returns, if any, of the Garden Grove Association have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid, if any, with respect to the periods covered by such returns, have been paid; the Garden Grove Association has not been delinquent in the payment of any tax, assessment, or governmental charge; the Garden Grove Association has never had any tax deficiency proposed or assessed against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.
- (4) To the best knowledge of the Board of Directors of the Garden Grove Association, the Garden Grove Association has not entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of the Garden Grove Association.
- (5) To the best knowledge of the Board of Directors of the Garden Grove Association, there are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against the Garden Grove Association which would affect it, its properties, assets or business; and the Garden Grove Association is not aware of any facts which to its knowledge might result in any action, suit, arbitration or other proceeding which in turn might result in any material adverse change in the business or condition (financial or otherwise) of the Garden Grove Association or its properties or assets. The Garden Grove Association is not in default

with respect to any judgment, order or decree of any court of any governmental agency or instrumentality.

- (6) All material facts concerning or relating to the Garden Grove Association which are known to its Board of Directors have been disclosed.

2.03. As a material inducement to the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association to execute this Agreement and perform its obligations hereunder, the Bradford Creek Association represents and warrants to the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association as follows:

- (1) The Bradford Creek Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted. Such corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (2) The Bradford Creek Association has provided to the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association all the available financial information and, to the best knowledge of the Board of Directors of the Bradford Creek Association, the financial information provided accurately sets forth the financial condition of the Bradford Creek Association.
- (3) To the best knowledge of the Board of Directors of the Bradford Creek Association, all required federal, state, and local tax returns, if any, of the Bradford Creek Association have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid, if any, with respect to the periods covered by such returns, have been paid; the Bradford Creek Association has not been delinquent in the payment of any tax, assessment, or governmental charge; the Bradford Creek Association has never had any tax deficiency proposed or assessed against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax.
- (4) To the best knowledge of the Board of Directors of the Bradford Creek Association, the Bradford Creek Association has not entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of the Bradford Creek Association.
- (5) To the best knowledge of the Board of Directors of the Bradford Creek Association, there are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against the Bradford Creek Association which

would affect it, its properties, assets or business; and the Bradford Creek Association is not aware of any facts which to its knowledge might result in any action, suit, arbitration or other proceeding which in turn might result in any material adverse change in the business or condition (financial or otherwise) of the Bradford Creek Association or its properties or assets. The Bradford Creek Association is not in default with respect to any judgment, order or decree of any court of any governmental agency or instrumentality.

- (6) All material facts concerning or relating to the Bradford Creek Association which are known to its Board of Directors have been disclosed.

2.04. As a material inducement to the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association to execute this Agreement and perform its obligations hereunder, the Fairfield Central Association represents and warrants to the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association as follows:

- (1) The Fairfield Central Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted. The Fairfield Central Association is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (2) The Fairfield Central Association has not at any time relevant to this Agreement entered into any transaction other than in the ordinary course of business and there has not been any material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets or liabilities of the Fairfield Central Association.
- (3) All material facts concerning or relating to the Fairfield Central Association have been disclosed.

### III.

3.01.

- (1) Except as limited by subparagraph (2) of this paragraph 3.01, pending consummation of the merger, each of the corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its organization intact, to retain its present employees, if any, and to maintain its relationships with contractors and others having business relationships with it.
- (2) Except with the prior consent in writing of the Fairfield Central Association, pending consummation of the merger, the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association shall not:



- (a) Create or issue any indebtedness for borrowed money.
- (b) Enter into any transaction other than those involved in carrying on its activities in the ordinary course of business.

3.02. This Agreement shall be submitted separately to the members of each corporation for approval in the manner provided by the laws of the State of Texas.

3.03. Except as may be expressly waived in writing by the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association, all of the obligations of the Chappell Ridge Association are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

- (1) The representations and warranties made by the Chappell Ridge Association to the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association in Article II hereof shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects, and the Chappell Ridge Association shall not have discovered any material error, misstatement, or omission therein.
- (2) The Chappell Ridge Association shall have delivered to the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association the opinion, dated the Effective Date, of the Chappell Ridge Association's counsel, to the effect that:
  - (a) The Chappell Ridge Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas.
  - (b) The execution, delivery, and performance of this Agreement by the Chappell Ridge Association has been duly authorized and approved by requisite corporate action by the Chappell Ridge Association and this Agreement has been duly executed and delivered by the Chappell Ridge Association.
- (3) The Chappell Ridge Association shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it, prior to, or on the Effective Date.
- (4) The Chappell Ridge Association shall have delivered to the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this paragraph 3.03.

- (5) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
- (6) All corporate and other proceedings and action taken in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Garden Grove Association, the Bradford Creek Association, and the Fairfield Central Association.

3.04. Except as may be expressly waived in writing by the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association, all of the obligations of the Garden Grove Association are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

- (1) The representations and warranties made by the Garden Grove Association to the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association in Article II hereof shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects, and the Garden Grove Association shall not have discovered any material error, misstatement, or omission therein.
- (2) The Garden Grove Association shall have delivered to the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association the opinion, dated the Effective Date, of the Garden Grove Association's counsel, to the effect that:
  - (a) The Garden Grove Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas.
  - (b) The execution, delivery, and performance of this Agreement by the Garden Grove Association has been duly authorized and approved by requisite corporate action by the Garden Grove Association and this Agreement has been duly executed and delivered by the Garden Grove Association.
- (3) The Garden Grove Association shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it, prior to, or on the Effective Date.
- (4) The Garden Grove Association shall have delivered to the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association a

certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this paragraph 3.04.

- (5) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
- (6) All corporate and other proceedings and action taken in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Chappell Ridge Association, the Bradford Creek Association, and the Fairfield Central Association.

3.05. Except as may be expressly waived in writing by the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association, all of the obligations of the Bradford Creek Association are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

- (1) The representations and warranties made by the Bradford Creek Association to the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association in Article II hereof shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects, and the Bradford Creek Association shall not have discovered any material error, misstatement, or omission therein.
- (2) The Bradford Creek Association shall have delivered to the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association the opinion, dated the Effective Date, of the Bradford Creek Association's counsel, to the effect that:
  - (a) The Bradford Creek Association is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas.
  - (b) The execution, delivery, and performance of this Agreement by the Bradford Creek Association has been duly authorized and approved by requisite corporate action by the Bradford Creek Association and this Agreement has been duly executed and delivered by the Bradford Creek Association.
- (3) The Bradford Creek Association shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it, prior to, or on the Effective Date.

ER 041 - 37 - 1572

- (4) The Bradford Creek Association shall have delivered to the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this paragraph 3.05.
- (5) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
- (6) All corporate and other proceedings and action taken in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Chappell Ridge Association, the Garden Grove Association, and the Fairfield Central Association.

3.06. Except as may be waived in writing by the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association, all of the obligations of the Fairfield Central Association hereunder are subject to fulfillment, prior to or at the Effective Date, of each of the following conditions:

- (1) The representations and warranties of the Fairfield Central Association, in this Agreement and in any document delivered pursuant hereto shall be deemed to have been made again on the Effective Date and shall then be true and correct, and the Fairfield Central Association shall not have discovered any material error, misstatement, or omission therein.
- (2) The Fairfield Central Association shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it, prior to, or on the Effective Date.
- (3) The Fairfield Central Association shall have delivered to the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association a certificate, dated the Effective Date, executed in its corporate name by the President or any Vice President, certifying to the satisfaction of the conditions specified in subparagraphs (1) and (2) of this paragraph 3.06.
- (4) The Fairfield Central Association shall have delivered to the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association an opinion of its counsel, dated the Effective Date, to the effect that:

ER 041 - 37 - 1573

- (a) The Fairfield Central Association is a duly and validly organized and existing non-profit corporation in good standing under the laws of the State of Texas, with full corporate power to carry on the activities in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction wherein failure to so qualify would materially and adversely affect the business, properties, or prospects of such corporation, if any.
  - (b) This Agreement and the instruments delivered to the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association under this Agreement have been duly and validly executed and delivered by the Fairfield Central Association and constitute the valid and binding obligations of such corporation, enforceable in accordance with their terms, except as limited by the laws of bankruptcy and insolvency.
- (5) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

#### IV.

Upon the Effective Date of the merger, all of the initial Directors of the Fairfield Central Association named in the Certificate of Formation shall remain as Directors of the Surviving Corporation until their successors have been elected or appointed in accordance with the Bylaws of such corporation. Upon the Effective Date of the merger, all of the existing Directors of the Chappell Ridge Association shall cease to serve as Directors; all of the existing Directors of the Garden Grove Association shall cease to serve as Directors; and all of the existing Directors of the Bradford Creek Association shall cease to serve as Directors. All persons who at the Effective Date of the merger shall be officers of the Fairfield Central Association shall remain as officers of the Surviving Corporation until the Board of Directors shall otherwise elect replacement officers.

The initial Directors of the Fairfield Central Association named in the Certificate of Formation, who shall remain as Directors Fairfield Central Association until their successors have been elected or appointed in accordance with the Bylaws, and the duration of each Director's term, are as follows:

- Janet Bertoli - 3 years
- Edward Hofer - 3 years
- John White - 2 years
- Louis Iselin - 2 years
- Tami Ehler - 1 year

V.

The Certificate of Formation of the Fairfield Central Association, as existing on the Effective Date of the merger, shall continue in full force as the Certificate of Formation of the Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

VI.

The Bylaws of the Fairfield Central Association, as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended or repealed as provided therein or as provided by law.

VII.

Commencing with the 2013 assessment year, the annual assessment levied by the Surviving Corporation against all lots currently under the jurisdiction of the Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association shall be \$300.00.

VIII.

All statements contained in any memorandum, certificate, letter, documents, or other instrument delivered by or on behalf of the Chappell Ridge Association, the Garden Grove Association, the Bradford Creek Association or the Fairfield Central Association pursuant to this Agreement shall be deemed representations and warranties made by such parties, respectively, to each other under this Agreement.

IX.

9.01. This Agreement may be terminated and the merger herein provided for may be abandoned at any time prior to the Effective Date of the merger:

(1) By the mutual consent of the Board of Directors of the Chappell Ridge Association, the Board of Directors of the Garden Grove Association, the Board of Directors of the Bradford Creek Association, and the Board of Directors of the Fairfield Central Association.

(2) At the election of the Board of the Chappell Ridge Association, the Garden Grove Association, or the Bradford Creek Association if:

- (a) The number of members of the corporation dissenting from the merger shall be so large as to make the merger, in the opinion of the Board, inadvisable or undesirable.
- (b) Any material litigation or proceeding shall be instituted or threatened against one of the corporations, or any of its assets, which, in the opinion of the Board, renders the merger inadvisable or undesirable.

ER 041 - 37 - 1575

- (c) Any legislation shall be enacted which, in the opinion of the Board, renders the merger inadvisable or undesirable.
  - (d) Between the date of this Agreement and the Effective Date of the merger, there shall have been, in the reasonable, good faith opinion of the Board, any materially adverse change in the condition, financial or otherwise, of one of the corporations.
- (3) At the election of the Board of Directors of the Surviving Corporation if, without the prior consent in writing of the Surviving Corporation, the Chappell Ridge Association, the Garden Grove Association, or the Bradford Creek Association shall have:
- (a) Created or issued any indebtedness for borrowed money.
  - (b) Entered into any transaction other than those involved in carrying on its activities in the usual manner.

9.02. In the event an election is made to terminate this Agreement and abandon the merger provided for herein:

- (1) The President or any Vice President of the corporation whose Board has made such election shall give written notice thereof to the other corporations.
- (2) Upon giving notice as provided in subsection (1), this Agreement shall terminate and the proposed merger be abandoned and, except for payment of its respective costs and expenses incident to this Agreement, there shall be no liability on the part of any of the corporations as a result of such termination and abandonment.

**X.**

The Chappell Ridge Association, the Garden Grove Association, and the Bradford Creek Association each hereby agree that from time to time, as and when requested by the Surviving Corporation, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in the Surviving Corporation title to, and possession of, all the property, rights privileges, and powers referred to in Article I hereof, and otherwise to carry out the intent and purposes of this Agreement.

**XI.**

Any notice or other communication required or permitted to be given by any party shall be properly given when delivered or deposited in the United States mail for transmittal by certified mail, postage prepaid, addressed to the other parties, as follows:

To: Chappell Ridge Neighborhood Association, Inc.  
Attn: John White, Secretary  
c/o Association Management, Inc.  
5295 Hollister  
Houston, Texas 77040

To: Garden Grove Neighborhood Association, Inc.  
Attn: Louis Iselin  
c/o Association Management, Inc.  
5295 Hollister  
Houston, Texas 77040

To: Bradford Creek Neighborhood Association, Inc.  
Attn: Ed Hofer, Secretary/Treasurer  
c/o Association Management, Inc.  
5295 Hollister  
Houston, Texas 77040

To: Fairfield Central Neighborhood Association, Inc.  
Attn: Tami Ehler  
c/o Association Management, Inc.  
5295 Hollister  
Houston, Texas 77040

## XII.

12.01. This instrument and any exhibits hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

12.02. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.

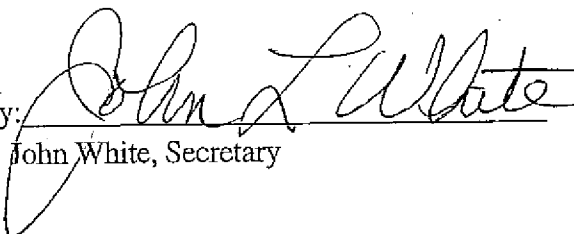
*[This space intentionally left blank]*



EXECUTED on the date(s) set opposite each name, to be effective when executed by all parties.

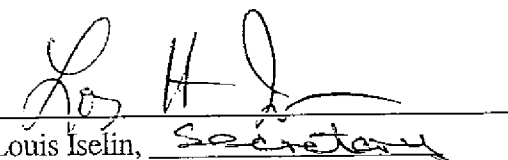
**CHAPPELL RIDGE NEIGHBORHOOD ASSOCIATION, INC.**

Date: December 3, 2012

By:   
John White, Secretary

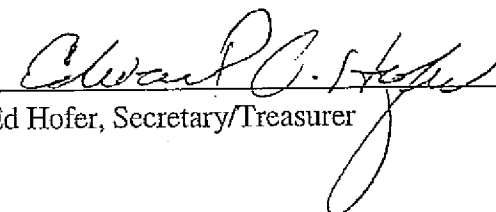
**GARDEN GROVE NEIGHBORHOOD ASSOCIATION, INC.**

Date: Dec 3, 2012

By:   
Louis Iselin, Secretary

**BRADFORD CREEK NEIGHBORHOOD ASSOCIATION, INC.**

Date: 12-3-2012

By:   
Ed Hofer, Secretary/Treasurer

**FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

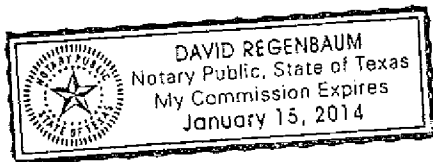
Date: 12-3-12

By:   
Tami Ehler, Director

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared John White, Secretary of Chappell Ridge Neighborhood 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 3<sup>rd</sup> day of December 2012, to certify which witness my hand and official seal.



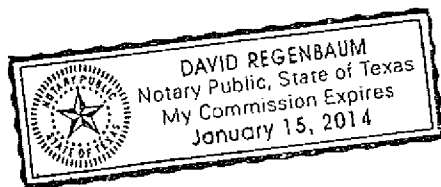
A handwritten signature in black ink, appearing to be "D. Regenbaum", written over a horizontal line.

Notary Public – State of Texas

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Louis Iselin, Secretary of Garden Grove Neighborhood 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 3<sup>rd</sup> day of December 2012, to certify which witness my hand and official seal.



A handwritten signature in black ink, appearing to be "D. Regenbaum", written over a horizontal line.

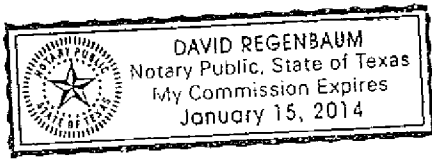
Notary Public – State of Texas

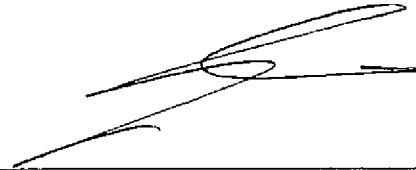
ER 041 - 37 - 1578

THE STATE OF TEXAS   §  
                                  §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this day personally appeared Ed Hofer, Secretary/Treasurer of Bradford Creek Neighborhood 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 3<sup>rd</sup> day of December 2012, to certify which witness my hand and official seal.



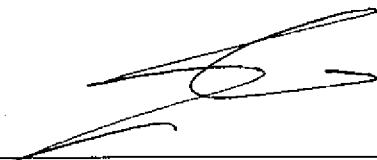
  
\_\_\_\_\_  
Notary Public – State of Texas

THE STATE OF TEXAS   §  
                                  §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this day personally appeared Tami Ehler, Director of Fairfield Central Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 3<sup>rd</sup> day of December 2012, to certify which witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public – State of Texas

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ER 041 - 37 - 1579

**BYLAWS  
OF  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

**Article I**

Name, Definitions and Membership

Section 1. Name. The name of the Association is FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC. (hereinafter referred to as the "Association").

Section 2. Definitions/Gender. Capitalized terms used in these Bylaws shall have the following meanings:

- a. "Common Area" shall mean all real and personal property owned by the Association for the common use and enjoyment of its Members.
- b. "Lot" shall mean each lot shown on the recorded plat for each residential subdivision under the jurisdiction of the Association.
- c. "Member" shall mean each person or entity who is member of the Association as provided in Section 3 of this Article.
- d. "Owner" shall mean the record owner, whether one or more persons (natural person, corporation, partnership, or other legal entity) of a Lot; provided that, notwithstanding any applicable theory of law, a mortgagee shall not be an owner unless and until such mortgagee has acquired title to a Lot pursuant to a foreclosure or a deed in lieu of a foreclosure.

Pronouns, wherever used in these Bylaws, shall include all persons regardless of gender.

Section 3. Membership. Initially, the Association shall have no Members. However, if and when the Association acquires jurisdiction over residential subdivisions in Harris County, Texas, the Association shall have one (1) class of membership. Each Owner of a Lot shall be a Member of the Association. Upon becoming an Owner of a Lot, the Owner shall automatically become a Member of the Association and shall continue to be a Member until such person no longer owns a Lot, at which time membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to the ownership of a Lot. Voting rights of the Members shall be in accordance with Article II, Section 7, of these Bylaws.

**Article II**

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors either in the community of Fairfield or as convenient to the Members as possible and practical.

Section 2. Annual Meetings. The annual meeting of the Association shall be held in the month of May of each year, on a date and at a time designated by the Board of Directors.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing

at least twenty (20%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to send to each Member written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Lot, the Member shall provide the alternative address for the purpose of receiving notice in writing to the Secretary. Notice by facsimile must be sent to the facsimile number provided to the Association in writing by that Member. Notice shall be served not less than ten (10) nor more than thirty (30) days before a meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice shall be deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that (a) at least five percent (5%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy; and, (ii) any action taken shall be approved by at least a majority of all of the Members present, in person and/or by proxy, at such reconvened meeting.

Section 7. Voting. All Members shall be entitled to one (1) vote for each Lot in which they hold an ownership interest of record on all issues to be voted upon by the Members. When more than one (1) person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners determine, but in no event shall more than one (1) vote be cast for each Lot. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote for such Lot at any meeting of the Members. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by written notice to the Board. In the event that more than one (1) person holds an ownership interest in a Lot and no single Member is designated to vote on behalf of the Members having ownership interests in the Lot, then the first Member exercising the vote for such Lot shall be deemed to be designated to vote on behalf of all

Members having ownership interests in the Lot. All Members shall have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person, by proxy, by absentee ballot, or by electronic ballot.

Section 8. Proxies. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the day of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date shall be valid. Proxies not delivered prior to the start of any meeting shall not be valid.

Section 9. Majority of Members. As used in these Bylaws, the term "majority of Members" shall mean those votes, Members, or any other group, as the context may indicate, totaling more than fifty percent (50%) of the total number of votes.

Section 10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of more than ten percent (10%) of the total votes of the Members as of the time of the meeting shall constitute a quorum at all meetings of the Association.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary, or another person designated by the Secretary, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 12. Action Without a Meeting. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section shall have the same force and effect as a unanimous vote of the Members.

### Article III

#### Board of Directors: Number. Powers. Meetings

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Once the Association has Members, not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. Once the Association has Members, a Member is not eligible to serve on the Board of Directors if the Member has been convicted of a felony or crime involving moral turpitude and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

Section 2. Directors Qualifications. Once the Association has Members, all Directors must be Members of the Association.

Section 3. Number of Directors. The Association shall be governed by a Board of Directors consisting of five (5) persons. The number of positions on the Board of Directors may be increased to a maximum of seven (7) or subsequently decreased upon a vote of not less than

seventy-five percent (75%) of the Directors then holding office at a meeting of the Directors duly called and held. Provided that, the number of positions on the Board of Directors shall never be less than five (5) and no reduction in the number of positions on the Board of Directors shall shorten the term of any incumbent Director.

Section 4. Terms of Initial Directors. The terms of the Directors of the Association identified in the Certificate of Formation shall be as follows:

- a. Tami Ehler - the initial term of this position shall expire as of the conclusion of the annual meeting of the Members held in 2014;
- b. John White and Louis Iselin - the initial term of each of these positions shall expire as of the conclusion of the annual meeting of the Members held in 2015;
- c. Ed Hofer and Jan Bertoli - the initial term of each of these positions shall expire as of the conclusion of the annual meeting of the Members held in 2016.

Section 5. Candidates for Election to the Board. All Members have the right to run for a position on the Board of Directors. Each year, beginning in 2014, at least sixty (60) days prior to the date of the annual meeting of the Members, the Association shall send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice shall specify a date by which a Member must submit his/her name as a candidate for election to the Board, together with biographical information. The Association must be notified by the Member who desires to run for a position on the Board, not another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association by the stipulated deadline shall be candidates whose names and biographical information shall be included in the notice of annual meeting sent to all Members. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member shall be a candidate for election to the Board. However, the Association shall not be obligated to send a supplemental notice to all Members advising of the names and biographical information of any candidates who submit their names and biographical information after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list shall include the names of all candidates. Nominations for election to the Board shall not be made by a nominating or other committee of the Association. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the date that voting in the election ceases. Nomination for election to the Board shall not be permitted from the floor at the annual meeting.

Section 6. Election and Term of Office. With respect to all positions on the Board of Directors to be filled by the vote of the Members, the candidates receiving the highest number of votes shall be elected to fill such positions. At each annual meeting, beginning in 2014, Members shall elect persons to fill the number of positions on the Board whose terms expire as of the annual meeting, each to serve a term of three (3) years. If the number of positions on the Board is increased, the initial terms of the new positions shall be such that the staggering of the terms of the Directors is preserved.

Section 7. Removal of Directors. Any Director elected by the Members or appointed to serve on the Board may be removed from the Board, with cause, by the affirmative vote of a majority of the total number of votes of the Members present and voting at a special meeting called for that purpose or at an annual meeting at which a quorum is present. The provisions of Article II,

Section 6, which reduce the quorum requirement for an adjourned meeting, shall not be applicable to an adjourned meeting originally called for the purpose of considering the removal of a Director. "Cause", as it relates to a basis for the removal of a Director, means a failure to comply with a material provision in the governing documents of the Association after notice and a demand for compliance from the Association; the determination of non-compliance with a material provision in the governing documents of the Association and the decision to send a notice and demand for compliance must be approved by not less than a majority of the remaining Directors. In the event of the removal of a Director, a successor for the removed Director shall be elected by a majority vote of the Members voting at the meeting at which the Director was removed. A Director whose removal is proposed shall be given at least ten (10) days written notice of the call of the meeting and the purpose of the meeting; the Director whose removal is proposed shall be given the opportunity to be heard at the meeting. Provided that, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is immediately ineligible to serve on the Board and shall, therefore, be immediately removed. Any Director may be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "Just cause" means any event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. Vacancies on the Board caused by reasons other than removal by a vote of the Member shall be filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board shall serve the unexpired term of his predecessor.

Section 8. Voting Procedure for Directors. The election of the Board of Directors shall be conducted at the annual meeting of the Association. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. Voting for Directors shall be by written ballot unless there is only one (1) candidate for a position on the Board, in which event the candidate may be elected by acclamation.

Section 9. Recount of Votes. Any Member may request a recount of the votes of an election. A request for a recount must be submitted not later than the 15<sup>th</sup> day after the date of the meeting at which the election was held. A demand for a recount must be submitted in writing either:

- a. by certified mail, return receipt requested or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the last recorded management certificate; or
- b. in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

Upon the receipt of a timely request for a recount, the Association shall, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association shall enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:



- a. current or former county judge;
- b. current or former county elections administrator;
- c. current or former justice of the peace;
- d. current or former county voter registrar; or
- e. person agreed on by the Association and the Member requesting the recount.

A recount must be performed on or before the 30<sup>th</sup> day after the date of receipt of the request and payment for the recount. If the recount changes the results of the election, the Association shall reimburse the Member for the cost of the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

Section 10. Regular Meeting. Regular meetings of the Board of Directors may be held at such time, date, and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of each regular meeting shall be given to all Members as required by law. The Board of Directors may participate in and hold a regular or special meeting by means of:

- (a) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- (b) another suitable electronic communications system, including video conferencing technology or the Internet, only if:
  - i. each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
  - ii. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet shall constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Provided that, without prior notice to the Members, the Board may take action only on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that required immediate Board action. Any action taken without notice to the 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. Provided further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members.

Section 11. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association or (a) if there are five (5) positions on the Board, by any two (2) Directors and (b) if there are more than five (5) positions on the Board, by any three (3) Directors. The notice shall specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices shall be given or sent to the

Section 16. Conduct of Meetings. A chairperson shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 17. Open Meetings. All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors shall have the authority, after an initial warning, to cause that Member to be removed from the meeting.

Section 18. Executive Session. The Board of Directors may adjourn a regular or special meeting and reconvene in a 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, and 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 executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any 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.

Section 19. Action Without a Formal Meeting. Any routine or administrative matter or matter involving a reasonably unforeseen emergency may be taken without a meeting if a written consent, stating the action to be taken, is signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. The consent must state the date of each Director's signature. Any such action must be summarized orally including an explanation of any known actual or estimated expenditures approved, and documented in the minutes of the next regular or special Board meeting.

Section 20. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration of Covenants, Conditions and Restrictions applicable to any residential subdivision under the Association's jurisdiction, the Association's Certificate of Formation of the Association, or these Bylaws directed to be done and exercised exclusively by the Members.

The President shall have the authority to act on behalf of the Board of Directors on all matters relating to the duties of any managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to, and shall be responsible for, the following (by way of explanation, but not limitation):

- (a) Preparing and adopting an annual budget, in which there shall be established the contribution of each Member to the common expenses;
- (b) Levying assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment

payments, if any, of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment shall be collected annually in advance.

(c) Providing for the operation, care, upkeep, and maintenance of all of the Common Areas.

(d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.

(e) Collecting the assessments, depositing the proceeds thereof in a bank depository, which it shall approve, and using the proceeds to administer the Association.

(f) Making and amending rules and regulations for the Association.

(g) Opening bank accounts on behalf of the Association and designating the signatories required.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Common Area after damage or destruction by fire or other casualty.

(i) Enforcing, by legal means, the provisions of the Declaration of Covenants, Conditions and Restrictions applicable to each residential subdivision under the jurisdiction of the Association, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings, which may be instituted on behalf of or against the Members concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices, and shall be available as required by Texas law.

(m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not in limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration of Covenants, Conditions and Restrictions applicable to each residential subdivision under the jurisdiction of the Association, and charging a reasonable fee sufficient to cover the expense associated with providing such information.

(n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot.

(o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

Section 21. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board of Directors, to perform such duties and services, as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs (a), (b), (f), (g), and (i) of Section 20 of this Article.

(b) If a managing agent or manager is hired, the following management standards of performance will be followed, unless the Board, by resolution, determines otherwise:

(i) Two (2) or more persons shall be responsible for handling cash, or its equivalent, in order to maintain adequate financial control procedures;

(ii) Cash accounts of the Association shall not be commingled with any other accounts;

(iii) No remuneration shall be accepted by the manager or managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(iv) Any financial or other interest which the managing agent or manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(v) A quarterly or more frequent financial report, as may be determined by the Board, shall be prepared for the Association containing:

- (1) an income statement reflecting all income and expense activity for the preceding three (3) months;
- (2) an account activity statement reflecting all receipt and disbursement activity for the preceding three (3) months;
- (3) a budget comparison report reflecting the status of all income and expense accounts in an "actual" versus "projected" budget format;
- (4) a balance sheet reflecting account balances as of the end of the previous three (3) months (this balance sheet shall include an aged receivables report or other report deemed appropriate by the Treasurer);
- (5) a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year which shall be distributed within ninety (90) days after the close of any fiscal year to the Board;
- (6) a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the

operating reserves of ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

- (7) a delinquency report listing all Members who have been delinquent during the preceding three (3) month period in paying the assessments and who remain delinquent at the time of report, and describing the status of any action to collect such assessments which remain delinquent.

#### Article IV

##### Officers

Section 1. Officers. The officers of the Association shall be the President, a Vice-President, a Secretary, and a Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it shall deem appropriate, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors.

Section 2. Election Term of Office and Vacancies. The officers of the Association shall be elected annually from within and by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association shall be the President. The Treasurer shall have primary responsibility for the preparation of the budget, as provided for in the Declaration, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee, or a management agent.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice 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.

Section 6. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Checks. All checks shall be signed by at least two (2) officers or Directors or by such other person or persons as to be designated by the Board of Directors. The Board of Directors may authorize that checks for less than \$5,000.00 may only require the signature of one (1) officer or director.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting in such capacity.

**Article V**  
Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution creating same. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

**Article VI**  
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies among the provisions of Texas law, a Declaration of Covenants, Conditions and Restrictions applicable to a residential subdivision under the jurisdiction of the Association, the Certificate of Formation, these Bylaws, and/or any rules and regulations of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, the Bylaws, and the rules and regulations of the Association (in that order) shall prevail.

Section 4. Books and Records. Books and records of the Association shall be retained by the Association in accordance with the Association's Document Retention Policy. Each Member or Member's designated representative shall have a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Records Production and Copying Policy. Provided that, this provision shall not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Records Production and Copying Policy. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association; provided that, the Association shall not be obligated to bear the expense of providing more than one (1) copy of any document to a Director.

Section 5. Audit. An audit of the accounts of the Association shall be performed annually by a qualified, independent certified public accountant. Each annual audit shall be in accordance with generally accepted auditing standards to obtain reasonable assurance that the Association's financial statements are free of material misstatements, to assess accounting principles used, and to evaluate the overall financial statement presentation. A more comprehensive audit may be performed in any given year as deemed necessary or appropriate by the Board.

Section 6. Indemnification. The Association shall indemnify a director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding

to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 7. Amendment. So long as the Association has no Members, these Bylaws may be amended by a majority vote of the Board of Directors at a meeting duly called and held. When the Association has Members, these Bylaws may be amended only by the affirmative vote of a majority of the Members present, in person or by proxy, and voting at a meeting of the Members at which a quorum is present. Notice of a proposed Bylaws amendment must be included in the notice of meeting. However, the percentage of voting power necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

The undersigned, being all of the Directors of Fairfield Central Neighborhood Association, Inc., hereby approve the "Bylaws of Fairfield Central Neighborhood Association, Inc."

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

Date: January 10, 2013

Date: 1-10-13

Date: January 10, 2013

Date: January 10, 2013

Date: January 10, 2013

Jan Bertoli  
Jan Bertoli

Tami Ehler  
Tami Ehler

Edward A. Hofer  
Ed Hofer

Louis Jselin  
Louis Jselin

John White  
John White

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ER 041 - 37 - 1592

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Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 188.00

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



21  
Notice  
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FIRST SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the authorized representative of Fairfield Central Neighborhood Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Fairfield Central Neighborhood Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 15, 2013 under Clerk's File No. 20130072754, which Notice was filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association:
  - **Certificate of Adoption of Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield**
  - **Open Records Policy for Fairfield Central Neighborhood Association, Inc.**
  - **Records Retention Policy for Fairfield Central Neighborhood Association, Inc.**
  - **Payment Plan Policy for Fairfield Central Neighborhood Association, Inc.**

This First Supplemental Notice is being recorded in the Official Public Records of Real Property 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 First Supplemental Notice is true and correct and the documents attached to this First Supplemental Notice are the originals.

Executed on this 1st day of April, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

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100


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

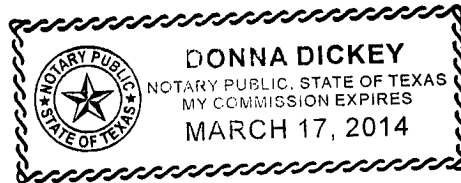
RP 006-50-1769


THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Fairfield Central Neighborhood 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 1<sup>st</sup> day of April, 2013, to certify which witness my hand and official seal.

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



Return to:   
Rick S. Butler  
BUTLER | HAILEY  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024  
235688

RP 006-50-1778

**CERTIFICATE OF ADOPTION OF  
GUIDELINES RELATING TO RAIN BARRELS AND RAIN HARVESTING SYSTEMS, SOLAR  
ENERGY DEVICES, STORM AND ENERGY EFFICIENT SHINGLES, FLAGS, AND  
RELIGIOUS ITEMS IN FAIRFIELD**

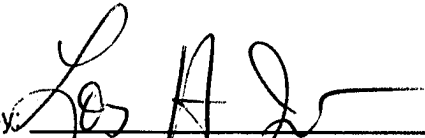
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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the duly elected, qualified and acting President of Fairfield Central Neighborhood Association, Inc. (the "Association"), does hereby certify that the following Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield were approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on March 19, 2013 at which a quorum was at all times present.

EXECUTED on the 19<sup>th</sup> day of March, 2013, to certify the adoption of the Guidelines at the meeting of the Board of Directors held on the date set forth above.

Fairfield Central Neighborhood Association, Inc.

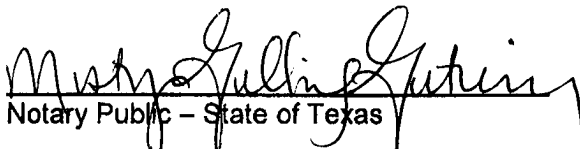
By:   
Louis Iselin, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Louis Iselin, President of Fairfield Central Neighborhood 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 19<sup>th</sup> day of March, 2013, to certify which witness my hand and official seal.



  
Notary Public - State of Texas

232317

MP 006-50-1771

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

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The following uniform Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items in Fairfield have been adopted by the Board of Directors of the property owners' association for each neighborhood within Fairfield, as follows:

- **Bradford Creek Neighborhood Association, Inc.**
- **Chappell Ridge Neighborhood Association, Inc.**
- **Fairfield Inwood Park Neighborhood Association, Inc.**
- **Fairfield Village South Neighborhood Association, Inc.**
- **Garden Grove Neighborhood Association, Inc.**
- **Lakes of Fairfield Neighborhood Association, Inc.**
- **Trails of Fairfield Neighborhood Association, Inc.**

The Guidelines have also been adopted by the Board of Directors of Fairfield Village Community Association, Inc. The Guidelines are based upon sections in Chapter 202 of the Texas Property Code.

**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 sections relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the sections relating to rain barrels and rain harvesting systems became effective on September 1, 2011.

3. The Board of Directors of the neighborhood association identified in the certificate attached to these Guidelines desires to certify the adoption of these 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. **ARC** - The Architectural Review Committee for the Association.
- 1.2. **Association** - The neighborhood association identified in the certificate attached to these Guidelines.
- 1.3. **Declaration** - The Declaration of Covenants, Conditions and Restrictions applicable to each subdivision under the jurisdiction of the Association.

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- 1.4. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within each subdivision, as more particularly defined in Section 202.001 of the Texas Property Code.
- 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 in Fairfield.
- 1.6. **Subdivision** - Each subdivision under the jurisdiction of the Association.

**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 the Subdivision:

- 2.1. **ARC 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 ARC 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 residential dwelling 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 residential dwelling 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 residential dwelling 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 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 ARC.

(v) **Downspout:** The downspout which provides water to the rain barrel must be the same color and material as the gutters on the residential dwelling. 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 ARC.

Provided that, the regulations set forth in part c of this Section 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 in that section. 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 the Subdivision:

- 3.1. **ARC Approval.** The installation of a solar energy device requires the prior written approval of the ARC. Provided that, the ARC may not withhold approval if these Guidelines are met or exceeded, unless the ARC 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 residential dwelling 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 residential dwelling or other permitted structure on a lot:

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- 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 ARC 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 ARC. 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:
  - (a) be wind and hail resistant;
  - (b) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
  - (c) provide solar generation capabilities; and
- b. when installed:
  - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
  - (b) are more durable than and are of equal or superior quality to the shingles described in (A), above; and
  - (c) match the aesthetics of the property surrounding the owner's property.

**4.1. ARC Approval.** In order to confirm the proposed shingles conform to the foregoing Guidelines, owners are encouraged to apply to the ARC 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 the Subdivision. 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 in that section.

The following Guidelines shall be applicable to the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

**5.1. ARC Approval.** Above-ground flagpole stands and/or footings and illumination under Section 5.6 must be approved by the ARC. Additionally, in order to confirm a proposed flagpole conforms to the following standards, owners are encouraged to apply to the ARC 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 residential dwelling or garage (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 residential dwelling or garage shall not exceed six (6) feet in length.
- d. A freestanding flagpole must be constructed of aluminum, fiberglass or steel and be harmonious with the residential dwelling on the lot on which it is located. A freestanding flagpole must be concreted into the ground. A flagpole attached to the residential dwelling or garage may be wood, aluminum, fiberglass or steel so long as it is harmonious with the residential dwelling 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. If the front elevation of the residential dwelling on a lot is behind, not adjacent to, the front building setback, the flagpole must be located in a landscape bed between the front of the residential dwelling and the front building setback.

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- g. If a flagpole is otherwise permitted by the provisions of these Guidelines in front of the residential dwelling or garage, the flagpole must be located on the interior side of the driveway on a lot, meaning the side of the driveway that is farthest from the side property line adjacent to the driveway.
- h. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- i. An owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- j. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- k. If the footing for a freestanding flagpole extends above the surface of the ground, the ARC may require the installation of landscaping to screen the footing from view.

**5.5. Flags.**

- a. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- b. 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 residential dwelling or garage shall be three (3) feet by five (5) feet.
- c. 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.
- d. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

**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.** A 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 in that section. 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 the Subdivision:

- 6.1. **ARC 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 ARC.
- 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 residential dwelling. 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 residential dwelling or change the color of an entry door or door frame that is not authorized by the ARC.
- 6.7. **Other.** Notwithstanding the above provisions, the ARC 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.

In the event any provision in these Guidelines conflicts or is inconsistent with a provision in previously adopted Architectural Guidelines for the Subdivision, the provision in these Guidelines shall control.

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**OPEN RECORDS POLICY  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

I, Louis Iselin, President of Fairfield Central Neighborhood 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 19<sup>th</sup> day of March, 2013, 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 (10<sup>th</sup>) business day after the date the

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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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) 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 Section 70.3 of the Texas Administrative Code, 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 of the Texas Administrative Code. Should the rates set forth in Section 70.3 of the Texas Administrative Code 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 of the Texas Administrative Code shall control.

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0006-50-1700

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 of the Texas Administrative Code

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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) 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.

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**11. Books and Records Not Required to be Produced.**

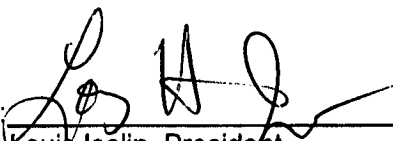
- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release 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 Harris County, Texas.

TO CERTIFY which witness my hand this the 19<sup>th</sup> day of March, 2013.

**FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

By:   
 Louis Iselin, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 19 day of March, 2013 personally appeared Louis Iselin, President of Fairfield Central Neighborhood 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.



*Misty Gulling Gutierrez*  
Notary Public in and for the State of Texas

Return to:  
Rick S. Butler  
Butler | Hailey  
8901 Gaylord, Suite 100  
Houston, Texas 77024  
232306

HP 886-50-1783

**RECORDS RETENTION POLICY**  
*for*  
**FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

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THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, Louis Iselin, President of Fairfield Central Neighborhood 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 19th day of March, 2013, 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.**

<b>Record Description</b>	<b>Record Retention Period</b>
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

RP 006-50-1704



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 thereto; Certificate of Merger; each Declaration of Covenants, Conditions and Restrictions and all amendments and supplements to each 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

RP 086-50-1706

s) Suit files	Seven (7) years after the date the suit is resolved
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**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.

Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

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 Harris County, Texas.

TO CERTIFY which witness my hand this the 19<sup>th</sup> day of March, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD  
ASSOCIATION, INC.

By: [Signature]  
Louis Iselin, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 19 day of March, 2013 personally appeared Louis Iselin, President of Fairfield Central Neighborhood 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  
232309



PAYMENT PLAN POLICY  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Louis Iselin, President of Fairfield Central Neighborhood 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 19th day of March, 2013, 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.

HP 0006-50-1707

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 (3<sup>rd</sup>) 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: \$25.00 for the preparation of a Payment Plan Agreement and \$5.00 per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the applicable Declaration.

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 Harris County, Texas.

PP 006-50-1700

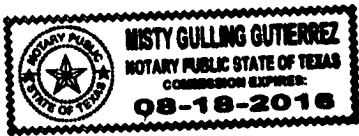
TO CERTIFY which witness my hand this the 19<sup>th</sup> day of March, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD  
ASSOCIATION, INC.

By: [Signature]  
Louis Iselin, President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this 19<sup>th</sup> day of March, 2013 personally appeared Louis Iselin, President of Fairfield Central Neighborhood 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

232312

**REGORDER'S MEMORANDUM:**  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

HF 086-50-1789

FILED

2013 APR -2 PM 3:05

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

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

APR -2 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

0621-05-988 AM

4  
notice  
A

SECOND SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the authorized representative of Fairfield Central Neighborhood Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the "Notice of Dedicatory Instruments for Fairfield Central Neighborhood Association, Inc." ("**Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on February 15, 2013 under Clerk's File No. 20130072754, and the "First Notice of Dedicatory Instruments for Fairfield Central Neighborhood Association, Inc." (the "**First Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on April 2, 2013 under Clerk's File No. 20130152443, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the First Supplemental Notice, the following document is a Dedicatory Instrument governing the Association:
  - **Notice of Termination of Reciprocal Swimming Pool Usage Agreement**

This Second Supplemental Notice is being recorded in the Official Public Records of Real Property 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 Second Supplemental Notice is true and correct and the document attached to this Second Supplemental Notice is the original.

Executed on this 24<sup>th</sup> day of October, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC. *[Signature]*


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

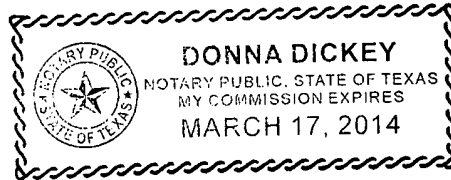
RP 009-29-2595

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Fairfield Central Neighborhood 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 24<sup>th</sup> day of October, 2013, to certify which witness my hand and official seal.

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



Return to: ✓✓  
Rick S. Butler  
BUTLER | HAILEY  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024  
246326

089-29-2596



**NOTICE OF TERMINATION OF  
RECIPROCAL SWIMMING POOL USAGE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This Notice of Termination of Reciprocal Swimming Pool Usage Agreement is executed by the parties identified below for the purpose of providing notice to all parties that the "Reciprocal Swimming Pool Usage Agreement", more specifically identified below, has been terminated.

**RECITALS:**

1. A "Reciprocal Swimming Pool Usage Agreement" ("**Agreement**") was made and entered into on the 23<sup>rd</sup> day of July, 2002 by and between the following parties:

- Bradford Creek Neighborhood Association, Inc.
- Chappel Ridge Neighborhood Association, Inc.
- Fairfield Inwood Park Neighborhood Association, Inc.
- Garden Grove Neighborhood Association, Inc.
- Lakes of Fairfield Neighborhood Association, Inc.
- Trails of Fairfield Neighborhood Association, Inc.

2. The Agreement provides that it shall be effective upon execution by all parties and continue in effect until the Board of Directors of not less than four (4) of the Neighborhood Associations agree to terminate the Agreement.

3. Each Neighborhood Association recorded a copy of the Agreement as a dedicatory instrument of that Neighborhood Association.

4. Subsequent to the effective date of the Agreement, Bradford Creek Neighborhood Association, Inc., Chappel Ridge Neighborhood Association, Inc., and Garden Grove Neighborhood Association, Inc. merged with and into Fairfield Central Neighborhood Association, Inc. under the name Fairfield Central Neighborhood Association, Inc.

5. On or about September 25, 2013, all parties to the Agreement agreed to terminate the Agreement.

**WITNESSETH:**

The parties hereby record this instrument for the purpose of providing notice to all parties that the Reciprocal Swimming Pool Usage Agreement is no longer in effect.

FAIRFIELD CENTRAL NEIGHBORHOOD  
ASSOCIATION, INC. (SUCCESSOR BY MERGER  
OF BRADFORD CREEK NEIGHBORHOOD  
ASSOCIATION, INC., CHAPPEL RIDGE  
NEIGHBORHOOD ASSOCIATION, INC., AND  
GARDEN GROVE NEIGHBORHOOD  
ASSOCIATION, INC.)

Date: October 9, 2013

By: Edward A. Hofer

Print Name: EDWARD A. HOFER

Its: SECRETARY/TREASURER

FAIRFIELD INWOOD PARK NEIGHBORHOOD  
ASSOCIATION, INC.

Date: October 10, 2013

By: Billy Sutton

Print Name: Billy Sutton

Its: PRESIDENT, INWOOD PARK ASSN.

LAKES OF FAIRFIELD NEIGHBORHOOD  
ASSOCIATION, INC.

Date: October 11, 2013

By: Jeanie Stahl

Print Name: Jeanie Stahl

Its: Director, Lakes of Fairfield N...

TRAILS OF FAIRFIELD NEIGHBORHOOD  
ASSOCIATION, INC.

Date: 10-10-13

By: Brian Roberts

Print Name: BRIAN ROBERTS

Its: PRESIDENT, TRAILS ASSN.

245339

8652-62-688-11

FILED

2013 OCT 25 PM 3: 08

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

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

OCT 25 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

HP 889-29-2599

POAMC

N

**PROPERTY OWNERS' ASSOCIATION  
MANAGEMENT CERTIFICATE  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the Managing Agent of Fairfield Central Neighborhood Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas ("**Association**"), submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously filed by the Association:

- (23)
- 1. **Name of Subdivisions:** The names of the subdivisions are Fairfield Village West, also known as Bradford Creek, Garden Grove, and Chappell Ridge. 4EE
- 2. **Name of Property Owners' Association:** The name of the Association is Fairfield Central Neighborhood Association, Inc.
- 3. **Recording Data for the Subdivisions:**
  - a. **The Bradford Creek Properties.**
    - i. Fairfield Village West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 435132 of the Map Records of Harris County, Texas; 1EE
    - ii. Fairfield Village West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440050 of the Map Records of Harris County, Texas; 1EE
    - iii. Fairfield Village West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440054 of the Map Records of Harris County, Texas; 1EE
    - iv. Fairfield Village West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487135 of the Map Records of Harris County, Texas; 1EE
    - v. Fairfield Village West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487139 of the Map Records of Harris County, Texas; 1EE
    - vi. Fairfield Village West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508066 of the Map Records of Harris County, Texas; 1EE

ER 051 - 32 - 1408

- vii. Fairfield Village West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508070 of the Map Records of Harris County, Texas; 1EE
  - viii. Fairfield Village West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 525040 of the Map Records of Harris County, Texas; 1EE
  - ix. Fairfield Village West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 529069 of the Map Records of Harris County, Texas; and 1EE
  - x. Fairfield Village West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 533245 of the Map Records of Harris County, Texas. 1EE
- b. The Garden Grove Properties.
- i. Fairfield Garden Grove, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 127, of the Map Records of Harris County, Texas; 1EE
  - ii. Fairfield Garden Grove, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 344, Page 85, of the Map Records of Harris County, Texas; 1EE
  - iii. Fairfield Garden Grove, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 350123 of the Map Records of Harris County, Texas; and 1EE
  - iv. Fairfield Garden Grove, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 354128 of the Map Records of Harris County, Texas. 1EE
- c. The Chappell Ridge Properties.
- i. Fairfield Chappell Ridge, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 129, of the Map Records of Harris County, Texas; 1EE
  - ii. Fairfield Chappell Ridge, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 343, Page 3, of the Map Records of Harris County, Texas; 1EE
  - iii. Fairfield Chappell Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof 1EE

recorded in Volume 345, Page 145, of the Map Records of Harris County, Texas; and

- iv. Fairfield Chappell Ridge, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 351024 of the Map Records of Harris County, Texas.

1EE

4. **Recording Data for the Declarations:**

a. **The Bradford Creek Properties.**

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (2) Annexation of Fairfield Village West, Section Four (4), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (3) Annexation of Fairfield Village West, Section Six (6), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (4) Annexation of Fairfield Village West, Section Seven (7), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (5) Annexation of Fairfield Village West, Section Ten (10), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (6) Annexation of Fairfield Village West, Section Eleven (11), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (7) Annexation of Fairfield Village West, Section Thirteen (13), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (8) Annexation of Fairfield Village West, Section Fourteen (14), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek; and
- (9) Annexation of Fairfield Village West, Section Fifteen (15), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek.

ii. Recording Information:

- (1) Harris County Clerk's File No. U371347;
- (2) Harris County Clerk's File No. U690097;
- (3) Harris County Clerk's File No. V362825;
- (4) Harris County Clerk's File No. V362826;
- (5) Harris County Clerk's File No. V764246;
- (6) Harris County Clerk's File No. W303040;
- (7) Harris County Clerk's File No. W868626;
- (8) Harris County Clerk's File No. W868627; and
- (9) Harris County Clerk's File No. W868628, respectively.

b. The Garden Grove Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Garden Grove, Section One (1);
- (2) Annexation to Declaration for Fairfield Garden Grove, Section Two (2);
- (3) Annexation to Declaration for Fairfield Garden Grove, Section Three (3); and
- (4) Correction Annexation to Declaration for Fairfield Garden Grove, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619438;
- (2) Harris County Clerk's File No. M469412;
- (3) Harris County Clerk's File No. N597179; and
- (4) Harris County Clerk's File No. P315453, respectively.

c. The Chappell Ridge Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Chappell Ridge, Section One (1);
- (2) Annexation to Declaration for Fairfield Chappell Ridge, Section Two (2);
- (3) Annexation to Declaration for Fairfield Chappell Ridge, Section Three (3); and
- (4) Annexation to Declaration for Fairfield Chappell Ridge, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619439;
- (2) Harris County Clerk's File No. H127857;
- (3) Harris County Clerk's File No. M797539; and
- (4) Harris County Clerk's File No. N597180, respectively.

5. **Name and Mailing Address of the Association:** The name and mailing address of the Association is Fairfield Central Neighborhood Association, Inc., c/o FirstService Residential, 5295 Hollister, Houston, Texas 77040.

6. **Name and Mailing Address of Person Managing the Association or Its Designated Representative:** The name and mailing address of the designated representative of the Association is FirstService Residential, 5295 Hollister, Houston, Texas 77040.

1EE

7. **Telephone Number to Contact the Association:** The telephone number to contact Fairfield Central Neighborhood Association, Inc. is 713-932-1122.

EXECUTED on this 11 day of Nov, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

20R

By: FirstService Residential  
Managing Agent

By: [Signature]  
Alycia Long

*This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision or to report all information pertinent to the subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.*

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned notary public, on this day personally appeared Alycia Long, the authorized representative of Managing Agent, FirstService Residential, of Fairfield Central Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 11<sup>th</sup> day of Nov., 2013, to certify which witness my hand and official seal.



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

Return to:  
Rick S. Butler  
Butler | Hailey  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024-3042

247125

ER 051 - 32 - 1412



ER 051 - 32 - 1413

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11/12/2013 12:03:18 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 32.00

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

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Notice  
I

20130591957  
11/22/2013 RP2 \$36.00

THIRD SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the authorized representative of Fairfield Central Neighborhood Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the "Notice of Dedicatory Instruments for Fairfield Central Neighborhood Association, Inc." ("**Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on February 15, 2013 under Clerk's File No. 20130072754, the "First Supplemental Notice of Dedicatory Instruments for Fairfield Central Neighborhood Association, Inc." (the "**First Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on April 2, 2013 under Clerk's File No. 20130152443, and the "Second Supplemental Notice of Dedicatory Instruments for Fairfield Central Neighborhood Association, Inc." (the "**Second Supplemental Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on October 25, 2013 under Clerk's File No. 20130547040, which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

- **Agreement (Relating to the Reciprocal Use of Water Amenities in Fairfield)**

This Third Supplemental Notice is being recorded in the Official Public Records of Real Property 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 Third Supplemental Notice is true and correct and the document attached to this Third Supplemental Notice is the original.

Executed on this 22<sup>ND</sup> day of November, 2013.

FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

lor  
lee

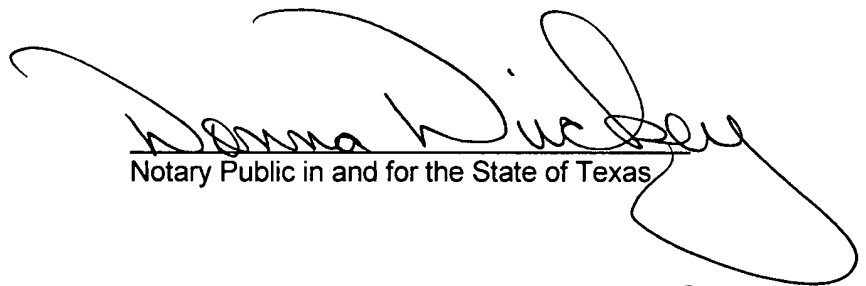
By: Rick S. Butler  
Rick S. Butler, authorized representative

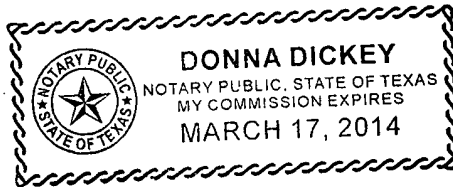
20130591957

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Fairfield Central Neighborhood 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 22<sup>nd</sup> day of November, 2013, to certify which witness my hand and official seal.

  
Notary Public in and for the State of Texas



Return to: ✓  
Rick S. Butler  
BUTLER | HAILEY  
8901 Gaylord Drive, Suite 100  
Houston, Texas 77024  
248048

111 088 030 2394

**AGREEMENT**  
**(Relating to the Reciprocal Use of Water Amenities in Fairfield)**

THIS AGREEMENT is made and entered into by and between Fairfield Village Community Association, Inc. (the "**Village**"), Fairfield Central Neighborhood Association, Inc. ("**Central**"), Fairfield Inwood Park Neighborhood Association, Inc. ("**Inwood Park**"), Lakes of Fairfield Neighborhood Association, Inc. ("**Lakes**"), Trails of Fairfield Neighborhood Association, Inc. ("**Trails**"), and Fairfield Village South Neighborhood Association, Inc. ("**South**"), to be effective as provided below.

**RECITALS:**

1. With the exception of the Village, each of the parties to this Agreement (collectively referred to herein as "**Neighborhood Associations**" and sometimes individually referred to herein as a "**Neighborhood Association**") is a property owners' association having jurisdiction over properties that are a part of and are within that certain residential subdivision in Harris County, Texas commonly known as "**Fairfield**". The Village is a property owners' association having jurisdiction over all of the properties comprising Fairfield, including the properties under the jurisdiction of the Neighborhood Associations.

2. Each of the parties to this Agreement desires to enter into an agreement to enable the owners and occupants of residential lots under the jurisdiction of such party to use swimming pools and splash pads owned and operated by the other parties to this Agreement, on a reciprocal basis.

3. The parties also desire to address the maintenance and repair of the swimming pools and splash pads covered by this Agreement, as well as lifeguard and janitorial services to be provided at each swimming pool.

**WITNESSETH:**

For and in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. **Use of Swimming Pools and Splash Pads.** The owner or occupant of a residential lot under the jurisdiction of a particular Neighborhood Association shall have the right to use any swimming pool, splash pad and related amenities owned by any other Neighborhood Association. As used herein, "**related amenities**" includes the restrooms at a swimming pool or splash pad but excludes the clubhouse, if any. In addition, the owner or occupant of a residential lot within Fairfield Village North, Sections Eight (8) and Thirteen (13) (subdivisions under the jurisdiction of the Village, but not under the jurisdiction of any of the Neighborhood Associations) (the "**Patio Homes**") shall have the right to use any swimming pool, splash pad and related amenities owned by any of the Neighborhood Associations.

2. **Assessments.** All assessments and related charges levied by a Neighborhood Association against a lot under the jurisdiction of that Neighborhood Association, as well as any assessments and related charges levied against the lot by the Village, must be paid; if not paid, the right of the owner or occupant of the lot to use a swimming pool, splash pad and related amenities of a Neighborhood Association and the Village are subject to being suspended upon proper notice as provided by law. Likewise, all assessments and related charges levied by the Village against a lot in the Patio Homes must be paid; if not paid, the right of the owner or occupant of the lot in the Patio Homes to use the swimming pool, splash pad and related

amenities of a Neighborhood Association and the Village are subject to being suspended upon proper notice as provided by law.

3. **Lifeguard and Janitorial Services.** Some of the swimming pools covered by this Agreement may be "swim at your own risk" pools, meaning there is no lifeguard on duty during the periods in which such a swimming pool is available for use. With the exception of any "swim at your own risk" swimming pool, the Village shall engage a contractor to provide lifeguard services for the swimming pools it owns and for the swimming pools owned by each of the Neighborhood Associations. The Village shall also engage a contractor to provide janitorial services for the bathrooms and other facilities at its swimming pools and the swimming pools and splash pads (if any) owned by each of the Neighborhood Associations. The cost of such services shall be borne by the Village. Each contractor engaged by the Village to provide lifeguard or janitorial services shall be required to maintain liability and workers' compensation insurance at all times during which the agreement between the Village and such contractor is in effect. Any dispute or controversy relating to the lifeguard or janitorial services provided at a swimming pool or splash pad owned by any of the Neighborhood Associations shall be addressed by the Village, as the party having the contractual relationship with the contractor. In addition, the Village shall make all decisions regarding the engagement or termination of a contractor and the terms and conditions of the agreement between the parties. The Village shall have final approval over the swimming pool and splash pad operating schedule.

4. **Maintenance and Repair.** Each party to this Agreement shall be responsible for the maintenance and repair of the swimming pool(s), splash pad(s), and related amenities it owns at its sole cost and expense. Each party is obligated to maintain its swimming pool(s), splash pad(s) and related facilities in a good and functioning condition.

5. **Patio Homes.** Since there is no swimming pool or splash pad within the Patio Homes, the Village agrees to pay to the Neighborhood Associations an annual sum to help defray costs associated with the maintenance and repair of the swimming pools and splash pads owned by the Neighborhood Associations. The annual sum shall be equal to the product of the number of lots within the Patio Homes times \$25.00; provided that, the amount per lot may be adjusted by the Village as deemed necessary and appropriate based upon increases in maintenance and repair costs. The annual sum shall be paid to the Neighborhood Associations on the first day of May of each year and shall be apportioned among the Neighborhood Associations as follows:

Central:	1/3 of the total amount
South:	1/3 of the total amount
Inwood:	1/6 of the total amount
Lakes and Trails:	1/6 of the total amount

The annual sum paid by the Village to the Neighborhood Associations shall be paid out of funds assessed by the Village against the lots within the Patio Homes for that purpose.

6. **Additional Patio Homes.** If additional land is developed and subjected to the provisions of the "Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section Eight (8), and Fairfield Village North, Section Thirteen (13)", the lots within such additional land shall be included in this Agreement as Patio Homes, thereby entitling the owners or occupants of such lots to use all of the swimming pools and splash pads owned by the Neighborhood Associations and increasing the annual sum payable by the Village to the Neighborhood Associations on the basis of the number of additional lots. If additional land is developed and subjected to a separate declaration of covenants, conditions and restrictions, but under the same concept as Fairfield Village North,

Sections Eight (8) through Thirteen (13), (i.e., under the jurisdiction of the Village but not under the jurisdiction of a Neighborhood Association), the lots within such additional land shall be included in this Agreement as Patio Homes, thereby entitling the owners or occupants or such lots to use all of the swimming pools and splash pads owned by the Neighborhood Associations and increasing the annual sum payable by the Village to the Neighborhood Associations on the basis of the number of additional lots.

7. **Termination.** This Agreement shall become effective upon execution by all parties and shall continue in effect until terminated in accordance with the provisions of this paragraph. This Agreement may be terminated upon the written agreement of any one of the following combinations of parties:

- a. Central and South;
- b. Central and Inwood Park, Lakes, and Trails; or
- c. South and Inwood Park, Lakes, and Trails.

A decision by any party to terminate this Agreement must be based upon a vote of not less than a majority of the Board of Directors of that party at a meeting duly called for that purpose. Provided that, notwithstanding the agreement of parties to terminate, the Agreement shall remain in effect until the terms of the contracts between the Village and the lifeguard services contractor and the janitorial services contractor have expired or, if the Village may sooner terminate such contracts, until the effective date of termination, whichever date is earlier. If parties agree to terminate this Agreement and the Village has the authority to terminate the contracts with the lifeguard services contractor and the janitorial services contractor prior to the expiration of the terms, the Village shall have the obligation to promptly terminate the contracts with the lifeguard services contractor and the janitorial services contractor.

8. **Modification.** No modification of this Agreement shall be effective except by an instrument in writing signed by all parties.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

Executed on the date(s) set forth below, to be effective upon execution by all parties.

FAIRFIELD VILLAGE COMMUNITY  
ASSOCIATION, INC.

Date: Nov. 6, 2013

By: Brian Roberts  
Print Name: BRIAN ROBERTS  
Its: HOA PRESIDENT

FAIRFIELD CENTRAL NEIGHBORHOOD  
ASSOCIATION, INC.

Date: Oct. 29, 2013

By: Louis H. Iselin  
Print Name: Louis H. Iselin  
Its: President

BBB-69-688-11

FAIRFIELD INWOOD PARK NEIGHBORHOOD ASSOCIATION, INC.

Date: 11/6/13

By: Billy Sutton  
Print Name: BILLY SUTTON  
Its: NEIGHBORHOOD PRESIDENT

LAKES OF FAIRFIELD NEIGHBORHOOD ASSOCIATION, INC.

Date: 11-11-13

By: Jeanie Stahl  
Print Name: Jeanie Stahl  
Its: Director

TRAILS OF FAIRFIELD NEIGHBORHOOD ASSOCIATION, INC.

Date: 10-29-13

By: Brian Roberts  
Print Name: BRIAN ROBERTS  
Its: NEIGHBORHOOD PRESIDENT

FAIRFIELD VILLAGE SOUTH NEIGHBORHOOD ASSOCIATION, INC.

Date: 10/30/13

By: [Signature]  
Print Name: PA FITZPATRICK  
Its: PRESIDENT

246439

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED

2013 NOV 22 PM 2: 54

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

NOV 22 2013



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

6662-69-688 RP



POAMC  
C

**PROPERTY OWNERS' ASSOCIATION  
MANAGEMENT CERTIFICATE  
FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the Managing Agent of Fairfield Village Community Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas ("**Association**"), submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously filed by the Association:

(65)

1. Name of Subdivision: The name of the subdivision is commonly known as Fairfield, which includes various commercial tracts and residential subdivisions, as identified below. 1EE

2. Name of Property Owners' Association: The name of the Association is Fairfield Village Community Association, Inc.

3. Recording Data for the Subdivision:

a. **Trails of Fairfield**

1. Trails of Fairfield, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 397115 of the Map Records of Harris County, Texas; 1EE

2. Trails of Fairfield, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 403071 of the Map Records of Harris County, Texas; 1EE

3. Trails of Fairfield, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 405143 of the Map Records of Harris County, Texas; 1EE

4. Trails of Fairfield, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 413008 of the Map Records of Harris County, Texas; 1EE

5. Trails of Fairfield, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 415128 of the Map Records of Harris County, Texas; 1EE

6. Trails of Fairfield, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 435136 of the Map Records of Harris County, Texas; 1EE

ER 052 - 31 - 0738

ER 052 - 31 - 0739

- 7. Trails of Fairfield, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 437134 of the Map Records of Harris County, Texas; 1EE
  
- b. Chappell Ridge** 1EE
  - 1. Fairfield Chappell Ridge, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Volume 339, Page 129, of the Map Records of Harris County, Texas; 1EE
  - 2. Fairfield Chappell Ridge, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Volume 343, Page 3, of the Map Records of Harris County, Texas; 1EE
  - 3. Fairfield Chappell Ridge, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 345, Page 145, of the Map Records of Harris County, Texas; 1EE
  - 4. Fairfield Chappell Ridge, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 351024 of the Map Records of Harris County, Texas; 1EE
  
- c. Lakes of Fairfield** 1EE
  - 1. Lakes of Fairfield, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 386110 of the Map Records of Harris County, Texas; 1EE
  - 2. Lakes of Fairfield, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 401005 of the Map Records of Harris County, Texas; 1EE
  - 3. Lakes of Fairfield, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 412059 of the Map Records of Harris County, Texas; 1EE
  - 4. Trails of Fairfield, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 413008 of the Map Records of Harris County, Texas; 1EE
  - 5. Trails of Fairfield, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 435136 of the Map Records of Harris County, Texas; and 1EE
  - 6. Trails of Fairfield, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 437134 of the Map Records of Harris County, Texas. 1EE
  
- d. Garden Grove** 1EE
  - 1. Fairfield Garden Grove, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 339, Page 127, of the Map Records of Harris County, Texas; 1EE

ER 052 - 31 - 0740

- 2. Fairfield Garden Grove, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 344, Page 85, of the Map Records of Harris County, Texas; 1EE
- 3. Fairfield Garden Grove, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 350123 of the Map Records of Harris County, Texas; and 1EE
- 4. Fairfield Garden Grove, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 354128 of the Map Records of Harris County, Texas. 1EE
- e. Fairfield Village West (also called Bradford Creek) 1EE**
  - 1. Fairfield Village West, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 435132 of the Map Records of Harris County, Texas; 1EE
  - 2. Fairfield Village West, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 440050 of the Map Records of Harris County, Texas; 1EE
  - 3. Fairfield Village West, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 440054 of the Map Records of Harris County, Texas; 1EE
  - 4. Fairfield Village West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 487135 of the Map Records of Harris County, Texas; 1EE
  - 5. Fairfield Village West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 487139 of the Map Records of Harris County, Texas 1EE
  - 6. Fairfield Village West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 508066 of the Map Records of Harris County, Texas; 1EE
  - 7. Fairfield Village West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 508070 of the Map Records of Harris County, Texas; 1EE
  - 8. Fairfield Village West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 525040 of the Map Records of Harris County, Texas; 1EE
  - 9. Fairfield Village West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 529069 of the Map Records of Harris County, Texas; 1EE
  - 10. Fairfield Village West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 533245 of the Map Records of Harris County, Texas. 1EE

- |   |     |
|---|-----|
| <b>f. Fairfield Inwood Park</b>   | 1EE |
| 1. Fairfield Inwood Park, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 339, Page 125, of the Map Records of Harris County, Texas;     | 1EE |
| 2. Fairfield Inwood Park, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 339, Page 126, of the Map Records of Harris County, Texas;     | 1EE |
| 3. Fairfield Inwood Park, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 345, Page 146, of the Map Records of Harris County, Texas;   | 1EE |
| 4. Fairfield Inwood Park, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 483, Page 117, of the Map Records of Harris County, Texas;    | 1EE |
| 5. Fairfield Inwood Park, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 359081 of the Map Records of Harris County, Texas;  | 1EE |
| 6. Fairfield Inwood Park, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 355084 of the Map Records of Harris County, Texas;   | 1EE |
| 7. Fairfield Inwood Park, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 356077 of the Map Records of Harris County, Texas; | 1EE |
| 8. Fairfield Inwood Park, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 357076 of the Map Records of Harris County, Texas; | 1EE |
| <b>g. Fairfield Village North</b>   | 1EE |
| 1. Fairfield Village North, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 572125 of the Map Records of Harris County, Texas;   | 1EE |
| 2. Fairfield Village North, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 573074 of the Map Records of Harris County, Texas;   | 1EE |
| 3. Fairfield Village North, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 584257 of the Map Records of Harris County, Texas; | 1EE |
| 4. Fairfield Village North, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 584261 of the Map Records of Harris County, Texas;  | 1EE |
| 5. Fairfield Village North, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 592014 of the Map Records of Harris County, Texas;  | 1EE |

ER 052 - 31 - 0742

6. Fairfield Village North, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 593029 of the Map Records of Harris County, Texas; and 1EE
  7. Fairfield Village North, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 599186 of the Map Records of Harris County, Texas; and 1EE
  8. Fairfield Village North, Section Nine (9), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 603024 of the Map Records of Harris County, Texas. 1EE
- h. Fairfield Village South** 1EE
1. Fairfield Village South, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 552147 of the Map Records of Harris County, Texas; 1EE
  2. Fairfield Village South, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 566140 of the Map Records of Harris County, Texas; 1EE
  3. Fairfield Village South, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 566144 of the Map Records of Harris County, Texas; 1EE
  4. Fairfield Village South, Section Five (5), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 572006 of the Map Records of Harris County, Texas; 1EE
  5. Fairfield Village South, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 587049 of the Map Records of Harris County, Texas; 1EE
  6. Fairfield Village South, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 590168 of the Map Records of Harris County, Texas; 1EE
  7. Fairfield Village South, Section Eight (8), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 595282 of the Map Records of Harris County, Texas; 1EE
  8. Fairfield Village South, Section Nine (9), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 600036 of the Map Records of Harris County, Texas; 1EE
  9. Fairfield Village South, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 600038 of the Map Records of Harris County, Texas; and 1EE
  10. Fairfield Village South, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 600040 of the Map Records of Harris County, Texas. 1EE

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**i. Commercial properties**

D+

1. 12.79 acres of land out of Restricted Reserve "C", Block 3, Houston Premium Outlets Replat No. 1, recorded under Film Code No. 632030 of the Map Records of Harris County, Texas;
2. 7.341 acres of land, being a portion of the 10.333 acre tract described in the deed from Exxon Land Development, Inc. to Fairfield Cypresswood Investors II, Ltd., recorded under Clerk's File No. 20060265712 of the Official Public Records of Real Property of Harris County, Texas;
3. 15.34 acres of land in the J.W. Baker Survey, Abstract 116, and the J.W. Moody Survey, Abstract 547, and being out of Restricted Reserve "C", Block 3, Houston Premium Outlets Replat No. 1, recorded under Film Code No. 632030 of the Map Records of Harris County, Texas;
4. 2.317 acres of land in the J.W. Baker Survey, Abstract No. 116, and being a portion of Restricted Reserve "A", Houston Premium Outlets Replat No. 1, recorded under Film Code No. 632036 of the Map Records of Harris County, Texas; and
5. Restricted Reserve "A", Fairfield Church Site Number Two, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 343, Page 23, of the of Map Records of Harris County, Texas.

**4. Recording Data for the Declaration:**

- a. Documents:
  - i. Fairfield Declaration of Covenants, Conditions and Restrictions;
  - ii. Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section Eight (8) and Fairfield Village North, Section Thirteen (13);
  - iii. Annexation to Declaration for Fairfield;
  - iv. Declaration of Annexation; and
  - v. Annexation to Declaration.
- b. Recording Information:
  - i. Harris County Clerk's File No. L619441;
  - ii. Harris County Clerk's File No. 20080557450;
  - iii. Harris County Clerk's File No. S907514;
  - iv. Harris County Clerk's File No. L623708; and
  - v. Harris County Clerk's File No. M146460, respectively.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Fairfield Village Community Association, Inc. c/o FirstService Residential is 5295 Hollister, Houston, Texas 77040.

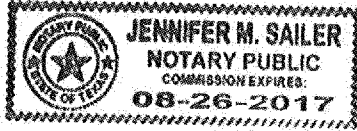
6. Name and Mailing Address of Person Managing the Association or its Designated Representative: The name and mailing address of the designated representative of the Association is FirstService Residential, 5295 Hollister, Houston, Texas 77040.

7. Telephone Number to Contact the Association: The telephone number to contact Fairfield Village Community Association, Inc. is 713-932-1122.

EXECUTED on this 9 day of December, 2013.

FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

10R



By: FirstService Residential  
Managing Agent

By: [Signature]  
Alycia Long

*This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision, or to report all information pertinent to the subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.*

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

BEFORE ME, the undersigned notary public, on this 9 day of December 2013 personally appeared Alycia Long, the duly authorized representative of FirstService Residential, the Managing Agent of Fairfield Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 Drive, Suite 100  
Houston, Texas 77024-3042  
247114

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ER 052 - 31 - 0745

20130623788  
# Pages 8  
12/16/2013 10:53:37 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 40.00

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



AFFT  
M

**CERTIFICATION**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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

- (1) I am an Agent for Fairfield Village Community Association, Inc. a Texas non-profit corporation;
- (2) An Instrument titled: "Fairfield Athletic Club General Club Rules" is attached hereto;
- (3) The property affected by the said Instrument is the Fairfield subdivision, as more particularly described in the instrument recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. 20130623788;
- (4) The attached Instrument is a true and correct copy of the original;

10R  
NOEE

IN WITNESS WHEREOF, I have subscribed my name on this 17<sup>th</sup> day of February 2016.

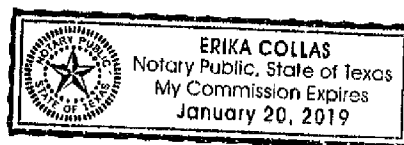
By: *[Signature]*  
Luke P. Tollett, Agent for Fairfield Village Community Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Agent for Fairfield Village Community Association, Inc., and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 17<sup>th</sup> day of February, 2016.  
*[Signature]*  
Notary Public, State of Texas

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



RP-2016-66328

## Fairfield Athletic Club General Club Rules

1. These rules are intended as a guide for membership to help insure that a maximum utilization of the tennis courts, pools, weight room, basketball gym and other amenities will be achieved and that the system will be fair and equitable to all members. Members are expected to be considerate of other members and not exploit the system at the expense of the members.

2. Regular club hours are:

Monday	5:00am – 10:00pm
Tuesday	5:00am – 10:00pm
Wednesday	5:00am – 10:00pm
Thursday	5:00am – 10:00pm
Friday	5:00am – 8:00pm
Saturday	7:00am – 8:00pm
Sunday	1:00pm – 8:00pm

#### Holiday Hours:

New Year's Eve	8:00am – 1:00pm
Memorial Day	8:00am – 1:00pm
July 4 <sup>th</sup>	8:00am – 1:00pm
Labor Day	8:00am – 1:00pm

#### All Day Closings:

Easter Sunday  
Thanksgiving Day and Day After  
December 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>  
New Years Day

3. All residents are required to complete a membership application and show proof of residency to receive membership cards. Proof of residency consists of a valid driver's license with your current Fairfield address, Settlement Statement (HUD-1) document and/or Closing Disclosure from title company. Residents of Fairfield Ranch Apartments must show their lease agreement. All residents must be in good standing with the Fairfield Village Community Association, Inc. (i.e. all assessments paid in full).
4. If a home is leased, only the family leasing and occupying the property are eligible to receive membership cards. The lease documents must be presented to receive membership cards.
5. Membership cards will be issued only to the immediate members of a single family unit which is deemed to include only the husband and/or wife and children.
6. All residents ages 10 and older must have their own membership card. All children under the age of 10 MUST be supervised by an adult at all times. Fairfield Athletic Club does not provide childcare for its members. Therefore, members are not permitted to bring children and leave them unattended while using the facility.
7. Membership cards are needed to access the weight room, basketball gym, tennis courts, pools, splash pads and dog park. Please note that members age 18 and older must sign an additional waiver to gain access to the Swim at Your Own Risk (SAYOR) pools. All members ages 10 and older may get member cards. Everyone must have their own card.

8. Fairfield Ranch residents may access the weight room, basketball gym, tennis courts and the Fairfield Athletic Club pool only.
9. The first two electronic membership cards per family are issued free. Each additional membership card will be a \$5.00 fee. There is a \$25.00 fee to replace lost cards.
10. Members ages 10 and 11 may access the basketball gym and guarded pools only. You must have your card to use the gym.
11. Members ages 12 to 14 may access the weight room with a parent. Both parent and child must scan their card. Minors must complete a weight room orientation class directed by a Fairfield Athletic Club personal trainer prior to using the weight room. No card, no entry.
12. Members age 15 may access the weight room without a parent. If you lose or misplace your card, you may access the gym twice a month with your picture ID. On the third attempt, a replacement card must be purchased at a cost of \$25.00.
13. Fairfield Athletic Club is NOT responsible for lost or stolen cards and/or personal items.
14. Members are not permitted to bring their own personal trainers as a guest for the purpose of being trained. Members are not permitted to train other members for a fee. Fairfield Athletic Club offers personal fitness trainers for an additional fee.
15. If you lose or misplace your card, you may access the weight room twice a month using your Texas Driver's License. On the third attempt, you must purchase a replacement card at the cost of \$25.00.
16. Members may not use another Fairfield resident's membership card for entry. Any member caught using another member's card will be suspended from the club for a period of one week. A second violation will result in the suspension of membership.
17. Unauthorized use of the facility or providing access to the facility to a non-resident/suspended member will result in a suspension of one week. A second violation will result in the suspension of membership.
18. Shirt and shoes are required to enter the club and must be worn at all times while in the club. Proper workout attire and tennis shoes must be worn when using the basketball or weight room. No jeans or cargo pants.
19. This is a non-smoking facility. Smoking is permitted outside 50 feet from the building.
20. Pets are not allowed anywhere on the FAC ground.
21. The Director and staff will supervise and enforce use of the club. Members are prohibited from reprimanding or abusing any employees or other members of the center. Any actions or language deemed abusive by Club Staff will be grounds for immediate suspension from the facility.
22. Rough play, foul language (which includes profanity, obscene words or pictures on clothing), vandalism, disrespect to staff or members will not be tolerated in the club. Anyone caught violating these rules will be asked to leave the facility. Facility includes the building and any portion of the FAC grounds. A second violation will result in the suspension from the club for one week. Fighting in the Fairfield Athletic Club or on the FAC grounds can result in a suspension up to 2 weeks. If the police have to be called for a violation the member or members will receive a 30 day suspension from the club.
23. Members may bring a guest. Both member and guest must sign a Waiver of Liability and pay a \$5.00 guest fee per visit. The member signing the waiver must be at least 18 years of age. Members must

accompany their guest at all times and will be accountable for the conduct of their guest and all damages to the facility or equipment that results from inappropriate actions of their guest.

24. Adult members wishing to bring a guest under the age of 18 years of age may do so if the minor guests' parent signs a permission slip which can be picked up at the front desk. The member must accompany their guest at all times and will be responsible for the conduct of the guest and all damages to the facility or equipment that results from inappropriate actions of the guest.
25. Gym bags, backpacks, etc. are not permitted in the weight room and/or basketball gym. Members may leave their driver's license with the front desk to check out a locker key.
26. NO WATER, FOOD, GUM or DRINKS are allowed in the basketball gym. Only bottled water, without additives, is allowed in the weight room.
27. NO DUNKING or HANGING on the basketball rims or basketball nets. The first time the person will be asked to leave the club for the remainder of the day. The second time the person will be suspended from the club for a week.
28. Residents may use only basketballs and volleyballs in the basketball gym. All other balls are prohibited.
29. Kicking basketballs inside the basketball court will be regarded as horseplay and will not be tolerated.
30. All basketball goals must stay at the regulated height of 10' unless a parent signs out the crank to lower the goal. To receive the crank, you must present your membership card. The goal must be raised back to the 10' height when done.
31. For safety and well being of other members, please keep the center and surrounding areas clean and free of debris such as glass bottles. Please use trash receptacles.
32. All bicycles are to be parked in the bike rack and it is recommended that they be secured. Fairfield Athletic Club is NOT responsible for lost or stolen items.
33. Vehicles parked in the areas marked no parking will be towed at the owner's expense.
34. Pursuant to Section 30.06, Penal Code (Trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this property with a concealed handguns.
35. Pursuant to Section 30.07, Penal Code (Trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this property with a handgun that is carried openly
36. All club rules and regulations will be updated and revised, if necessary, at the discretion of the management. Any changes or additions to these rules will be posted on the website at [fairfieldathleticclub.com](http://fairfieldathleticclub.com). The management encourages members to help initiate safe and fair policies for the club.

If you should have any questions or concerns, please feel free to contact the Director at 281-373-0834.

RP-2016-66328

I hereby acknowledge that I have read and understand the Fairfield Athletic Club Rules and Regulations. Fairfield Athletic Club reserves the right to suspend membership if any of the information provided is false or materially inaccurate. Residents 10 years of age and older must sign below.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

RP-2016-66328

## CODE OF CONDUCT

Members are at all times required to conduct themselves in an appropriate manner. Fairfield Athletic Club will not tolerate loud, abusive, offensive, insulting, demeaning, lewd or profane speech or conduct toward other members or employees of Fairfield Athletic Club.

Further, Fairfield Athletic Club will not tolerate conduct or action directed toward another member or an employee of Fairfield Athletic Club that is threatening, provocative, or harassing, including sexual orientated behavior.

A violation of this rule may result in the temporary suspension or the permanent termination of the member's right to use the facilities.

I hereby acknowledge that I have read and understand the Fairfield Athletic Club Code of Conduct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

RP-2016-66328

**FAIRFIELD ATHLETIC CLUB  
MEMBERSHIP APPLICATION**

Owner/Renter of Record (Full) \_\_\_\_\_ Spouse \_\_\_\_\_

Date card issued \_\_\_\_/\_\_\_\_/\_\_\_\_ Card # \_\_\_\_\_ Date card issued \_\_\_\_/\_\_\_\_/\_\_\_\_ Card # \_\_\_\_\_

Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_ (Fairfield Ranch residents only) Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_ (Fairfield Ranch residents only)

R&R/Code of Conduct signed \_\_\_\_/\_\_\_\_/\_\_\_\_ R&R/Code of Conduct signed \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Address \_\_\_\_\_ Apt. # \_\_\_\_\_ City/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Date of Birth \_\_\_\_\_ Spouse's Date of Birth \_\_\_\_\_

**Children living in the Household:**

Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Date card issued \_\_\_\_/\_\_\_\_/\_\_\_\_ Card # \_\_\_\_\_ R&R/Code of Conduct Signed \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Date card issued \_\_\_\_/\_\_\_\_/\_\_\_\_ Card # \_\_\_\_\_ R&R/Code of Conduct Signed \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Date card issued \_\_\_\_/\_\_\_\_/\_\_\_\_ Card # \_\_\_\_\_ R&R/Code of Conduct Signed \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Date card issued \_\_\_\_/\_\_\_\_/\_\_\_\_ Card # \_\_\_\_\_ R&R/Code of Conduct Signed \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Date card issued \_\_\_\_/\_\_\_\_/\_\_\_\_ Card # \_\_\_\_\_ R&R/Code of Conduct Signed \_\_\_\_/\_\_\_\_/\_\_\_\_

In Case of Emergency Notify \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Does anyone in your household have any special health problems of which we should be aware? If so, please describe \_\_\_\_\_

If you are renting, please list the name and phone number from whom you are renting from \_\_\_\_\_

\_\_\_\_\_

**For Office Use Only**

Residency verified (list method of verification and initial) \_\_\_\_\_

Member in good standing (First Service Residential verification that assessment current) \_\_\_\_\_

RP-2016-66328

FAIRFIELD ATHLETIC CLUB  
MEMBER HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, am a member of Fairfield Village Community Association, Inc. ("the Association") and, therefore, entitled to use various recreational facilities. I acknowledge that Fairfield Fitness Center, Inc. manages the recreational facilities for the Association. I also acknowledge that agents and employees of Fairfield Fitness Center, Inc. provide instructions regarding the use of equipment available at the facilities, but such agents and employees are not trained to evaluate whether I am, or members of my family or my guest are, suitably fit to use any such equipment or to determine what level of physical exertion may be appropriate for me, members of my family or my guests. I am not relying upon Fairfield Fitness Center, Inc. or any of its agents or employees for any purpose with regard to whether I am, or any members of my family or my guests are, in appropriate physical condition to use any equipment at the facilities or to engage in any type of exercise at the facilities. I agree, for myself, members of my family and my guests, to hold Fairfield Village Community Association, Inc. and Fairfield Fitness Center, Inc. their respective officers, directors, agents and employees, harmless from and against any and all claims for injuries to myself and members of my family, any of my guests, and/or any guests of any member of my family, resulting from my/their use of the recreational facilities of the Association, specifically including, without limitation, the use of the diving boards at the swimming pool. I hereby affirm that I have read and fully understand this Hold Harmless Agreement.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

For Office Use Only

Waiver signature verified (initial once signed) \_\_\_\_\_

RP-2016-66328



RP-2016-66328  
# Pages 9  
02/18/2016 10:47 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$44.00

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

RP-2016-66328

FOURTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

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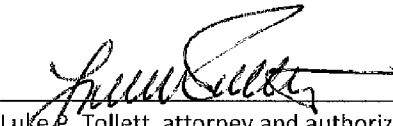
STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS   §

The undersigned, being the authorized representative of Fairfield Village Community Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Fairfield Village Community Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 5, 2001 under Clerk's File No. U817086, the "First Supplemental Notice of Dedicatory Instruments for Fairfield Village Community Association, Inc." (the "First Supplemental Notice") recorded in the Official Public Records of Harris County, Texas on July 3, 2007 under Clerk's File No. 20070406896, the "Second Supplemental Notice of Dedicatory Instruments for Fairfield Village Community Association, Inc." (the "Second Supplemental Notice") recorded in the Official Public Records of Harris County, Texas on January 12, 2010 under Clerk's File No. 20100014842, and the "Third Supplemental Notice of Dedicatory Instruments for Fairfield Village Community Association, Inc." (the "Third Supplemental Notice") recorded in the Official Public Records of Harris County, Texas on December 13, 2011 under Clerk's File No. 20110521026, which instruments were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the First Supplemental Notice, the Second Supplemental Notice, and the Third Supplemental Notice, the following documents are Dedicatory Instruments governing the Association:

**Amended and Restated Fairfield Architectural Control Guidelines for New Residential Construction by Builders (March, 2016)**

This Fourth Supplemental Notice is being recorded in the Official Public Records of Real Property 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 Fourth Supplemental Notice is true and correct and that the document attached hereto is a true and correct copy of the original.

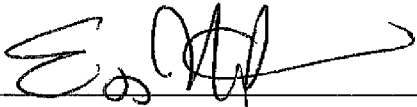
  
\_\_\_\_\_  
Luke P. Tollett, attorney and authorized representative  
of Fairfield Village Community Association, Inc.

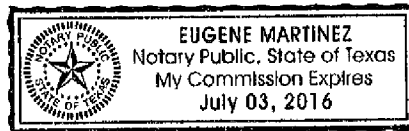
RP-2016-122594

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this day personally appeared Luke P. Tollett, authorized representative of Fairfield Village Community 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 24<sup>th</sup> day of March, 2016, to certify which witness my hand and official seal.

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



Return to:

Monica Vega-Duffield  
Friendswood Development Company  
681 Greens Parkway, Suite 220  
Houston, Texas 77067

RP-2016-122594

# **FAIRFIELD**

**Amended and Restated**

## **Architectural Control Guidelines**

for New Residential Construction by Builders

**FRIENDSWOOD DEVELOPMENT COMPANY**



**March 2016**

RP-2016-122594

# FAIRFIELD

## Architectural Control Guidelines for New Residential Construction by Builders

### TABLE OF CONTENTS

#### I. Architectural Review Process

A. Application Requirements.....	1
B. Submission Procedures.....	1
C. Disclaimers.....	2

#### II. Site Planning

A. Minimum Building Setbacks.....	3
B. Lot Coverage.....	3
C. Corner Lots and Intersections.....	3
D. Sidewalks, Front Walkways, and Steps/Retaining Walls.....	4
E. Garage and Driveway Locations.....	5
F. Fences and Gates.....	7
G. Decks, Pools, Ancillary Buildings, etc.....	9
H. Landscaping.....	9
I. Lot Drainage.....	11

#### III. Architectural Design and Materials

A. Massing of Home/Scale/Proportions.....	12
B. Exterior Elevations and Materials.....	12
C. Entrances and Windows.....	14
D. Roof Treatment and Overhangs.....	15
E. Chimneys.....	16
F. Garages and Garage Doors.....	16
G. Address Identification.....	16
H. Lighting.....	17
I. Screening.....	17
J. Exterior Colors.....	18
K. Security Devices.....	18

#### IV. Model Homes/Model Home Park

A. Model Home Layout.....	18
B. Maintenance: Model Home Exteriors & Landscaping.....	19
C. Model Home/Builder Signage.....	19

*These Residential Architectural Control Guidelines outline design goals, design criteria and the design review process for Fairfield, developed by Lennar Homes of Texas Land & Construction, LTD., doing business as Friendswood Development Company (LHT). These guidelines are applicable to all sections of Fairfield. A Builder's Lot Purchase Agreement with LHT (the "Builder Agreement") will determine what submission procedures and guidelines apply.*

## **I. Architectural Review Process**

### **A. Application Requirements**

All new construction, by Builders, must be reviewed and approved by the Architectural Review Committee (the "ARC") appointed by Declarant prior to commencement of any building or construction activity. This approval can be secured in a timely fashion if applicable criteria specified in Sections II through Section IV of these Architectural Control Guidelines are met to the satisfaction of the ARC. The ARC reserves the right to alter the review process in order to ensure an adequate review of all submissions while accommodating the needs of property owners and developers.

Subsequent construction, remodeling with exterior exposure, expansion, and demolition of structures must be reviewed and approved by the Fairfield Community Association Architectural Review Committee.

### **B. Submission Procedures**

The design for each home in Fairfield must be approved in writing by the ARC before construction of the home may begin. Any deviation from approved plans during construction, without the ARC's approval, constitutes a violation. Corrections of such deviations may be required. Notice of approval shall be in the form of a letter from the ARC to the party submitting the plans. Copies of approved plans and approval letters will be kept on file at LHT or at the office of designated representative of LHT until completion of the development section. The ARC will review submissions and make every effort to give notice of approval or disapproval within 5 working days following receipt and review of submissions.

The ARC meets as necessary to review design submittals. Only complete submittals will be reviewed. All drawings must be accurate enough to be scaled reliably. Faxed materials will be accepted for preliminary home design and plot plan change approvals. Any variances, however, must be requested in writing. Faxes will not be accepted in place of normal submission procedures. Submittals shall be sent to:

Fairfield ARC  
c/o McCauley ARC  
13711 Pristine Lake Lane  
Cypress, Texas 77429

#### **1. Production Homes**

Production home plans must be approved for each community and each neighborhood they are proposed. Approvals in other LHT communities do not constitute a blanket approval to build that plan in Fairfield.

(a) Plan Design: Architectural Review Process Submittal Requirements:

The ARC requires one set of the following for production home plan submittals:

- Floor Plans on 11" x 17" sheets.
- Front Elevations on 11" x 17" sheets; all elevations must be shown and must include: notation of locations of all exterior wall materials, notation of roof materials, notation of window types.
- Upon approval of a production home floor plan and series of elevations, only site/plot plan approvals are required for each home.

(b) Site/Plot Plan: Architectural Review Process Submittal Requirements:

If required in the Builder's Agreement, the design for each Site/Plot Plan must be approved in writing before construction of the residence can begin. These approvals are administered by the ARC's designated representative (currently McCauley ARC) for a fee paid by the Builder. Submittal must depict:

- Locations, dimensions, and materials notations for walkways, driveway, patios, and all other exterior flatwork, including setbacks, casements, and building lines.
- Lot coverage calculation, including the total area of all footprint areas of impervious cover as listed below, including all building foundations, walks, sidewalks, patios and driveways.
- Proposed location, height, and material of each exterior fence or wall.
- Lot number, block number, section number, and builder name must be clearly printed on the first page of the submittal.

**C. Disclaimers**

These Residential Architectural Control Guidelines describe a general level of conformance for development. The guidelines and the procedures set forth herein may be modified or waived from time to time by the ARC and do not supercede compliance with applicable federal, state, county, or local laws and regulations.

All improvements must conform to any state or local building codes, zoning ordinances, or other governmental regulations. If any governmental regulation is more restrictive than these guidelines, the governmental regulations prevail. If these Architectural Control Guidelines are more restrictive than other applicable codes, these Architectural Control Guidelines apply.

Neither the LHT, the ARC, nor their individual members, partners, employees, agents, or the successors or assigns of any of them shall be liable in damages to anyone submitting to them for approval of any plans and specifications or request for variances from the Architectural Control Guidelines, or to any owner or occupant of any parcel of land affected by the Architectural Control Guidelines, or to any third party, and the submission of plans or requests constitutes an express waiver and release of these third parties to the fullest extent permitted by law.

## Site Planning

### A. Minimum Building Setbacks

Site plans must conform to restrictions set forth in the Declaration of Covenants, Conditions and Restrictions (the “DCC&R’s”), the recorded subdivision plat which shows building setback lines, easements dedicated by separate instruments, and all Harris County ordinances. In some cases, different setbacks may be enforced by deed restrictions, neighborhood architectural guidelines, and/or the ARC for aesthetic reasons. LHT reserves the right to modify setback requirements.

Front yard building setback lines will be in accordance with the recorded plat. There shall be required side yard setbacks of five (5) feet, and a rear yard setback of ten (10) feet. Detached rear garages must be a minimum of three (3) feet from the side property line (subject to preexisting easements), and the recorded utility easement in the rear shall be the rear setback. All setbacks shall be measured to the edge of building walls and not to the edge of their respective overhangs.

Front and side setbacks of varying lot sizes shall be determined on an as-needed basis and incorporated into these Guidelines by addendum.

Prior to placement of any forms, builder should review the most recently recorded plat and any recorded encumbrances for the specific lot to verify all setback requirements.

### B. Lot Coverage

Total site coverage of building, walks/sidewalks, patios and driveways may not exceed 45% for two-story homes and 55% for one-story homes (excluding patio home lots). These percentages are approximations and apply to all areas within the property lines. Swimming pools, pool decks and spas are not considered in the calculation for lot coverage.

### C. Corner Lots and Intersections

#### 1. Corner Lots

Corner lots shall have garages and driveways near the property line farthest from the corner intersection only (Figure 1). “Side out” garages to the side street are prohibited (Figure 2).

The builder fencing along side streets must be constructed ½ way between the platted building line and the side property line. A continuous ligustrum hedge is required along the builder fence at the side property line. Individual shrubs shall be five (5) gallon in size and spaced three (3) feet on center.



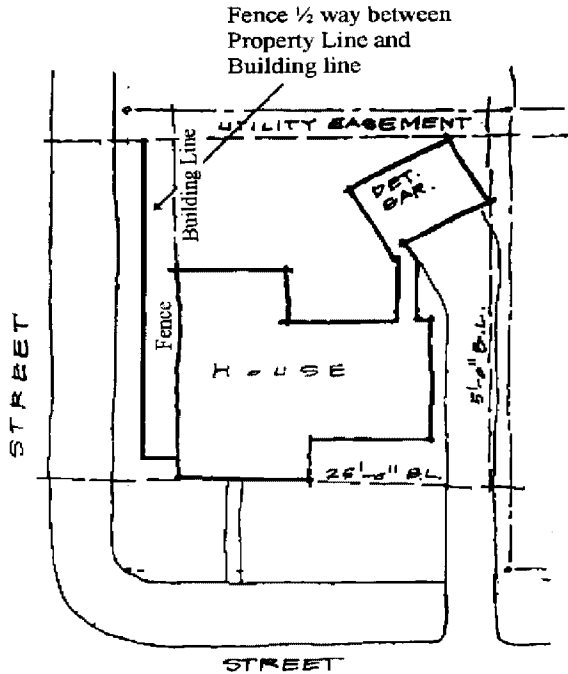


Figure 1

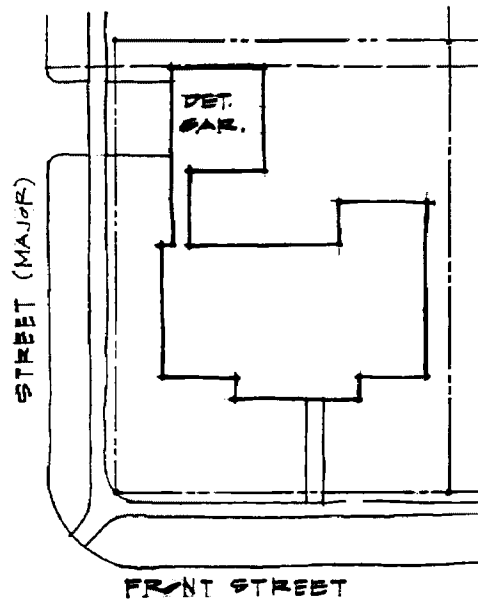


Figure 2

2. Intersections

An area of open space is required at all corner lots where intersections occur. These intersections shall be unobstructed to permit pedestrian and vehicular view when near an intersection. No trees or other potentially opaque landscaping is permitted in this area. This shall be twenty-five (25) feet in distance from each street at the corner. (Figure 3)

D. Sidewalks, Front Walkways, and Steps/Retaining Walls

1. Sidewalks

Sidewalks, four (4) feet in width, will be required in public-street areas of Fairfield. They shall be located six (6) feet from back of curb where the front building line is twenty-five (25) feet. They shall be located four (4) feet from back of curb where the front building line is twenty (20) feet.

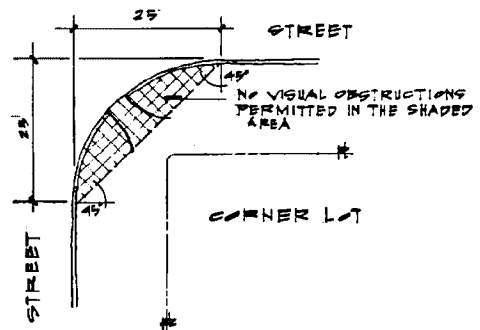


Figure 3

Sidewalks shall conform to the Harris County construction standard and shall continue uninterrupted visually through both front walk paving areas and driveways. Harris County requires a five (5) foot wide sidewalk through the driveway. No sidewalk shall exceed a 2% cross slope. A picture-frame finish must be applied to driveway and walkway areas that intersect the sidewalk in order to achieve a continuous look.

2. Front Walkways

Front walkways should complement the architectural style of the home and its respective site. Walks must conform to the landscape and should not compete with the home in detail or attention. All homes must have a front walk from the street curb or driveway to the front door.

Front walks must be at least three (3) feet wide, but no wider than five (5) feet. Front walks should be at least 3½ inches lower than the front entrance landing in order to help avoid possible ponding problems in that area.

Concrete or brick pavers are the only permitted walkway materials.

3. Steps & Retaining Walls

Any proposed steps and terraces in the front yard should generally occur on or near the front property line wherever possible.

Construction materials allowed for steps and retaining walls are the same as those for walls. The material should complement the predominant building walls material, preferably brick pavers. All materials, however, must be of masonry or stone construction and approved by the ARC. Asphalt is strictly prohibited.

A maximum rise of eighteen (18) inches is allowed for any individual retaining wall at any given location. If a situation exists where a taller retaining wall is needed, it shall be broken up into individual and separate eighteen (18) inch retaining walls. All retaining wall tops must be level with the horizon. Where possible, steps and walls should be contiguous within the overall design of the front yard (Fig. 4).



Figure 4  
Retaining Wall

**E. Garage and Driveway Locations**

1. Garages

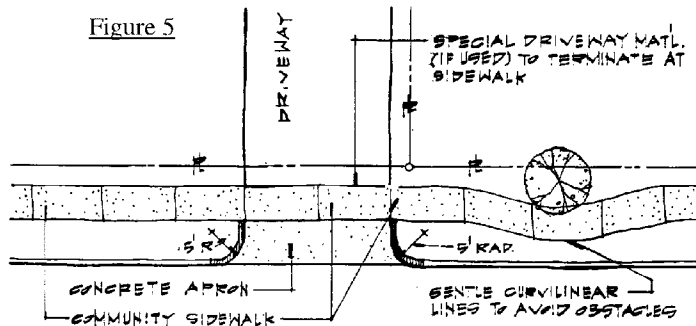
All homes in Fairfield must have a minimum two-car garage.

Three-car garages, detached garages, and oversized garages are permissible, subject to ARC approval.

Detached garages may not be built on lots that back or side to a greenbelt or water body. Detached garages must be set back a minimum of sixty (60) feet from the front property line. A breezeway or covered patio must connect the main residential structure of the home to the detached garage.

2. Driveways

Builders are required to build driveways out to the street curb. Where six (6) inch barrier curbs exist, the builders are required to saw-cut the street and curb, and tie into the street and curb in accordance with city or county standards. It is the builders' responsibility to realign the grade in the flow line of the gutter in accordance with applicable regulations. Builders shall be responsible for repairing any ponding water ("bird baths") resulting from their construction activities. Where four (4) inch mountable curbs exist, no saw cuts will be required or permitted.



The driveway shall be constructed perpendicular to the street and shall be tied in to the street with a five (5) foot radius. The joint will be constructed in conformance to city or county standards and shall be doweled at the point of curvature.

Where the driveway intersects the sidewalk and front walks, the driveway finish may not continue through the sidewalk.

Driveways may be paved with concrete or other masonry materials, which relate to the architecture of the home. This masonry material must be compatible, not only with the home, but also with any other walkways or terraces on the lot.

Materials such as textured concrete, stamped concrete, colored concrete, interlocking pavers, and brick borders are acceptable, but must be submitted to the ARC for color and design approval prior to the construction.

The maximum driveway width for front loaded garages is seventeen (17) feet at the front property line.

The maximum allowable driveway width for detached garages is twelve (12) feet from the front property line to at least the front building line where it may then transition to a wider width. The minimum driveway width allowed is ten (10) feet except where applicable county and city codes require otherwise.

All detached garage driveways shall have a minimum three (3) foot side lot setback between the driveway and the adjacent side property line.

Where side-by-side driveways occur, a minimum four (4) feet side lot setback shall be required between the driveway and the side property line to allow for adequate landscape treatment.

*All driveway designs are subject to review by the ARC.*

## F. Fences and Gates

### 1. Wood Fencing Guidelines:

#### (a) Height:

Typically limited to six (6) feet nominal measurement above natural grade. Builder may be required to construct eight (8) foot high fences where perimeter conditions warrant.

#### (b) Materials:

All wood fences are to be constructed with quality, new wood, consisting of cedar, treated pine posts and stringers, and number-one or number-two grade cedar.

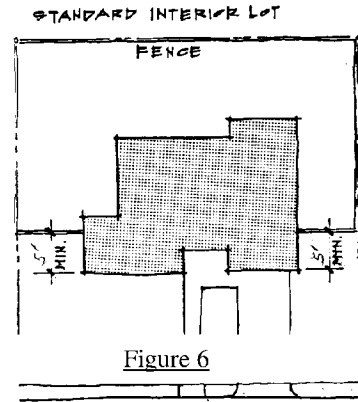
#### (c) Construction:

Interior Lots (Figure 6): Fence must be set back at least 5 feet from the front of the home. A "good neighbor" fence policy is required. Alternating sections are to occur at regular fence post intervals only, so that an entire panel is dedicated to one lot and the following panel is dedicated to the adjacent lot and so forth. In this manner, both lots receive approximately the same exposure to finished sides of a picket fence structure.

Corner lots (Figure 1, Page 4): Fence must be located halfway between the property line and the building line. The fence must be set back five (5) feet from the front of the home. The finished, or "picket" side of the fence should face the side street. On corner lots of a subdivision entrance where wood fencing is utilized, the fence must be a capped.

#### (d) Special conditions:

The finished side of a fence should always face the exterior or public side. Any exposures to greenbelts, ditches, or detention basins will be considered public view.



The breezeway fencing between a detached side-out garage and the home may be four (4) feet high to allow for visibility.

Where residential lots are located adjacent to either a commercial, institutional, or other more public use, the finished side of a fence should always face the non-residential use.

2. Ornamental Steel Fencing Guidelines:

Ornamental steel fencing shall be required on lots adjacent to golf courses, water bodies, nature preserves and greenbelts. Ornamental steel fencing must be used along all rear yards and shall extend 14 feet along the side property lines (Figure 7).

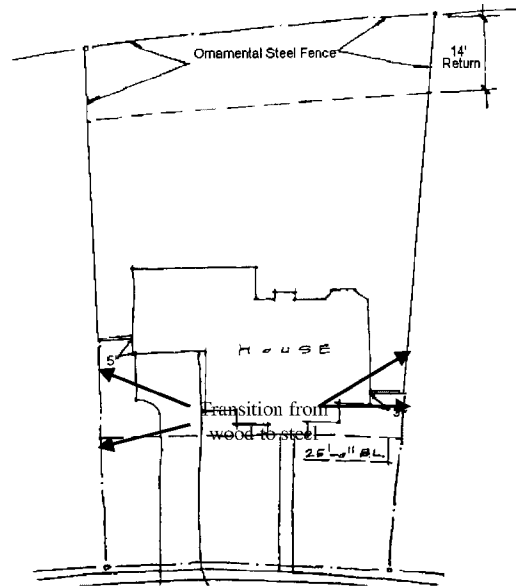


Figure 7

(a) Height:

Nominally five (5) feet, measured from natural ground.

(b) Dimensions:

Posts: one and one-half (1½) inches square, nominally eight (8) feet on center. Footings for posts must be engineered for acceptable performance in prevailing soil types.

Rails: Two rails, one and one fourth (1¼) inches square. Located top and bottom. Bottom rail is to be two (2) inches above natural grade.

Pickets: Flat topped, one half (½) inch square, four and one-half (4½) inches on center.

(c) Materials.

All steel construction. Posts shall be sixteen- (16) gauge wall thickness, rails shall be eighteen (18) gauge wall thickness. Weld solid all exposed ends.

Paint system: One coat of primer, finished off with two coats of a flat, black, non-fade paint system.

(d) Uniformity. Builder shall use every effort to maintain uniformity of the installed product throughout the community and with other builders' installation.

3. Gates

(a) Gates shall be constructed with the same materials and quality as the adjoining fence. If the adjoining fence is ornamental steel, all hardware shall be painted the same color as the fence.

(b) Pedestrian gates may not exceed forty two (42) inches in width.

- (c) Gates are not required but may be constructed for resident access to the adjoining public areas (e.g. greenbelts and public rights of way).

**G. Decks, Pools, Ancillary Buildings, Etc.**

All decks, pools, ancillary buildings, and other such structures are to be constructed only in the rear of the yard as specified in the following:

1. Decks

Decks for either pools or hot tubs are not permitted within utility easements, and generally should be kept within the side-lot building setback lines. No deck is allowed to encroach into the three (3) foot wide side lot drainage easement.

2. Swimming Pools, Hot Tubs and Spas

Swimming pools and spas must be constructed within the setback lines of each lot and may not encroach into the utility or drainage easements. Adequate room for landscaping should be provided. Mechanical equipment may not encroach into the three (3) foot wide side lot drainage easement or any utility easements, and must be screened from public view.

Above-ground swimming pools are strictly prohibited. However, above-ground spas, jacuzzis or hot tubs are allowed provided they are screened from public view through the use of landscaping or a privacy fence. Mechanical equipment may not encroach into the side or rear yard setbacks, and must be screened from public view.

Generally, swimming pool features (i.e. slides, waterfalls, diving boards, etc.), accessories and equipment must not be directly visible from public views.

3. Ancillary Buildings and Other Structures

Gazebos, play structures, storage structures, shade and other structures must be submitted to the ARC for approval prior to construction. The size and height of these buildings are strictly controlled in the DCC&R's of each neighborhood. Gazebos, arbors and shade structures must be architecturally compatible with the main home and be in compliance with applicable restrictions. Structures proposed for greenbelt and lake frontage lots must not screen views from adjacent lots. Storage structures must be architecturally consistent with the style and materials of the home or actually be part of the home structure. Detached storage structures may require screening from public view. All ancillary buildings and other structures must not exceed 10 feet in height.

**H. Landscaping**

1. Yard Trees

**All natural trees are to be saved in the front yard in keeping with "Exhibit A" attached. If there are no trees in the front yard,** the builder is required to install trees in the front yard of each home. The specific number of yard trees required for each lot depends on lot width. The following standards should be adhered to for the appropriate lot widths specified.

## YARD TREE REQUIREMENTS

Lot Width	# of Yard Trees Required	# of Street Trees Required
50'	2	2 - 4" Hardwoods
55'	2	2 - 4" Hardwoods
60'	2	2 - 4" Hardwoods
70'	2	2 - 4" Hardwoods
75 - 100'	4	2 Hardwoods & 2 Pines or 4 Hardwoods
100' or greater	6	3 Hardwoods & 3 Pines or 6 Hardwoods

The yard trees installed, or if existing, must be a minimum of three (3) inches in caliper (30 gallon) for hardwoods and four (4) inches in caliper for pines when measured twelve (12) inches above grade. Additionally, trees must have a minimum height of ten (10) feet and a minimum spread of five (5) feet. However, larger trees are encouraged. The ARC reserves the right to grant exceptions to the yard tree requirements to accommodate irregular shaped lots and/or cul-de-sac lots where proper spacing of trees may not be achieved.

### 2. Street Trees

In addition to the front yard tree requirements, builders are required to plant "street trees" in the front right of way of all lots, and in the front and side lot right of way of corner lots. The trees will be planted five feet (5') behind the curb, planted and staked with two metal posts a maximum of thirty feet (30') on center. Builder shall coordinate with adjacent Builder to maintain consistent spacing. The ARC reserves the right to grant exceptions to the street tree requirements to accommodate irregular shaped lots and/or cul-de-sac lots where proper spacing of trees may not be achieved.

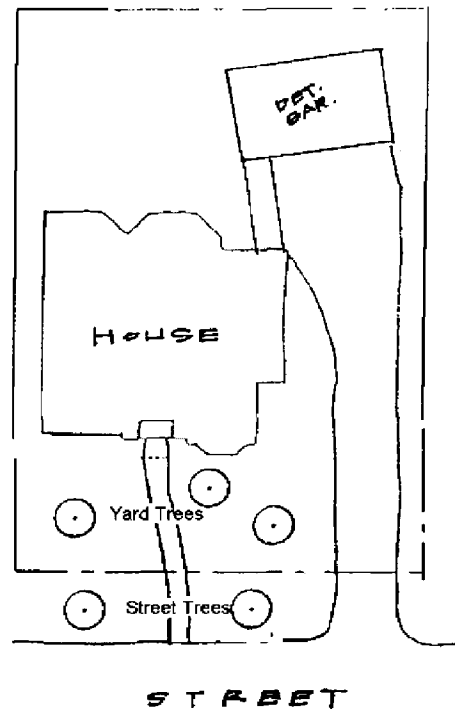


Figure 8 – Interior Lot  
Required Street Trees and Yard Trees

For lots 100' wide or greater: Street trees must be 65 gallon, container-grown live oaks, three and one half inches (3½") in caliper when measured 12" above grade. Trees must have a minimum height of twelve feet (12') and a minimum spread of eight feet (8').

3. Other Vegetation

In addition to the tree requirements above, individual lots must meet the following minimum landscaping requirements:

- (a) At least fifteen (15) foundation shrubs per lot should be installed in the front yard with a minimum container size of five (5) gallons.
- (b) At least two (2) vertical foundation accent shrubs per lot should be installed in the front yard with a minimum container size of ten (10) gallons.
- (c) Primary shrub treatment in the front yard shall be within the back third of the front of the home. This is not to preclude additional landscaping in other areas of the front yard.
- (d) At least two (2) shrubs, five (5) gallon size are required in front of air conditioners visible from the street. Air conditioners on corner lots must be enclosed by the fence on the street side of the lot.

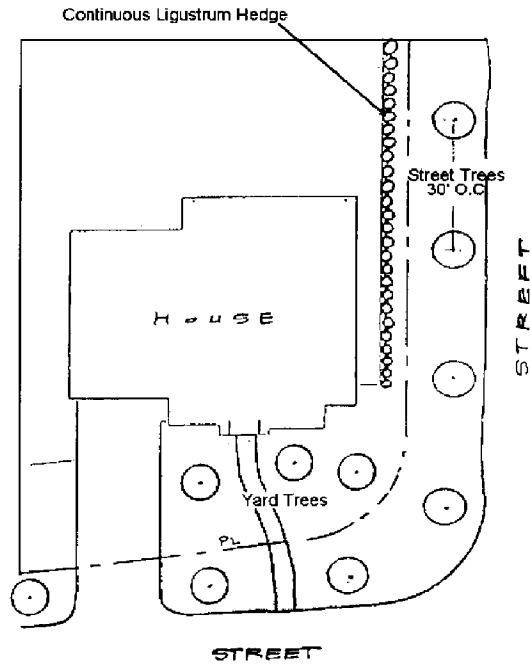


Figure 9 – Corner Lot  
Required Street Trees, Yard Trees & Ligustrum Hedge

4. Grass Coverage

All areas exposed to public view (public rights of way, greenbelt views, landscape reserves, or water bodies) shall be solid-sodded with Saint Augustine grass.

*Required yard trees and street trees are illustrated in Figures 8 and 9.*

**I. Lot Drainage**

In order for a lot to provide adequate drainage capabilities and remain sensitive to tree preservation, the following drainage guidelines apply:

LHT endeavors to provide engineered and developed lots that enable builders to achieve positive site drainage of +/- .75% to 1.0% generally from the rear of lots to the street. Some situations may exist where drainage is to the rear of lots.

When a home structure is in place on a given lot:

- Positive drainage should be maintained and should be directed away from the home structure.
- Drainage runoff onto adjoining properties is prohibited.



When lots require further drainage, the construction of swales (which minimize drainage impacts to existing trees and vegetation) is recommended. Lastly, where more drastic drainage requirements exist, the use of area drains is recommended.

Regardless of what method is utilized, the preservation of trees will always be considered a foremost concern. Drainage must attempt to work around significant existing trees and dedicated tree preservation areas. Please refer to the previous Section K ("Tree Preservation and Removal") for further direction on which trees must be preserved and the grading restrictions that apply.

### III. Architectural Design and Materials

The general purpose of this section is to encourage variety, diversity, interest, and individuality in home architecture. Requirements of specific neighborhoods or sections may supersede this section to reinforce a particular architectural theme desired.

#### A. Massing of Home/Scale/Proportions

In general, the massing of a home should be appropriately scaled to the street and the surrounding homes. The home should have reasonable variations in its massing and should avoid the "straight box" approach in all instances (Fig. 10).

Side elevations with huge expanses on a common plane should be avoided. Relief should be provided on all elevations by providing setbacks, which can break down the massing where possible. Pieces of the home should be scaled appropriately to each other. Logical placement of material or texture changes can significantly help in creating appropriate massing.

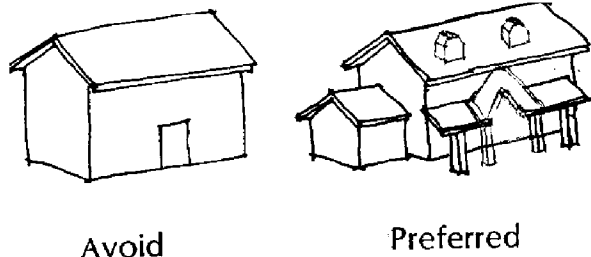


Figure 10  
Massing

#### B. Exterior Elevations and Materials

##### 1. Exterior Elevations

Where a one-story home occurs next to a two-story home, the two-story home should have a one-story element adjacent to the one-story home. Where this is not desired or possible, varying the ridgeline on a two-story home helps to break up the massiveness of a continuous roof line and helps in transitioning in size from two-story homes to neighboring one-story homes.

The design of exterior elevations, especially those on corner lots, must not turn a "blind" elevation to any side street frontage (Figure 11).

If shutters or other distinct architectural elements are incorporated into the design of the home, they should be featured on all elevations which face a street.

Windows must occur on all street facing elevations of single-family homes which are not patio homes or homes on a zero-lot-line configuration. This requirement helps achieve a positive

character for the community since it emphasizes the importance of the home when experiencing the street scene.

2. Repetition of Elevation

Builders proposing the construction of repetitive home designs shall carefully consider their production model mix in order to avoid monotony, yet maintain continuity of scale and character. The intent of this guideline is to avoid the negative “look-alike” effect of frequent repetition, but still allow sufficient latitude for the builder in satisfying market demand.

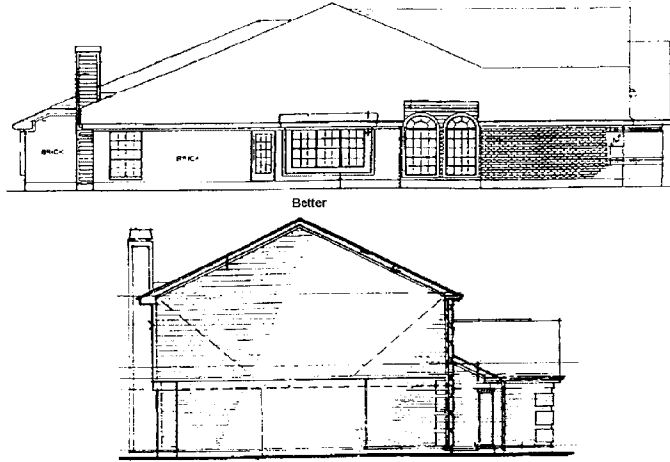


Figure 11  
Side Street Elevations

The ARC will consider the proximity of similar floorplans and similar elevations when approving site specific plot plans. The ARC reserves the right to reject an elevation that closely resembles that of a nearby home. Additionally, identical uses in brick type and color, and siding color, are prohibited on homes that are adjacent to one another. Custom homes may not be repeated within any given section. Section J (Exterior Colors) further details color requirements.

3. Exterior Materials

The variety and number of primary exterior materials should be held to a minimum. The maximum number of exterior materials allowed is three. All exterior walls on the first floor must be brick, stone or stucco. On two-story homes, the front elevation must be predominantly brick, stone or stucco. On the second story, exterior walls on lots 65’ and larger, brick, stone or stucco is on the front elevation, then a corner wrap of not less than 15’ is required.

(a) Brick

Brick shall be hard fired and have an overall appearance of relative evenness in color and texture. Painted brick may be permitted where deemed appropriate for a particular architectural style. However, such applications must be approved by the ARC prior to initiation.

(b) Wood/Hardboard

Siding: Material shall be either wood or fiber-cement (e.g. “Hardiplank<sup>®</sup>”) and must be of a horizontal, lap type. Diagonal siding, board and batten, and particleboard siding, and vinyl siding are prohibited. Siding shall be painted or stained with medium range colors that do not drastically contrast adjacent brick or other material. Naturally weathered wood is not permitted.

Trim: All trim shall be smooth/semi-smooth, high quality finish grade stock wood or Fiber-Cement (e.g. “Hardiplank<sup>®</sup>”). Trim shall be stained or painted as approved by the ARC.

(c) Stucco

Stucco, as a building material, is permitted given an appropriate style of architecture. Stucco may be used as a major building material with the approval of the ARC.

(d) Stone

If stone is to be incorporated, it should be a natural limestone, or other regional stone color which is deemed appropriate with the project character as approved by the ARC.

(e) Synthetic Materials

Synthetic material such as metal siding, vinyl siding, and other materials which have the appearance of wood, or stone must be reviewed to ensure a quality appearance for approval by the ARC.

(f) Material Changes

Changes in exterior wall material should have a logical relationship to the massing of the home. Material changes on a common wall plane that occur along a vertical line should be avoided wherever possible.

(g) Awnings

Awnings over entrances or windows are prohibited.

**C. Entrances and Windows**

All openings in a structure such as windows and doors should relate to each other on all elevations both vertically and horizontally. This should occur in some clearly defined order, and scattered or random placements should be avoided. Both entrances and windows should be in proportion as they relate to the building mass as a whole. All sides of a home should receive equal design consideration. Reflective glass is prohibited.

1. Entrances

Entrances should be the focal point of the elevation which they serve. Although two-story entryways are allowed, the creation of a focal point at the entry through the use of human scaled entry elements is suggested. Recessed or protruded one-story elements add to the architectural detail of the home. Regardless of the scale selected, entrances should always relate to the overall architectural character and quality of the home.

2. Windows

Windows, like entrances, should be compatible with the overall building mass and architectural character and quality of the elevation.

If shutters are incorporated as part of the design, they should be appropriately scaled to relate to the window opening and appear authentic. They must also always occur in pairs. The shutter color must harmonize with the other colors on the home. Where shutters are used on a home located on a corner lot, they should occur on the side street elevation as well as the front.

Wrought iron and/or burglar bars will be considered only if the ARC determines that they are compatible with the architectural character of the home. Burglar bars over windows are generally

prohibited and must be submitted to the ARC for consideration. Approval must be granted prior to installation.

If storm windows are to be utilized, they must resemble existing window frames of the home and neighborhood. They should have the same general configuration as the existing window frames if this is a replacement application. Additionally, storm windows must have a similar color value to the existing window frames of the neighborhood. Mechanical roll-down storm window boxes, if utilized, must match the window frame color of the home.

#### **D. Roof Treatment and Overhangs**

##### **1. Materials**

Approved roof materials shall have the following minimum qualities:

- 25-year warranty.
- Earthtone colors. All shingles within a given neighborhood shall be the same color.

Shingles shall be composition asphalt. Other materials must be approved by the ARC prior to installation. All materials must meet the minimum qualities specified above.

The shingle material must harmonize with other shingle materials used in the neighborhood. Shingles with an ornate pattern or cut pattern are not acceptable. Earthtone shades are required for all shingle materials.

##### **2. Form**

The form and massing of the roof should have a logical relationship to the style and massing of the home. Roof pitches should be applicable codes, but must be a minimum of 5 in 12 and not steeper than 12 in 12 for the main body of the roof.

The ARC will consider other configurations in roof forms if appropriate to the style of architecture for a particular home. However, very steeply pitched roofs, such as Mansards, which create massive roof structures, are strongly discouraged.

The roof height should not exceed  $\frac{3}{4}$  of the total elevation area for single story homes and  $\frac{1}{2}$  the total elevation area two-story homes.

Fascia depths should be in scale with the mass of the elevation, but the face of the fascia board must be at least 6 inches (nominal) in size.

##### **4. Roof Penetrations**

Roof vents, utility penetrations, or other roof protrusions shall not be visible from the front street and must be painted to match the singles. Skylights should not be visible from the front street.

##### **5. Gutters & Downspouts**

Gutters and downspouts should be strategically placed to minimize their visibility to the front street. Preferably, downspouts should occur only at the rear and sides of a home. Placement on the front elevation should be avoided as much as possible, but may be used to avoid water runoff at front

entrances. Gutters and downspouts must match or be very similar to the color of the surface to which they are attached.

Downspouts must be installed vertically and in a simple configuration. All gutters and downspouts on standard lots must be installed so water runoff does not adversely affect adjacent properties. Zero-lot-line patio homes, however, may drain onto the adjacent easement of the non-patio side of the home to accommodate roof drainage.

6. Exposed Roof Metal /Antennas

All exposed stack vents, skylight curbs, attic ventilators, and other metal roof accessories shall match or closely resemble the roofing color.

All stack vents and attic ventilators shall be located on the rear roof slopes perpendicular to the ground plane. They shall not be visible from public areas and should be placed in a location which is least visible from adjoining property.

Roof-mounted ventilators shall be no higher than 10 inches above the roof surface.

**E. Chimneys**

The chimneys must be compatible with the architecture of the home.

Acceptable cladding material includes masonry, brick, wood, or fiber-cement board.

Spark arrestors and caps are required on all chimneys. The spark arrestor and cap should be unadorned, non-ornamental and designed to match or be compatible with the color and material of the exterior elevations of the home. Caps must be of metal or masonry construction.

Heights of chimneys should meet all fire code requirements and be proportional to the roofline of the respective home. Metal chimneys, if used, shall not exceed a maximum exposed height of 6 inches of chimney pipe nor a maximum height of 18 inches of total exposed metal including both chimney pipe and cap.

**F. Garages and Garage Doors**

Front loaded garages may protrude no more than 10 feet from the front plane of the main residence.

Garage doors should be relatively unadorned while remaining compatible with the architecture of the home and elevations. Panelized doors, however, are encouraged to help downscale the effect of a garage door.

**G. Address Identification**

Address identification is limited to the address number for a particular home. No street name or resident name is permitted on the exterior of the home. The address number must be visible from the street. The scale of the address number may vary according to the scale of the home, but may be no larger than 6 inches in height and must be placed in a horizontal line. No particular letter type style is required, but numbers must be Arabic and must be easily readable from the street. The number for address

identification should be inset into the brick either next to the front door or on the front of the home. Internally lit address numbers are not permitted.

## H. Lighting

The type, color, and quality of all exterior site and home lighting must be consistent with other existing lights on the property and in the neighborhood of the respective home. Incandescent-type lighting is the norm.

### 1. Floodlighting

Floodlighting fixtures must be attached to the home or other architectural structure and must not illuminate adjacent public or private properties. Lights must be directed downward and shielded so that they do not create a “hot” glare spot visible to neighbors. The fixture color and any shielding should be compatible with the building. Conduits and wiring must be concealed. Neither high-wattage, commercial/industrial-type fixtures nor sodium-vapor light sources will be approved for residential.

### 2. Exterior Lighting Fixtures

All exterior lighting fixtures visible from the street or other public areas must be of an understated design that complements the architectural style of the residence. Fixtures shall be white incandescent, unless otherwise approved by the ARC. High intensity area lighting, such as mercury vapor or high-pressure sodium is not allowed.

## I. Screening

### 1. Wood Fences

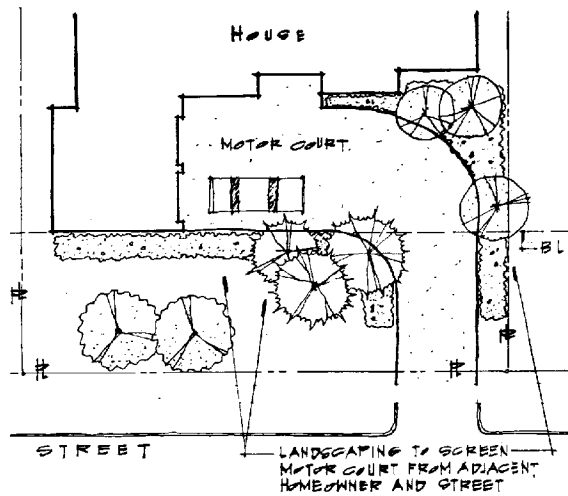
All wood fences exposed to permanent public view must be constructed in accordance with these guidelines and screened with a combination of trees and shrubs.

### 2. Mechanical Equipment

Air conditioning compressors are not permitted outside of fences on the side streets of corner lots.

### 3. Rear Yard Equipment

Play equipment and structures, pools, lawn furniture, etc. must be screened from public street view by a combination of trees, hedges, walls, or fences.



## **J. Exterior Colors**

Exterior paints and stains for each residence shall be selected to complement or harmonize with the colors of the other materials with which they are used. The general intent is to encourage greater variety among homes along the street.

Siding and trim should generally stay within the earth-tone color family. The use of white is also permitted. Extremely bold or primary colors, however, are prohibited.

Yellow, blue, or green pastels are discouraged unless part of an overall concept. However, soft and muted earth-tone colors like grey, beige, brown, salmon, etc., are acceptable.

The variety and number of exterior colors on each home should be held to a maximum of three not inclusive of brick color or front door color. Brick colors should generally be of an earth-tone family or range. No one brick color family should dominate a particular street scene.

Repetition of brick uses should occur no more frequently than every fifth home.

Very dark colored brick is discouraged. Brick for homes on consecutive and facing lots must vary in order to avoid monotony. Variety in brick use is highly encouraged.

Likewise, trim color and/or field color must also vary. The ARC will determine whether consecutive or relatively consecutive homes' brick colors or trim colors are similar enough to deny their adjacency.

## **K. Security Devices**

Security devices such as sirens and speaker boxes should be the minimum size needed to be effective and should be located unobtrusively. Section III.C.2 ("Entrances and Windows"), prohibits security and/or burglar bars on the exterior of homes unless specifically approved by the ARC prior to installation. If security devices are being considered for a home, the builder/developer must utilize a device which is not visible to public view and preferably mostly contained within the home.

## **IV. Model Homes/Model Home Park**

### **A. Model Home Layout**

#### **1. Modifications**

Realizing that model homes will function as sales offices, modifications to the finished product that would actually be sold is expected. However, builders are expected to emulate as closely as possible the end product that a consumer can expect to receive.

Before sale by the builder, all modifications (e.g., front yard fencing, atrium doors in lieu of overhead garage doors, floodlights, etc.) must be removed and the unit restored to its standard appearance.

#### **2. Yard Lights**

Each model should have, unless otherwise specified by the ARC, yard lights installed that will illuminate the model homes during the period from dusk to 10:00 p.m. The builder may employ other types of illumination upon approval of the ARC.

3. Fencing

Fencing on sales models will always be of an iron/metal material of a standard configuration where it is adjacent to front yards. Fences will always permit view of the home and into the lot from the street. Model home fences should never exceed four (4) feet in height in the front yard. Wood fencing is allowed in the rear yards of model homes. All fence designs must be submitted to the ARC for review and approval.

4. Flag Poles

A maximum of one (1) flagpole per model home site, per builder will be allowed to display a U.S. Flag, a Texas Flag, or Builder Flag.

The flagpole should be one-piece construction of brushed anodized aluminum not to exceed 35 feet in height. The pole should be capable of withstanding local wind velocities.

The length of the flag should be approximately one-fourth the height of the pole on which it is mounted. Building-mounted flagpoles are not permitted. Flags and/or poles must be replaced when they become faded or worn.

**B. Maintenance: Model Home Exteriors and Landscaping**

1. Model Homes Exterior

Exterior of model homes should be kept in a new and fresh condition. Doors, siding, and trim are to be kept clean and painted when necessary. If, in the opinion of the ARC, areas of a model home require refurbishing, the ARC will give the respective homebuilder two weeks' notice in writing in which to correct the deficiencies.

2. Landscaping

The front and rear yards of all model homes are to be landscaped including fully sodded yards and foundation plant material. Front yard and street trees will be planted in accordance with previously promulgated rules of the ARC and these guidelines. A minimum of one (1) rear yard tree is required.

**C. Model Home/Builder Signage**

One (1) yard sign per lot is allowed for the purpose of advertising a particular builder name or to advertise the property for sale or rent. No additional sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any lot.

Builders will be allowed one (1) yard sign per builder, per Model Park. The sign may be a maximum of 32-sq. ft. in area. Base landscaping is required. The sign will be allowed for a period of time commensurate with the model homes sales program only. Model identification signs may not exceed three (3) square feet. In addition, one sign no larger than three (3) square feet may be used to indicate whether a model home is open/closed and the hours of operation only. This sign must be close to the front door.

*The ARC has the right to remove any sign, advertisement, billboard, or advertising structure which is in violation of these restrictions. All model home signage packages must be submitted to the ARC for review and approval.*



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STAN STANART  
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Fees \$104.00

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

RP-2016-122594

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, files this Property Owners Association Management Certificate, pursuant to §209.004 of the Texas Property Code, to supersede all prior Certificates, as follows:

- (1) The name of the Subdivision is Fairfield;
- (2) The name of the Association is Fairfield Village Community Association, Inc.;
- (3) The Subdivision is recorded in the Real Property Records of Harris County, Texas, along with any amendments, supplements and replats thereto, as follows:

- (a) Trails of Fairfield, Section 1, under Clerk's Film Code No. 397115;
- (b) Trails of Fairfield, Section 2, under Clerk's Film Code No. 403071;
- (c) Trails of Fairfield, Section 3, under Clerk's Film Code No. 405143;
- (d) Trails of Fairfield, Section 4, under Clerk's Film Code No. 413008;
- (e) Trails of Fairfield, Section 5, under Clerk's Film Code No. 415128;
- (f) Trails of Fairfield, Section 6, under Clerk's Film Code No. 435136;
- (g) Trails of Fairfield, Section 7, under Clerk's Film Code No. 437134;
- (h) Fairfield Chappell Ridge, Section 1, under Clerk's Film Code No. 339129;
- (i) Fairfield Chappell Ridge, Section 2, under Clerk's Film Code No. 343003;
- (j) Fairfield Chappell Ridge, Section 3, under Clerk's Film Code No. 345145;
- (k) Fairfield Chappell Ridge, Section 4, under Clerk's Film Code No. 351024;
- (l) Lakes of Fairfield, Section 1, under Clerk's Film Code No. 386110;
- (m) Lakes of Fairfield, Section 2, under Clerk's Film Code No. 401005;
- (n) Lakes of Fairfield, Section 3, under Clerk's Film Code No. 412059;

RP-2016-131556

- (o) Fairfield Garden Grove, Section 1, under Clerk's Film Code No. 339127;
- (p) Fairfield Garden Grove, Section 2, under Clerk's Film Code No. 344085;
- (q) Fairfield Garden Grove, Section 3, under Clerk's Film Code No. 350123;
- (r) Fairfield Garden Grove, Section 4, under Clerk's Film Code No. 354128;
- (s) Fairfield Village West, Section 1, under Clerk's Film Code No. 435132;
- (t) Fairfield Village West, Section 2, under Clerk's Film Code No. 440050;
- (u) Fairfield Village West, Section 3, under Clerk's Film Code No. 445115;
- (v) Fairfield Village West, Section 4, under Clerk's Film Code No. 440054;
- (w) Fairfield Village West, Section 5, under Clerk's Film Code No. 460101;
- (x) Fairfield Village West, Section 6, under Clerk's Film Code No. 487135;
- (y) Fairfield Village West, Section 7, under Clerk's Film Code No. 487139;
- (z) Fairfield Village West, Section 8, under Clerk's Film Code No. 501100;
- (aa) Fairfield Village West, Section 9, under Clerk's Film Code No. 501104;
- (bb) Fairfield Village West, Section 10, under Clerk's Film Code No. 508066;
- (cc) Fairfield Village West, Section 11, under Clerk's Film Code No. 508070;
- (dd) Fairfield Village West, Section 12, under Clerk's Film Code No. 508074;
- (ee) Fairfield Village West, Section 13, under Clerk's Film Code No. 525040;
- (ff) Fairfield Village West, Section 14, under Clerk's Film Code No. 529069;
- (gg) Fairfield Village West, Section 15, under Clerk's Film Code No. 533245;
- (hh) Fairfield Village West, Section 16, under Clerk's Film Code No. 529073;
- (ii) Fairfield Inwood Park, Section 1, under Clerk's Film Code No. 339125;
- (jj) Fairfield Inwood Park, Section 2, under Clerk's Film Code No. 339126;
- (kk) Fairfield Inwood Park, Section 3, under Clerk's Film Code No. 345146;

- (ll) Fairfield Inwood Park, Section 4, under Clerk's Film Code No. 483117;
- (mm) Fairfield Inwood Park, Section 5, under Clerk's Film Code No. 359081;
- (nn) Fairfield Inwood Park, Section 6, under Clerk's Film Code No. 355084;
- (oo) Fairfield Inwood Park, Section 7, under Clerk's Film Code No. 356077;
- (pp) Fairfield Inwood Park, Section 8, under Clerk's Film Code No. 357076;
- (qq) Fairfield Village South, Section 2, under Clerk's Film Code No. 552147;
- (rr) Fairfield Village South, Section 3, under Clerk's Film Code No. 566140;
- (ss) Fairfield Village South, Section 4, under Clerk's Film Code No. 566144;
- (tt) Fairfield Village South, Section 5, under Clerk's Film Code No. 572006;
- (uu) Fairfield Village South, Section 6, under Clerk's Film Code No. 587049;
- (vv) Fairfield Village South, Section 7, under Clerk's Film Code No. 590168;
- (ww) Fairfield Village South, Section 8, under Clerk's Film Code No. 595282;
- (xx) Fairfield Village South, Section 9, under Clerk's Film Code No. 600036;
- (yy) Fairfield Village South, Section 10, under Clerk's Film Code No. 600038;
- (zz) Fairfield Village South, Section 11, under Clerk's Film Code No. 600040;
- (aaa) Fairfield Village South, Section 12, under Clerk's Film Code No. 613038;
- (bbb) Fairfield Village South, Section 13, under Clerk's Film Code No. 616191;
- (ccc) Fairfield Village South, Section 14, under Clerk's Film Code No. 647101;
- (ddd) Fairfield Village South, Section 15, under Clerk's Film Code No. 673126;
- (eee) Fairfield Village South, Section 16, under Clerk's Film Code No. 673129;
- (fff) Fairfield Village South, Section 17, under Clerk's Film Code No. 674724;
- (ggg) Fairfield Village North, Section 1, under Clerk's Film Code No. 572125;
- (hhh) Fairfield Village North, Section 2, under Clerk's Film Code No. 573074;

- (iii) Fairfield Village North, Section 3, under Clerk's Film Code No. 584257;
- (jjj) Fairfield Village North, Section 4, under Clerk's Film Code No. 584261;
- (kkk) Fairfield Village North, Section 5, under Clerk's Film Code No. 592014;
- (lll) Fairfield Village North, Section 6, under Clerk's Film Code No. 593029;
- (mmm) Fairfield Village North, Section 7, under Clerk's Film Code No. 649083;
- (nnn) Fairfield Village North, Section 8, under Clerk's Film Code No. 599186;
- (ooo) Fairfield Village North, Section 9, under Clerk's Film Code No. 603024;
- (ppp) Fairfield Village North, Section 10, under Clerk's Film Code No. 603026;
- (qqq) Fairfield Village North, Section 11, under Clerk's Film Code No. 613035;
- (rrr) Fairfield Village North, Section 12, under Clerk's Film Code No. 616189;
- (sss) Fairfield Village North, Section 13, under Clerk's Film Code No. 623273;
- (ttt) Fairfield Village North, Section 14, under Clerk's Film Code No. 627255;
- (uuu) Fairfield Village North, Section 15, under Clerk's Film Code No. 629209;
- (vvv) Fairfield Village North, Section 16, under Clerk's Film Code No. 643279;
- (www) Fairfield Village North, Section 17, under Clerk's Film Code No. 663096;
- (xxx) Fairfield Village North, Section 18, under Clerk's Film Code No. 650039;

(4) The Declarations are recorded in the Real Property Records of Harris County, Texas, along with any amendments or supplements thereto, as follows:

- (a) Fairfield Declaration of Covenants, Conditions, and Restrictions, under Clerk's File No. L619441;
- (b) Annexation to Declaration for Fairfield, under Clerk's File No. S907514;
- (c) Declaration of Annexation, under Clerk's File No. L623708;
- (d) Annexation to Declaration, under Clerk's File No. M146460;

- (e) Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section 8 and Fairfield Village North Section 13, under Clerk's File No. 20080557450;
- (f) Annexation of Fairfield Village South, Sections 15, 16 and 17, under Clerk's File No. 20150587876;
- (g) Amended and Restated Architectural Control Guidelines, under Clerk's File No. 2016122594;

(5) The name and mailing address of the Association is Fairfield Village Community Association, Inc., c/o FirstService Residential, 5295 Hollister Rd., Houston, Texas 77040.

(6) The name and mailing address of the Association's designated representative is FirstService Residential, 5295 Hollister Rd., Houston, Texas 77040.

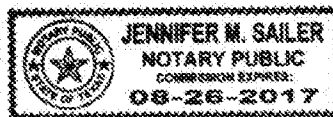
(7) The phone number to contact the Association's designated representative is (281) 681-2000;

SIGNED THIS 30<sup>th</sup> DAY OF MARCH, 2016

By: J. Ann Richardson  
 Managing Agent for Fairfield Village Community Association, Inc.

JO ANN RICHARDSON  
 Print Name

STATE OF TEXAS           §  
   §  
 COUNTY OF HARRIS       §



BEFORE ME, the undersigned notary public, on this day personally appeared the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 30 day of March, 2016, to certify which witness my hand and official seal.

Jennifer M. Sailer  
 Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
 Holt & Young, P.C.  
 9821 Katy Freeway, Suite 350  
 Houston, Texas 77024

RP-2016-131556

RP-2016-131556  
# Pages 6  
03/31/2016 09:48 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$32.00

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

RP-2016-131556

**CERTIFICATION**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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

- (1) I am an Agent for Fairfield Village Community Association, Inc. a Texas non-profit corporation;
- (2) An Instrument titled: "**Fairfield Sports Association By-Laws**" is attached hereto;
- (3) The property affected by the said Instrument is the Fairfield subdivision, as more particularly described in the instrument recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. 20130623788, along with any other property brought within the jurisdiction of the Fairfield Village Community Association, Inc. now and in the future;
- (4) The attached Instrument is a true and correct copy of the original.

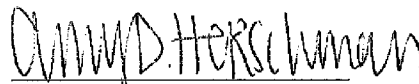
IN WITNESS WHEREOF, I have subscribed my name on this 19<sup>th</sup> day of OCTOBER, 2016.

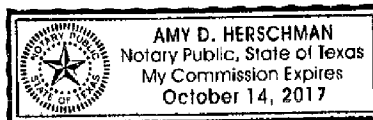
By:   
James R. Young, Agent for Fairfield Village Community Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on the day personally appeared James R. Young, Agent for Fairfield Village Community Association, Inc., and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 19<sup>th</sup> day of OCTOBER, 2016.

  
Notary Public, State of Texas



RP-2016-475270



# Fairfield Sports Association By-Laws

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## Section I Overview

### Name

The name of the organization shall be the Fairfield Sports Association thereafter known as FSA

### Purpose and Non Profit Status

The Board of Directors of the Fairfield Village Community Association, Inc. (FVCA) shall establish Fairfield Sports Association for the purpose of operating youth sports for the community of Fairfield. In Accord with Internal Revenue Service, FSA shall operate under FVCA's 501 (c) (4) tax status, and shall operate exclusively as an unincorporated non-profit association which provides a supervised program of **Recreational Sports Activities**. No part of the net earnings shall benefit any private shareholders, directors, or individuals.

### Organization

Fairfield Sports Association provides the following sports for members of Fairfield Village to play recreational sports: Baseball, Softball, Soccer, Volleyball, and Basketball. The organization of FSA shall consist of a Board of Commissioners comprised of the Executive Board (Chairman, Vice Chairman, and Treasurer) and the Commissioners of each sport: Baseball, Softball, Soccer, Volleyball and Basketball. All members of the Executive Board and each of the Sport Commissioners along with the Concessions Commissioner has one (1) vote in deciding the affairs of the Sports Association. Each of these positions shall be responsible for coordinating the activities of subcommittees within their respective areas of concern.

### Organizational Management

The Board of Commissioners shall be solely responsible for the operation and management of the established sports leagues. The FVCA Board of Directors only duty is to confirm Board of Elected Commissioners and the oversight of FSA Financial Accountings. Any discussions and decisions are final when taken to a Board of Commissioners vote. Notwithstanding the authority of the Board of Commissioners, the FVCA Board of Directors is authorized overrule any decision or act of the FSA if in the sole discretion of the FVCA Board of Directors, such decision or act may expose the FCVA to liability or financial obligation.

### Membership

A player participant is considered a member if immediate family is a resident of Fairfield Village Community Association and is up to date in HOA dues. Immediate family is considered to be the residing household of the player. Any non-resident participants are considered guests of FSA.

**Limitation of Liability**

Each Executive Board member and commissioner, in consideration for his services, shall, in the absence of fraud, be indemnified, whether then in office or not, for the reasonable cost and expenses incurred by him in connection with the defense of, or for advice concerning any claim asserted or proceeding brought against him by reason of his being or having been a director, stockholder or officer of the league or of any subsidiary of the league, whether or not wholly owned, to the maximum extent permitted by law. The foregoing right of indemnification shall be inclusive of any other rights to which any director, stockholder or officer may be entitled as a matter of law. All members, parents, team managers, commissioners and executive board agree to exhaust all administrative remedies within FSA prior to utilizing outside legal counsel.

RP-2016-475270

## Section II. Board of Commissioners

### A. Selection of Executive Board Members

Executive Board members shall serve a two year term. The term of office for the Chairman and Cochairman shall be opposite years. The term shall expire 24 months after the executive board member is elected.

Appointment of Board vacancies shall be by FSA Board of Commissioners with confirmation by the FVCA Board of Directors. If for any reason a Commissioner is unable to complete a term, an Interim Commissioner will be appointed to serve the remainder of the unexpired term. Individuals are restricted to a maximum of two consecutive terms as an Executive Board member of a sport.

Eligibility requirements for Chairman and Cochairman are:

1. Member of the Fairfield Village Community Association
2. Service as a FSA Sport Commissioner

Eligibility requirements for Treasurer are:

1. Member of the Fairfield Village Community Association
2. Service as a FSA Sport Commissioner or Sport Subcommittee
3. If #2 cannot be met, a member with an accounting background may be considered for appointment.

### Responsibilities of the Executive Board

1. Approval of the operating budgets prepared by each of the members of the FSA Board of Commissioners.
2. Communication with the Fairfield Village Community Association Board of Directors.
3. Maintain the financial records of the FSA
4. Make distributions from the accounts of FSA as required for operations.
5. Report monthly to the Board of Commissioners and the Fairfield Village Community Association the financial status of FSA
6. Prepare the FSA Five Year Capital Improvement Plan.
7. Serve as the review authority for any action taken by FSA Board Members or subcommittees which results in the filing of an appeal.
8. Serve as the review authority for issues involving FSA activities at the request of the Board Member responsible for those activities.
9. Provide risk management oversight for selection of Head Coaches and required background check.

## **B. Selection of Commissioners**

Commissioners shall serve a two year term. The term of office for Commissioners of each youth sport shall expire upon completion of the second playing season for each of their respective sports. The term of office for all other Board members shall expire 24 months after their appointment. Individuals are restricted to a maximum of two consecutive terms as a Commissioner of a sport.

Appointment of Board vacancies shall be by FSA Board of Commissioners with confirmation by the FVCA Board of Directors. If for any reason a Commissioner is unable to complete a term, an Interim Commissioner will be appointed to serve the remainder of the unexpired term.

Eligibility requirements for Board membership are:

1. Member of the Fairfield Village Community Association
2. Participating Child in the program
3. Service on a Sport subcommittee

## **Duties of the FSA Board of Commissioners**

1. Hold meetings of FSA at a minimum once every other month to conduct the business of the Fairfield Youth Sports Program. Meetings will be conducted in accordance with Robert's Rules of Order.
2. Annual Operating Budget - Establishment of the Annual Operating Budget for the youth sports program. This Budget must be presented for approval to the FVCA Board of Directors no later than the last day of June.
3. Capital Improvement Plan -- Preparation of a five year Capital Improvement Plan. This Plan shall be submitted annually to the FVCA Board of Directors in conjunction with the Annual Operating Budget.
4. Appointment of Commissioners - Appointment of replacement Commissioners to fill vacant positions on the Board. These appointments are subject to the approval of the FVCA Board of Directors.
5. Authorize expenditures of FSA funds in accordance with the approved Annual Operating Budget.
6. Sports Seasons -- Establish the registration times and playing seasons for each of the youth sports.
7. Establish the rules and regulations for youth sports.
8. Organize subcommittees as needed for each of the youth sports programs.
9. Report to the Executive Board violations of the FSA Code of Conduct that requires any written warning or suspensions.

### Section III. Finances

Financial Management of Fairfield Sports Association is 100% maintained by the individual sports leagues through registration fees and sponsorships. FVCA does not provide any financial costs in operation of FSA. Some Capital improvement costs may be shared by FVCA and FSA when the improvement is to benefit both organizations.

#### A. Annual Operating Budget

1. Each Commissioner shall prepare a budget for his respective area of responsibility for approval by the Executive Board and the FVCA Board of Directors.
2. The fiscal year for FSA shall begin on July 1.
3. The Annual Operating Budget for the subsequent fiscal year must be submitted to the FVCA Board of Directors by May 1 of the current fiscal year.

#### B. Operating Fund

1. Proceeds from the collection of participation fees, fund raising, concessions, and any other revenues arising from the operation of the Fairfield Sports Association shall be deposited in the FSA general account.
2. The Board of Commissioners with Approval of the FVCA Board of Directors shall incorporate a non-resident fee in the amount of \$50 per registration to cover the cost of non-resident usage of facilities. This fee is waived for non-members who serve on a Sports Committee.
3. Sports Registration Fees will be waived for all sitting Board of Commissioners for the substantial amount of volunteer hours needed to run the Sports Association.
4. Disbursements from the fund which are in accordance with the Annual Operating Budget may be made by the Board of Commissioners.
5. Disbursements from the fund which are not in accordance with the Annual Operating Budget may only be made with the consent of the Executive Board.

#### C. Capital Improvement Fund

1. Upon approval of the Executive Board, transfers will be made into the Capital Improvement Fund from the Operating Fund.
2. Disbursements from the Capital Improvement Fund may only be made by the FSA with the approval of the Executive Board and the FVCA Board of Directors.

## Section IV. Organization of FSA

### Sport Subcommittee Formation for each sport

A subcommittee shall be formed by the Commissioner responsible for operating a youth sport. Membership in the subcommittee is voluntary and shall not require appointment. The duties of the subcommittee shall include the following:

The Commissioner shall be responsible for coordinating all activities. The Commissioner has responsibility for all activities related to the sport under his authority. Actions taken by the Commissioner may only be reviewed or overturned by the Executive Board of FSA

Develop subcommittee (Division Reps) to delegate various duties of the sport.

- A. Organize and advertise player registration
  - a. Prepare registration forms
  - b. Advertise registration dates
  - c. Collect fees if alternative payment was rendered.
  - d. Verify players address and ages
- B. Purchase
  - a. Uniforms
  - b. Scorebooks
  - c. Awards
  - d. Equipment as needed
- C. Recruit & select and train coaches
  - a. Head Coach is required to complete an annual Background Check
  - b. Conduct Coaches Meetings
  - c. Conduct Coaches training if needed.
- D. Organize tryouts & draft
- E. Schedule practices
- F. Schedule games
  - a. Regular season
  - b. Playoffs
- G. Arrange for pictures
- H. Review and Modify Rules as Necessary, Executive Board Approval Required.

I. Prep, Maintain and Repair Fields/Courts

- a. Nightly and weekly maintenance
- b. Coordinate repairs with approved vendor (needs approval from Executive Board for any amount that exceeds Budget Line Item)
- c. Coordinate installation of improvements.
- d. Coordinate facility use and maintenance schedules.

RP-2016-475270

### Concessions Committee

The Concessions Committee shall be managed by the Concessions Commissioner. The Concession Commissioner shall be appointed by the FSA Board of Commissioners.

Membership in the Concessions Committee is voluntary and shall not require appointment. Duties of the Committee shall include the following:

1. Operation of all concessions for FSA
2. Large Purchases/repairs shall require approval by the FSA Board of Commissioners
3. Purchase all food/drink items as necessary to run the concession stand
4. Deposit money weekly
5. Clean the concession area as needed
6. Coordinate schedule of volunteer workers and communicate the schedule
7. Train concession crew of workers to work shifts on Saturdays who will be paid by FSA

### Team Manager

The Team Manager Coordinator shall be appointed by the Individual Sport Commissioner.

Duties of the Team Manager include:

1. Conduct Team Manager meeting to outline expectations/communications with all parents regarding game schedules, uniforms, practices, snacks and team party
2. Facilitate /assist with Sport commissioner to coordinate the purchase/distribution of the uniforms.
3. Provides information/communication/Assist with Picture Day
4. Works with the Concession Stand Coordinator to provide communications to teams on requirements to cover the concession stand duty
5. Turn in the team sponsorship funds and form to FSA (Teams are responsible for finding the sponsor)
6. Communicate parade course and information surrounding parade and opening day



## Section V Process of Appeals

The Commissioner shall be responsible for coordinating all activities. The Commissioner has responsibility for all activities related to the sport under his authority. Actions taken by the Commissioner may only be reviewed or overturned by the Executive Board of FSA.

If a member has a complaint, they are required to seek resolution starting with their Division Rep or Sport Commissioner if no division reps are appointed. If the complaint is not resolved by the Sport Commissioner, an appeal may be filed with the Executive Board. The Executive Board will only act on the decision of the Sport Commissioner if he erred on a written rule or procedure established.

If a member has a complaint against the Board of Commissioners, then a written notice of complaint shall be filed with the Executive Board. Once the written notice is received by the Executive Board, the Executive Board shall convene to determine the validity of the complaint and answer the complaint to provide resolution. If the complaint is still unresolved, then they may make a formal protest at the FSA monthly meeting. Only if the Executive Board erred on a written rule or procedure, a member may seek relief with the FVCA Board of Directors through the management company.

RP-2016-475270

## Section VI Termination of Program and Removal of Commissioners

### A. Termination of Program

The Board of Directors of the FVCA can terminate the organization of Fairfield Sports giving thirty (30) days written notice to the Chairperson of the Board of Commissioners. The FVCA may terminate the program if a majority of the FVCA Board of Directors votes that terminating the program is in the best interest of the FVCA.

### B. Removal of Commissioner

The Board of Directors of the FVCA can remove any Commissioner at any time. However, the Board may remove a Commissioner only if a majority of the FVCA Board of Directors with the consent of the FSA Executive Board votes that removing such Commissioner is in the best interest of the program.

RP-2016-475270

## Section VII Affiliation

### A. Charter

FSA as required by Fairfield Village Community Association and Fairfield Village South shall apply for and maintain a Primary User Agreement, permitting FSA to have primary usage of:

- Baseball/softball fields and batting cages on the property of the Fairfield Athletic Club located at the 16055 Mason Road, in Cypress, TX
- Roberts Fields located on the property of Central Park at 15015 Heath Green Circle for the purposes of providing space for baseball, softball and soccer to practice.
- Weaver Sports Complex located at 22103 Schiel Road for the purposes of providing space for baseball, softball and soccer to practice.
- Basketball Court within the Fairfield Athletic Club located at 16055 Mason Road Monday-Friday 6:00-10PM and all day Saturday for the purpose of playing Basketball and Volleyball in their respective seasons.

All sports are considered to be **Recreational Sport Leagues** so that all members are eligible to join.

### B. Affiliation

- Individual sports in FSA are not affiliated with any national organization and are considered independent sport leagues.
- Any consideration to affiliate with a national sports association will require approval by the Executive Board as participation could affect the charter with FVCA.
- The individual sports may seek affiliation with other local independent leagues to help provide a competitive association of cooperating leagues when membership does not reach a league minimum of four established teams. Before an affiliation is formed, the executive board needs to be notified (Insurance coverage, logistics, etc.)

### C. Rules and Regulations

The official playing rules and regulations for the individual sports shall be dictated by the sports subcommittee; shall be binding on the sport; and shall be published on FSA website and distributed to the coaches of each team during the coaches meetings prior to the commencement of each season.

Review and modify rules as necessary with the approval of the Executive Board, be amended to address amendments made to rules governing youth sports, safety concerns, or pertinent issues requiring the sport's adoption of a local policy for addressing such issues. Rule changes can be incorporated up until the week of the first game is played. Once league play has begun, NO rule changes will be valid.

The Board of Commissioners shall establish consistent rules within FSA that govern:

- Registration Rules
- Assessments- Identifying Impact Players
- Draft of Players – All sports will conduct a draft each season to establish their team using the player assessment as a guide to distribute the level of talent in the sport.
- End of regular season tie breaker

- Playoff Seeding

Appendix:

FSA Policies

- Risk Management - Head Coach Candidates required getting a background check annually. Offenses that disqualify a candidate
  - Sex Assault on a child
  - Felony assault on a child
  - Protective Orders
- Inclement Weather Policy – Lightning
- Off season use Policy
- Non-FSA Policy -Roberts and Weaver Governance (might be amended by the primary user agreement with FVCA.

Section VIII Amendment

These Bylaws may be amended at any time by a majority vote of the FVCA Board of Directors.

RP-2016-475270  
# Pages 14  
10/20/2016 02:32 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$64.00

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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

RP-2016-475270

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

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- (2) The name of the Association is Fairfield Village Community Association, Inc.;
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  - (a) Trails of Fairfield, Section 1, under Clerk's Film Code No. 397115;
  - (b) Trails of Fairfield, Section 2, under Clerk's Film Code No. 403071;
  - (c) Trails of Fairfield, Section 3, under Clerk's Film Code No. 405143;
  - (d) Trails of Fairfield, Section 4, under Clerk's Film Code No. 413008;
  - (e) Trails of Fairfield, Section 5, under Clerk's Film Code No. 415128;
  - (f) Trails of Fairfield, Section 6, under Clerk's Film Code No. 435136;
  - (g) Trails of Fairfield, Section 7, under Clerk's Film Code No. 437134;
  - (h) Fairfield Chappell Ridge, Section 1, under Clerk's Film Code No. 339129;
  - (i) Fairfield Chappell Ridge, Section 2, under Clerk's Film Code No. 343003;
  - (j) Fairfield Chappell Ridge, Section 3, under Clerk's Film Code No. 345145;
  - (k) Fairfield Chappell Ridge, Section 4, under Clerk's Film Code No. 351024;
  - (l) Lakes of Fairfield, Section 1, under Clerk's Film Code No. 386110;
  - (m) Lakes of Fairfield, Section 2, under Clerk's Film Code No. 401005;
  - (n) Lakes of Fairfield, Section 3, under Clerk's Film Code No. 412059;
  - (o) Fairfield Garden Grove, Section 1, under Clerk's Film Code No. 339127;
  - (p) Fairfield Garden Grove, Section 2, under Clerk's Film Code No. 344085;

- (q) Fairfield Garden Grove, Section 3, under Clerk's Film Code No. 350123;
- (r) Fairfield Garden Grove, Section 4, under Clerk's Film Code No. 354128;
- (s) Fairfield Village West, Section 1, under Clerk's Film Code No. 435132;
- (t) Fairfield Village West, Section 2, under Clerk's Film Code No. 440050;
- (u) Fairfield Village West, Section 3, under Clerk's Film Code No. 445115;
- (v) Fairfield Village West, Section 4, under Clerk's Film Code No. 440054;
- (w) Fairfield Village West, Section 5, under Clerk's Film Code No. 460101;
- (x) Fairfield Village West, Section 6, under Clerk's Film Code No. 487135;
- (y) Fairfield Village West, Section 7, under Clerk's Film Code No. 487139;
- (z) Fairfield Village West, Section 8, under Clerk's Film Code No. 501100;
- (aa) Fairfield Village West, Section 9, under Clerk's Film Code No. 501104;
- (bb) Fairfield Village West, Section 10, under Clerk's Film Code No. 508066;
- (cc) Fairfield Village West, Section 11, under Clerk's Film Code No. 508070;
- (dd) Fairfield Village West, Section 12, under Clerk's Film Code No. 508074;
- (ee) Fairfield Village West, Section 13, under Clerk's Film Code No. 525040;
- (ff) Fairfield Village West, Section 14, under Clerk's Film Code No. 529069;
- (gg) Fairfield Village West, Section 15, under Clerk's Film Code No. 533245;
- (hh) Fairfield Village West, Section 16, under Clerk's Film Code No. 529073;
- (ii) Fairfield Inwood Park, Section 1, under Clerk's Film Code No. 339125;
- (jj) Fairfield Inwood Park, Section 2, under Clerk's Film Code No. 339126;
- (kk) Fairfield Inwood Park, Section 3, under Clerk's Film Code No. 345146;
- (ll) Fairfield Inwood Park, Section 4, under Clerk's Film Code No. 483117;
- (mm) Fairfield Inwood Park, Section 5, under Clerk's Film Code No. 359081;

- (nn) Fairfield Inwood Park, Section 6, under Clerk's Film Code No. 355084;
- (oo) Fairfield Inwood Park, Section 7, under Clerk's Film Code No. 356077;
- (pp) Fairfield Inwood Park, Section 8, under Clerk's Film Code No. 357076;
- (qq) Fairfield Village South, Section 2, under Clerk's Film Code No. 552147;
- (rr) Fairfield Village South, Section 3, under Clerk's Film Code No. 566140;
- (ss) Fairfield Village South, Section 4, under Clerk's Film Code No. 566144;
- (tt) Fairfield Village South, Section 5, under Clerk's Film Code No. 572006;
- (uu) Fairfield Village South, Section 6, under Clerk's Film Code No. 587049;
- (vv) Fairfield Village South, Section 7, under Clerk's Film Code No. 590168;
- (ww) Fairfield Village South, Section 8, under Clerk's Film Code No. 595282;
- (xx) Fairfield Village South, Section 9, under Clerk's Film Code No. 600036;
- (yy) Fairfield Village South, Section 10, under Clerk's Film Code No. 600038;
- (zz) Fairfield Village South, Section 11, under Clerk's Film Code No. 600040;
- (aaa) Fairfield Village South, Section 12, under Clerk's Film Code No. 613038;
- (bbb) Fairfield Village South, Section 13, under Clerk's Film Code No. 616191;
- (ccc) Fairfield Village South, Section 14, under Clerk's Film Code No. 647101;
- (ddd) Fairfield Village South, Section 15, under Clerk's Film Code No. 673126;
- (eee) Fairfield Village South, Section 16, under Clerk's Film Code No. 673129;
- (fff) Fairfield Village South, Section 17, under Clerk's Film Code No. 674724;
- (ggg) Fairfield Village North, Section 1, under Clerk's Film Code No. 572125;
- (hhh) Fairfield Village North, Section 2, under Clerk's Film Code No. 573074;
- (iii) Fairfield Village North, Section 3, under Clerk's Film Code No. 584257;
- (jjj) Fairfield Village North, Section 4, under Clerk's Film Code No. 584261;



- (kkk) Fairfield Village North, Section 5, under Clerk's Film Code No. 592014;
- (lll) Fairfield Village North, Section 6, under Clerk's Film Code No. 593029;
- (mmm) Fairfield Village North, Section 7, under Clerk's Film Code No. 649083;
- (nnn) Fairfield Village North, Section 8, under Clerk's Film Code No. 599186;
- (ooo) Fairfield Village North, Section 9, under Clerk's Film Code No. 603024;
- (ppp) Fairfield Village North, Section 10, under Clerk's Film Code No. 603026;
- (qqq) Fairfield Village North, Section 11, under Clerk's Film Code No. 613035;
- (rrr) Fairfield Village North, Section 12, under Clerk's Film Code No. 616189;
- (sss) Fairfield Village North, Section 13, under Clerk's Film Code No. 623273;
- (ttt) Fairfield Village North, Section 14, under Clerk's Film Code No. 627255;
- (uuu) Fairfield Village North, Section 15, under Clerk's Film Code No. 629209;
- (vvv) Fairfield Village North, Section 16, under Clerk's Film Code No. 643279;
- (www) Fairfield Village North, Section 17, under Clerk's Film Code No. 663096;
- (xxx) Fairfield Village North, Section 18, under Clerk's Film Code No. 650039;

(4) The Declarations are recorded in the Real Property Records of Harris County, Texas, along with any amendments or supplements thereto, as follows:

- (a) Fairfield Declaration of Covenants, Conditions, and Restrictions, under Clerk's File No. L619441;
- (b) Annexation to Declaration for Fairfield, under Clerk's File No. S907514;
- (c) Declaration of Annexation, under Clerk's File No. L623708;
- (d) Annexation to Declaration, under Clerk's File No. M146460;
- (e) Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section 8 and Fairfield Village North Section 13, under Clerk's File No. 20080557450;
- (f) Annexation of Fairfield Village South, Sections 15, 16 and 17, under Clerk's File No. 20150587876;



RP-2016-506032  
# Pages 6  
11/09/2016 08:45 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$32.00

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

RP-2016-506032



**VANDALISM PROSECUTION POLICY**  
*for*  
**FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, Jeanie Stahl, Secretary of Fairfield Village Community Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 18 day of January, 2015, with at least a quorum of the members of the Association's Board of Directors (the "Board") being present and remaining throughout, and being duly authorized to transact business, the following Vandalism Prosecution Policy (the "Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. Pursuant to Article III of the Fairfield Declaration of Covenants, Conditions, and Restrictions, recorded under Clerk's File No. L619441 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration"), the Association has the authority to establish operating procedures, rules, and regulations regarding the Common Area.
2. Pursuant to Section 204.010 of the Texas Property Code, the Board may regulate the use, maintenance, and appearance of the subdivision.
3. Several instances of Vandalism (defined below) causing damage to the Common Area have occurred in the past and, after such instances, the Board deliberated as to whether the Association will seek prosecution of persons suspected of committing acts of Vandalism in the future.
4. The Board of Directors desires to adopt this Policy to notify all interested parties that the Association will seek prosecution of persons suspected of committing acts of Vandalism in all future situations involving acts of Vandalism which cause damage to the Common Area.

**WITNESSETH:**

The Association has established the following Policy regarding acts of Vandalism which cause damage to the Common Area:

**Section 1.     Definitions.**

1.1 "Vandalism" means an intentional or criminal act which causes damage to or the destruction of property.

1.2 All other capitalized terms used in this policy have the same meanings as that ascribed to them in the Declaration unless otherwise defined herein.

**Section 2. Prosecution.**

2.1. If the Common Area is damaged by an act of Vandalism, the Association shall file a complaint with the local police or sheriff department or other appropriate agency.

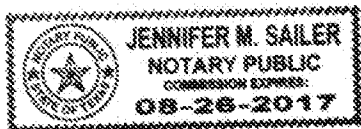
2.2 The Association shall pursue charges, to the fullest extent possible, against any person found by the local police or sheriff department or other appropriate agency to be a suspect in the commission of an act of Vandalism which damages the Common Area.

**Section 3. Damages.**

3.1. The pursuit of charges against a person for an act of Vandalism which causes damage to the Common Area shall be in addition to, not in lieu of, potential civil action against such person for the recovery of all costs incurred to repair the Common Area.

I hereby certify that I am the duly elected and acting Secretary of the Association and that the foregoing Vandalism Prosecution 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 Harris County, Texas.

TO CERTIFY which witness my hand this 18 day of January 2017, ~~2016~~



FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

By: Jeanie Stahl

Print Name: Jeanie Stahl, Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18 day of January, 2016 personally appeared Jeanie Stahl, Secretary of Fairfield Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Jennifer M. Sailer  
Notary Public in and for the State of Texas

Return to:  
Rick S. Butler  
Rick L. Barker  
ROBERTS MARKEL WEINBERG BUTLER HAILEY, PC  
2800 Post Oak Blvd., Suite 5777  
Houston, Texas 77056

RP-2017-39045

RP-2017-39045  
# Pages 4  
01/27/2017 12:28 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$24.00

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

RP-2017-39045

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, files this Property Owners Association Management Certificate, pursuant to §209.004 of the Texas Property Code, to supersede all prior Certificates, as follows:

- (1) The name of the Subdivision is Fairfield;
- (2) The name of the Association is Fairfield Village Community Association, Inc.;
- (3) The Subdivision is recorded in the Real Property Records of Harris County, Texas, along with any amendments, supplements and replats thereto, as follows:
  - (a) Trails of Fairfield, Section 1, under Clerk's Film Code No. 397115;
  - (b) Trails of Fairfield, Section 2, under Clerk's Film Code No. 403071;
  - (c) Trails of Fairfield, Section 3, under Clerk's Film Code No. 405143;
  - (d) Trails of Fairfield, Section 4, under Clerk's Film Code No. 413008;
  - (e) Trails of Fairfield, Section 5, under Clerk's Film Code No. 415128;
  - (f) Trails of Fairfield, Section 6, under Clerk's Film Code No. 435136;
  - (g) Trails of Fairfield, Section 7, under Clerk's Film Code No. 437134;
  - (h) Fairfield Chappell Ridge, Section 1, under Clerk's Film Code No. 339129;
  - (i) Fairfield Chappell Ridge, Section 2, under Clerk's Film Code No. 343003;
  - (j) Fairfield Chappell Ridge, Section 3, under Clerk's Film Code No. 345145;
  - (k) Fairfield Chappell Ridge, Section 4, under Clerk's Film Code No. 351024;
  - (l) Lakes of Fairfield, Section 1, under Clerk's Film Code No. 386110;
  - (m) Lakes of Fairfield, Section 2, under Clerk's Film Code No. 401005;
  - (n) Lakes of Fairfield, Section 3, under Clerk's Film Code No. 412059;
  - (o) Fairfield Garden Grove, Section 1, under Clerk's Film Code No. 339127;
  - (p) Fairfield Garden Grove, Section 2, under Clerk's Film Code No. 344085;



- (q) Fairfield Garden Grove, Section 3, under Clerk's Film Code No. 350123;
- (r) Fairfield Garden Grove, Section 4, under Clerk's Film Code No. 354128;
- (s) Fairfield Village West, Section 1, under Clerk's Film Code No. 435132;
- (t) Fairfield Village West, Section 2, under Clerk's Film Code No. 440050;
- (u) Fairfield Village West, Section 3, under Clerk's Film Code No. 445115;
- (v) Fairfield Village West, Section 4, under Clerk's Film Code No. 440054;
- (w) Fairfield Village West, Section 5, under Clerk's Film Code No. 460101;
- (x) Fairfield Village West, Section 6, under Clerk's Film Code No. 487135;
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- (aa) Fairfield Village West, Section 9, under Clerk's Film Code No. 501104;
- (bb) Fairfield Village West, Section 10, under Clerk's Film Code No. 508066;
- (cc) Fairfield Village West, Section 11, under Clerk's Film Code No. 508070;
- (dd) Fairfield Village West, Section 12, under Clerk's Film Code No. 508074;
- (ee) Fairfield Village West, Section 13, under Clerk's Film Code No. 525040;
- (ff) Fairfield Village West, Section 14, under Clerk's Film Code No. 529069;
- (gg) Fairfield Village West, Section 15, under Clerk's Film Code No. 533245;
- (hh) Fairfield Village West, Section 16, under Clerk's Film Code No. 529073;
- (ii) Fairfield Inwood Park, Section 1, under Clerk's Film Code No. 339125;
- (jj) Fairfield Inwood Park, Section 2, under Clerk's Film Code No. 339126;
- (kk) Fairfield Inwood Park, Section 3, under Clerk's Film Code No. 345146;
- (ll) Fairfield Inwood Park, Section 4, under Clerk's Film Code No. 483117;
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- (qq) Fairfield Village South, Section 2, under Clerk's Film Code No. 552147;
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- (ss) Fairfield Village South, Section 4, under Clerk's Film Code No. 566144;
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- (ww) Fairfield Village South, Section 8, under Clerk's Film Code No. 595282;
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- (zz) Fairfield Village South, Section 11, under Clerk's Film Code No. 600040;
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- (iii) Fairfield Village North, Section 3, under Clerk's Film Code No. 584257;
- (jjj) Fairfield Village North, Section 4, under Clerk's Film Code No. 584261;

- (kkk) Fairfield Village North, Section 5, under Clerk's Film Code No. 592014;
- (lll) Fairfield Village North, Section 6, under Clerk's Film Code No. 593029;
- (mmm) Fairfield Village North, Section 7, under Clerk's Film Code No. 649083;
- (nnn) Fairfield Village North, Section 8, under Clerk's Film Code No. 599186;
- (ooo) Fairfield Village North, Section 9, under Clerk's Film Code No. 603024;
- (ppp) Fairfield Village North, Section 10, under Clerk's Film Code No. 603026;
- (qqq) Fairfield Village North, Section 11, under Clerk's Film Code No. 613035;
- (rrr) Fairfield Village North, Section 12, under Clerk's Film Code No. 616189;
- (sss) Fairfield Village North, Section 13, under Clerk's Film Code No. 623273;
- (ttt) Fairfield Village North, Section 14, under Clerk's Film Code No. 627255;
- (uuu) Fairfield Village North, Section 15, under Clerk's Film Code No. 629209;
- (vvv) Fairfield Village North, Section 16, under Clerk's Film Code No. 643279;
- (www) Fairfield Village North, Section 17, under Clerk's Film Code No. 663096;
- (xxx) Fairfield Village North, Section 18, under Clerk's Film Code No. 650039;

(4) The Declarations are recorded in the Real Property Records of Harris County, Texas, along with any amendments or supplements thereto, as follows:

- (a) Fairfield Declaration of Covenants, Conditions, and Restrictions, under Clerk's File No. L619441;
- (b) Annexation to Declaration for Fairfield, under Clerk's File No. S907514;
- (c) Declaration of Annexation, under Clerk's File No. L623708;
- (d) Annexation to Declaration, under Clerk's File No. M146460;
- (e) Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section 8 and Fairfield Village North Section 13, under Clerk's File No. 20080557450;
- (f) Annexation of Fairfield Village South, Sections 15, 16 and 17, under Clerk's File No. 20150587876;

(g) Amended and Restated Architectural Control Guidelines, under Clerk's File No. RP-2016-122594;

(h) Fairfield Sports Association By-Laws, under Clerk's File No. RP-2016-475270;

(i) Vandalism Prosecution Policy, under Clerk's File No. RP-2017-39045;

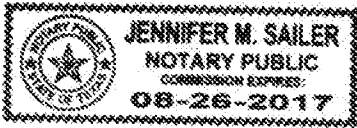
(5) The name and mailing address of the Association is Fairfield Village Community Association, Inc., c/o FirstService Residential, 5295 Hollister Rd., Houston, Texas 77040.

(6) The name and mailing address of the Association's designated representative is FirstService Residential, 5295 Hollister Rd., Houston, Texas 77040.

(7) The phone number to contact the Association's designated representative is (281) 681-2000;

SIGNED THIS 2<sup>nd</sup> DAY OF FEBRUARY, 2017

By: Jeanne Richardson  
Managing Agent for Fairfield Village  
Community Association, Inc.

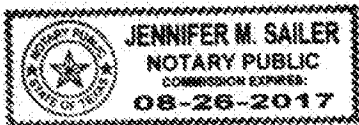


JO ANN RICHARDSON  
Print Name

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned notary public, on this day personally appeared the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 2<sup>nd</sup> day of February, 2017, to certify which witness my hand and official seal.



Jennifer M. Sailer  
Notary Public, State of Texas

RP-2017-49680

RP-2017-49680  
# Pages 6  
02/03/2017 09:18 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$32.00

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.

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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

RP-2017-49680

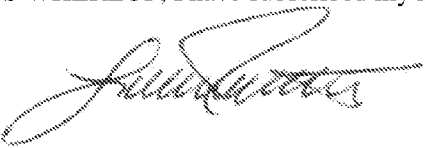
**CERTIFICATION**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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

- (1) I am an Agent for Fairfield Village Community Association, Inc. a Texas non-profit corporation;
- (2) An Instrument titled: “**Tennis Rules**” is attached hereto;
- (3) The property affected by the said Instrument is the Fairfield subdivision, as more particularly described in the instrument recorded in the Real Property Records of Harris County, Texas, under Clerk’s File No. RP-2016-506032, along with any other property brought within the jurisdiction of the Fairfield Village Community Association, Inc. now and in the future;
- (4) The attached Instrument is a true and correct copy of the original.

IN WITNESS WHEREOF, I have subscribed my name on this 15 day of February, 2017.

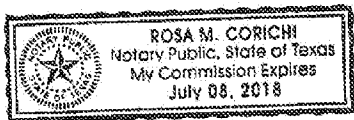
By: 

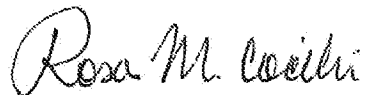
Luke P. Tollett, Agent for Fairfield Village Community Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Agent for Fairfield Village Community Association, Inc., and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 15 day of February, 2017.



  
Notary Public, State of Texas

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

RP-2017-83490

## TENNIS RULES

1. The management shall regulate play on the tennis courts. Members are allotted an hour and a half time slot to play when reserving a tennis court.
2. The tennis courts are to remain locked 24 hours a day 7 days a week.
3. Tennis court keys will only be signed out to residents aged 14 years or older. If you have a child under the age of 14 that wants to play tennis, the parent must sign out the key and supervise the child while on the courts.
4. A membership card is required in order to check out a tennis key from the FAC front desk. If you would like to play tennis when the FAC is closed, special arrangements can be made during normal business hours.
5. Use of the tennis courts is restricted to members, their families and guests. Members must accompany their guest at all times and will be accountable for the conduct of their guest and all damages to the tennis courts that result from inappropriate actions of their guest.
6. All players and guest will observe rules of customary standards of etiquette and behavior.
7. Only smooth sole shoes may be worn. No black soled shoes allowed.
8. No profanity, obscene or abusive language will be tolerated.
9. Racquet throwing is prohibited.
10. **PETS ARE NOT ALLOWED IN THE TENNIS COURT AREA.**
11. Roller blades, skateboards, bicycles, motorized scooters, etc. are not allowed on the tennis courts.
12. No games other than tennis may be played, and only tennis players are allowed on the tennis courts.
13. No food or beverages allowed on the tennis courts. **ONLY PLAIN BOTTLED WATER.**
14. No glass containers, alcohol, tobacco products or smoking is allowed.
15. No unattended children are allowed on the tennis courts.
16. Management is not responsible for any accidents or injuries while using this facility. **USE AT YOUR OWN RISK.**
17. Rule violations or damages will result in suspension of court privileges.
18. **RESERVATIONS ARE STRONGLY ENCOURAGED.** If you cannot make your reservation, please call to cancel it. If it is 15 minutes or more past your court time and you have not shown up, your court may be given to another player.
19. Please be sure all gates are locked when you are finished. If you have any questions, please feel free to call the FAC at 281-373-0834.

RP-2017-83490  
# Pages 3  
02/28/2017 10:40 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$20.00

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

RP-2017-83490



**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, files this Property Owners Association Management Certificate, pursuant to §209.004 of the Texas Property Code, to supersede all prior Certificates, as follows:

- (1) The name of the Subdivision is Fairfield;
- (2) The name of the Association is Fairfield Village Community Association, Inc.;
- (3) The Subdivision is recorded in the Real Property Records of Harris County, Texas, along with any amendments, supplements and replats thereto, as follows:
  - (a) Trails of Fairfield, Section 1, under Clerk's Film Code No. 397115;
  - (b) Trails of Fairfield, Section 2, under Clerk's Film Code No. 403071;
  - (c) Trails of Fairfield, Section 3, under Clerk's Film Code No. 405143;
  - (d) Trails of Fairfield, Section 4, under Clerk's Film Code No. 413008;
  - (e) Trails of Fairfield, Section 5, under Clerk's Film Code No. 415128;
  - (f) Trails of Fairfield, Section 6, under Clerk's Film Code No. 435136;
  - (g) Trails of Fairfield, Section 7, under Clerk's Film Code No. 437134;
  - (h) Fairfield Chappell Ridge, Section 1, under Clerk's Film Code No. 339129;
  - (i) Fairfield Chappell Ridge, Section 2, under Clerk's Film Code No. 343003;
  - (j) Fairfield Chappell Ridge, Section 3, under Clerk's Film Code No. 345145;
  - (k) Fairfield Chappell Ridge, Section 4, under Clerk's Film Code No. 351024;
  - (l) Lakes of Fairfield, Section 1, under Clerk's Film Code No. 386110;
  - (m) Lakes of Fairfield, Section 2, under Clerk's Film Code No. 401005;
  - (n) Lakes of Fairfield, Section 3, under Clerk's Film Code No. 412059;
  - (o) Fairfield Garden Grove, Section 1, under Clerk's Film Code No. 339127;
  - (p) Fairfield Garden Grove, Section 2, under Clerk's Film Code No. 344085;

- (q) Fairfield Garden Grove, Section 3, under Clerk's Film Code No. 350123;
- (r) Fairfield Garden Grove, Section 4, under Clerk's Film Code No. 354128;
- (s) Fairfield Village West, Section 1, under Clerk's Film Code No. 435132;
- (t) Fairfield Village West, Section 2, under Clerk's Film Code No. 440050;
- (u) Fairfield Village West, Section 3, under Clerk's Film Code No. 445115;
- (v) Fairfield Village West, Section 4, under Clerk's Film Code No. 440054;
- (w) Fairfield Village West, Section 5, under Clerk's Film Code No. 460101;
- (x) Fairfield Village West, Section 6, under Clerk's Film Code No. 487135;
- (y) Fairfield Village West, Section 7, under Clerk's Film Code No. 487139;
- (z) Fairfield Village West, Section 8, under Clerk's Film Code No. 501100;
- (aa) Fairfield Village West, Section 9, under Clerk's Film Code No. 501104;
- (bb) Fairfield Village West, Section 10, under Clerk's Film Code No. 508066;
- (cc) Fairfield Village West, Section 11, under Clerk's Film Code No. 508070;
- (dd) Fairfield Village West, Section 12, under Clerk's Film Code No. 508074;
- (ee) Fairfield Village West, Section 13, under Clerk's Film Code No. 525040;
- (ff) Fairfield Village West, Section 14, under Clerk's Film Code No. 529069;
- (gg) Fairfield Village West, Section 15, under Clerk's Film Code No. 533245;
- (hh) Fairfield Village West, Section 16, under Clerk's Film Code No. 529073;
- (ii) Fairfield Inwood Park, Section 1, under Clerk's Film Code No. 339125;
- (jj) Fairfield Inwood Park, Section 2, under Clerk's Film Code No. 339126;
- (kk) Fairfield Inwood Park, Section 3, under Clerk's Film Code No. 345146;
- (ll) Fairfield Inwood Park, Section 4, under Clerk's Film Code No. 483117;
- (mm) Fairfield Inwood Park, Section 5, under Clerk's Film Code No. 359081;

- (nn) Fairfield Inwood Park, Section 6, under Clerk's Film Code No. 355084;
- (oo) Fairfield Inwood Park, Section 7, under Clerk's Film Code No. 356077;
- (pp) Fairfield Inwood Park, Section 8, under Clerk's Film Code No. 357076;
- (qq) Fairfield Village South, Section 2, under Clerk's Film Code No. 552147;
- (rr) Fairfield Village South, Section 3, under Clerk's Film Code No. 566140;
- (ss) Fairfield Village South, Section 4, under Clerk's Film Code No. 566144;
- (tt) Fairfield Village South, Section 5, under Clerk's Film Code No. 572006;
- (uu) Fairfield Village South, Section 6, under Clerk's Film Code No. 587049;
- (vv) Fairfield Village South, Section 7, under Clerk's Film Code No. 590168;
- (ww) Fairfield Village South, Section 8, under Clerk's Film Code No. 595282;
- (xx) Fairfield Village South, Section 9, under Clerk's Film Code No. 600036;
- (yy) Fairfield Village South, Section 10, under Clerk's Film Code No. 600038;
- (zz) Fairfield Village South, Section 11, under Clerk's Film Code No. 600040;
- (aaa) Fairfield Village South, Section 12, under Clerk's Film Code No. 613038;
- (bbb) Fairfield Village South, Section 13, under Clerk's Film Code No. 616191;
- (ccc) Fairfield Village South, Section 14, under Clerk's Film Code No. 647101;
- (ddd) Fairfield Village South, Section 15, under Clerk's Film Code No. 673126;
- (eee) Fairfield Village South, Section 16, under Clerk's Film Code No. 673129;
- (fff) Fairfield Village South, Section 17, under Clerk's Film Code No. 674724;
- (ggg) Fairfield Village North, Section 1, under Clerk's Film Code No. 572125;
- (hhh) Fairfield Village North, Section 2, under Clerk's Film Code No. 573074;
- (iii) Fairfield Village North, Section 3, under Clerk's Film Code No. 584257;
- (jjj) Fairfield Village North, Section 4, under Clerk's Film Code No. 584261;

- (kkk) Fairfield Village North, Section 5, under Clerk's Film Code No. 592014;
- (lll) Fairfield Village North, Section 6, under Clerk's Film Code No. 593029;
- (mmm) Fairfield Village North, Section 7, under Clerk's Film Code No. 649083;
- (nnn) Fairfield Village North, Section 8, under Clerk's Film Code No. 599186;
- (ooo) Fairfield Village North, Section 9, under Clerk's Film Code No. 603024;
- (ppp) Fairfield Village North, Section 10, under Clerk's Film Code No. 603026;
- (qqq) Fairfield Village North, Section 11, under Clerk's Film Code No. 613035;
- (rrr) Fairfield Village North, Section 12, under Clerk's Film Code No. 616189;
- (sss) Fairfield Village North, Section 13, under Clerk's Film Code No. 623273;
- (ttt) Fairfield Village North, Section 14, under Clerk's Film Code No. 627255;
- (uuu) Fairfield Village North, Section 15, under Clerk's Film Code No. 629209;
- (vvv) Fairfield Village North, Section 16, under Clerk's Film Code No. 643279;
- (www) Fairfield Village North, Section 17, under Clerk's Film Code No. 663096;
- (xxx) Fairfield Village North, Section 18, under Clerk's Film Code No. 650039;

(4) The Declarations are recorded in the Real Property Records of Harris County, Texas, along with any amendments or supplements thereto, as follows:

- (a) Fairfield Declaration of Covenants, Conditions, and Restrictions, under Clerk's File No. L619441;
- (b) Annexation to Declaration for Fairfield, under Clerk's File No. S907514;
- (c) Declaration of Annexation, under Clerk's File No. L623708;
- (d) Annexation to Declaration, under Clerk's File No. M146460;
- (e) Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section 8 and Fairfield Village North Section 13, under Clerk's File No. 20080557450;
- (f) Annexation of Fairfield Village South, Sections 15, 16 and 17, under Clerk's File No. 20150587876;

(g) Amended and Restated Architectural Control Guidelines, under Clerk's File No. RP-2016-122594;

(h) Fairfield Sports Association By-Laws, under Clerk's File No. RP-2016-475270;

(i) Vandalism Prosecution Policy, under Clerk's File No. RP-2017-39045;

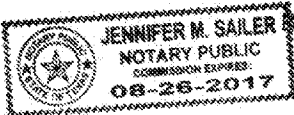
(j) Tennis Rules, under Clerk's File No. RP-2017-83490;

(5) The name and mailing address of the Association is Fairfield Village Community Association, Inc., c/o FirstService Residential, 5295 Hollister Rd., Houston, Texas 77040.

(6) The name and mailing address of the Association's designated representative is FirstService Residential, 5295 Hollister Rd., Houston, Texas 77040.

(7) The phone number to contact the Association's designated representative is (281) 681-2000;

SIGNED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2017



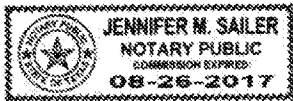
By: Golden Richards  
Managing Agent for Fairfield Village  
Community Association, Inc.

SO ANN RICHARDSON  
Print Name

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this day personally appeared the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

February SUBSCRIBED AND SWORN TO BEFORE ME on this the 28<sup>th</sup> day of February, 2017, to certify which witness my hand and official seal.



Jennifer M. Sailer  
Notary Public, State of Texas

RP-2017-84904

RP-2017-84904  
# Pages 6  
02/28/2017 02:33 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$32.00

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

RP-2017-84904

PROPERTY OWNERS' ASSOCIATION  
MANAGEMENT CERTIFICATE  
FOR  
FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the Managing Agent of Fairfield Central Neighborhood Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas ("Association"), submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously filed by the Association:

1. **Name of Subdivisions:** The names of the subdivisions are Fairfield Village West, also known as Bradford Creek, Garden Grove, and Chappell Ridge.
2. **Name of Property Owners' Association:** The name of the Association is Fairfield Central Neighborhood Association, Inc.
3. **Recording Data for the Subdivisions:**
  - a. **The Bradford Creek Properties.**
    - i. Fairfield Village West, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 435132 of the Map Records of Harris County, Texas;
    - ii. Fairfield Village West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440050 of the Map Records of Harris County, Texas;
    - iii. Fairfield Village West, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 440054 of the Map Records of Harris County, Texas;
    - iv. Fairfield Village West, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487135 of the Map Records of Harris County, Texas;
    - v. Fairfield Village West, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 487139 of the Map Records of Harris County, Texas;
    - vi. Fairfield Village West, Section Ten (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508066 of the Map Records of Harris County, Texas;

RP-2019-39005

- vii. Fairfield Village West, Section Eleven (11), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 508070 of the Map Records of Harris County, Texas;
- viii. Fairfield Village West, Section Thirteen (13), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 525040 of the Map Records of Harris County, Texas;
- ix. Fairfield Village West, Section Fourteen (14), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 529069 of the Map Records of Harris County, Texas; and
- x. Fairfield Village West, Section Fifteen (15), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 533245 of the Map Records of Harris County, Texas.

b. The Garden Grove Properties.

- i. Fairfield Garden Grove, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 127, of the Map Records of Harris County, Texas;
- ii. Fairfield Garden Grove, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 344, Page 85, of the Map Records of Harris County, Texas;
- iii. Fairfield Garden Grove, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 350123 of the Map Records of Harris County, Texas; and
- iv. Fairfield Garden Grove, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 354128 of the Map Records of Harris County, Texas.

c. The Chappell Ridge Properties.

- i. Fairfield Chappell Ridge, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 339, Page 129, of the Map Records of Harris County, Texas;
- ii. Fairfield Chappell Ridge, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 343, Page 3, of the Map Records of Harris County, Texas;
- iii. Fairfield Chappell Ridge, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof



recorded in Volume 345, Page 145, of the Map Records of Harris County, Texas; and

- iv. Fairfield Chappell Ridge, Section Four (4), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 351024 of the Map Records of Harris County, Texas.

4. **Recording Data for the Declarations:**

a. **The Bradford Creek Properties.**

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (2) Annexation of Fairfield Village West, Section Four (4), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (3) Annexation of Fairfield Village West, Section Six (6), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (4) Annexation of Fairfield Village West, Section Seven (7), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (5) Annexation of Fairfield Village West, Section Ten (10), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (6) Annexation of Fairfield Village West, Section Eleven (11), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (7) Annexation of Fairfield Village West, Section Thirteen (13), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek;
- (8) Annexation of Fairfield Village West, Section Fourteen (14), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek; and
- (9) Annexation of Fairfield Village West, Section Fifteen (15), to Declaration of Covenants, Conditions and Restrictions for Bradford Creek.

ii. Recording Information:

- (1) Harris County Clerk's File No. U371347;
- (2) Harris County Clerk's File No. U690097;
- (3) Harris County Clerk's File No. V362825;
- (4) Harris County Clerk's File No. V362826;
- (5) Harris County Clerk's File No. V764246;
- (6) Harris County Clerk's File No. W303040;
- (7) Harris County Clerk's File No. W868626;
- (8) Harris County Clerk's File No. W868627; and
- (9) Harris County Clerk's File No. W868628, respectively.

b. The Garden Grove Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Garden Grove, Section One (1);
- (2) Annexation to Declaration for Fairfield Garden Grove, Section Two (2);
- (3) Annexation to Declaration for Fairfield Garden Grove, Section Three (3); and
- (4) Correction Annexation to Declaration for Fairfield Garden Grove, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619438;
- (2) Harris County Clerk's File No. M469412;
- (3) Harris County Clerk's File No. N597179; and
- (4) Harris County Clerk's File No. P315453, respectively.

c. The Chappell Ridge Properties.

i. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Fairfield Chappell Ridge, Section One (1);
- (2) Annexation to Declaration for Fairfield Chappell Ridge, Section Two (2);
- (3) Annexation to Declaration for Fairfield Chappell Ridge, Section Three (3); and
- (4) Annexation to Declaration for Fairfield Chappell Ridge, Section Four (4).

ii. Recording Information:

- (1) Harris County Clerk's File No. L619439;
- (2) Harris County Clerk's File No. H127857;
- (3) Harris County Clerk's File No. M797539; and
- (4) Harris County Clerk's File No. N597180, respectively.

5. The name and mailing address of the Association is: Fairfield Central Neighborhood Association, Inc. c/o FirstService Residential, 1330 Enclave Parkway, Ste. 425, Houston, Texas 77077;
6. The name and mailing address of the Association's designated representative is: FirstService Residential, 1330 Enclave Parkway, Ste. 425, Houston, Texas 77077;
7. The phone number of the Association's designated representative is: (713) 932-1122.

RP-2019-39005

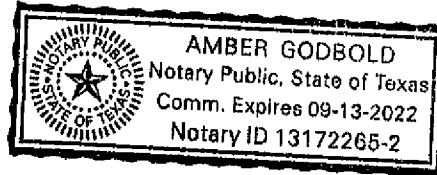
SIGNED THIS 9<sup>th</sup> DAY OF JANUARY, 2019.

By: *C Sly*  
Managing Agent for the Fairfield Central Neighborhood Association, Inc.

CHARLES ELY  
Print Name

STATE OF TEXAS

§  
§  
§



COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this the 9 day of January, 2019.

*Amber Godbold*  
Notary Public, State of Texas

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

RP-2019-39005

RP-2019-39005  
# Pages 6  
01/30/2019 12:15 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$32.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-39005


**CERTIFICATION**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

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

- (1) I am an Agent for Fairfield Village Community Association, Inc. a Texas non-profit corporation;
- (2) An Instrument titled: **“Agreement (Relating to the Reciprocal Use of Water Amenities in Fairfield)”**, is attached hereto;
- (3) The property affected by the said Instrument is the Fairfield subdivision, as more particularly described in the instrument recorded in the Real Property Records of Harris County, Texas, under Clerk’s File No. RP-2016-506032, along with any other property brought within the jurisdiction of the Fairfield Village Community Association, Inc. now and in the future;
- (4) The attached Instrument is a true and correct copy of the original provided by the Association.

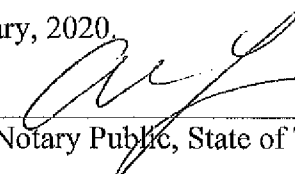
IN WITNESS WHEREOF, I have subscribed my name on this 15<sup>th</sup> day of January, 2020.

By:   
Luke P. Tollett, Agent for Fairfield Village Community Association, Inc.

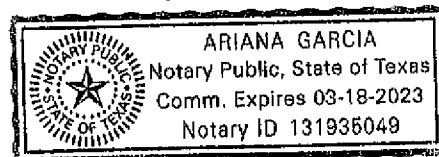
STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Agent for Fairfield Village Community Association, Inc., and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this 13<sup>th</sup> day of January, 2020

  
Notary Public, State of Texas

**E-Recorded By:**  
HOLT & YOUNG, P.C.  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024



RP-2020-17805

**AGREEMENT**  
**(Relating to the Reciprocal Use of Water Amenities in Fairfield)**

THIS AGREEMENT is made and entered into by and between Fairfield Village Community Association, Inc. (the "**Village**"), Fairfield Central Neighborhood Association, Inc. ("**Central**"), Fairfield Inwood Park Neighborhood Association, Inc. ("**Inwood Park**"), Lakes of Fairfield Neighborhood Association, Inc. ("**Lakes**"), Trails of Fairfield Neighborhood Association, Inc. ("**Trails**"), and Fairfield Village South Neighborhood Association, Inc. ("**South**"), to be effective as provided below.

**RECITALS:**

1. With the exception of the Village, each of the parties to this Agreement (collectively referred to herein as "**Neighborhood Associations**" and sometimes individually referred to herein as a "**Neighborhood Association**") is a property owners' association having jurisdiction over properties that are a part of and are within that certain residential subdivision in Harris County, Texas commonly known as "**Fairfield**". The Village is a property owners' association having jurisdiction over all of the properties comprising Fairfield, including the properties under the jurisdiction of the Neighborhood Associations.

2. Each of the parties to this Agreement desires to enter into an agreement to enable the owners and occupants of residential lots under the jurisdiction of such party to use swimming pools and splash pads owned and operated by the other parties to this Agreement, on a reciprocal basis.

3. The parties also desire to address the maintenance and repair of the swimming pools and splash pads covered by this Agreement, as well as lifeguard and janitorial services to be provided at each swimming pool.

**WITNESSETH:**

For and in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. **Use of Swimming Pools and Splash Pads.** The owner or occupant of a residential lot under the jurisdiction of a particular Neighborhood Association shall have the right to use any swimming pool, splash pad and related amenities owned by any other Neighborhood Association. As used herein, "**related amenities**" includes the restrooms at a swimming pool or splash pad but excludes the clubhouse, if any. In addition, the owner or occupant of a residential lot within Fairfield Village North, Sections Eight (8) and Thirteen (13) (subdivisions under the jurisdiction of the Village, but not under the jurisdiction of any of the Neighborhood Associations) (the "**Patio Homes**") shall have the right to use any swimming pool, splash pad and related amenities owned by any of the Neighborhood Associations.

2. **Assessments.** All assessments and related charges levied by a Neighborhood Association against a lot under the jurisdiction of that Neighborhood Association, as well as any assessments and related charges levied against the lot by the Village, must be paid; if not paid, the right of the owner or occupant of the lot to use a swimming pool, splash pad and related amenities of a Neighborhood Association and the Village are subject to being suspended upon proper notice as provided by law. Likewise, all assessments and related charges levied by the Village against a lot in the Patio Homes must be paid; if not paid, the right of the owner or occupant of the lot in the Patio Homes to use the swimming pool, splash pad and related

amenities of a Neighborhood Association and the Village are subject to being suspended upon proper notice as provided by law.

3. **Lifeguard and Janitorial Services.** Some of the swimming pools covered by this Agreement may be "swim at your own risk" pools, meaning there is no lifeguard on duty during the periods in which such a swimming pool is available for use. With the exception of any "swim at your own risk" swimming pool, the Village shall engage a contractor to provide lifeguard services for the swimming pools it owns and for the swimming pools owned by each of the Neighborhood Associations. The Village shall also engage a contractor to provide janitorial services for the bathrooms and other facilities at its swimming pools and the swimming pools and splash pads (if any) owned by each of the Neighborhood Associations. The cost of such services shall be borne by the Village. Each contractor engaged by the Village to provide lifeguard or janitorial services shall be required to maintain liability and workers' compensation insurance at all times during which the agreement between the Village and such contractor is in effect. Any dispute or controversy relating to the lifeguard or janitorial services provided at a swimming pool or splash pad owned by any of the Neighborhood Associations shall be addressed by the Village, as the party having the contractual relationship with the contractor. In addition, the Village shall make all decisions regarding the engagement or termination of a contractor and the terms and conditions of the agreement between the parties.

4. **Maintenance and Repair.** Each party to this Agreement shall be responsible for the maintenance and repair of the swimming pool(s), splash pad(s), and related amenities it owns at its sole cost and expense. Each party is obligated to maintain its swimming pool(s), splash pad(s) and related facilities in a good and functioning condition.

5. **Patio Homes.** Since there is no swimming pool or splash pad within the Patio Homes, the Village agrees to pay to the Neighborhood Associations an annual sum to help defray costs associated with the maintenance and repair of the swimming pools and splash pads owned by the Neighborhood Associations. The annual sum shall be equal to the product of the number of lots within the Patio Homes times \$25.00; provided that, the amount per lot may be adjusted by the Village as deemed necessary and appropriate based upon increases in maintenance and repair costs. The annual sum shall be paid to the Neighborhood Associations on the first day of \_\_\_\_\_ of each year and shall be apportioned among the Neighborhood Associations as follows:

Central:	1/3 of the total amount
South:	1/3 of the total amount
Inwood:	1/6 of the total amount
Lakes and Trails:	1/6 of the total amount

The annual sum paid by the Village to the Neighborhood Associations shall be paid out of funds assessed by the Village against the lots within the Patio Homes for that purpose.

6. **Additional Patio Homes.** If additional land is developed and subjected to the provisions of the "Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section Eight (8), and Fairfield Village North, Section Thirteen (13)", the lots within such additional land shall be included in this Agreement as Patio Homes, thereby entitling the owners or occupants of such lots to use all of the swimming pools and splash pads owned by the Neighborhood Associations and increasing the annual sum payable by the Village to the Neighborhood Associations on the basis of the number of additional lots. If additional land is developed and subjected to a separate declaration of covenants, conditions and restrictions, but under the same concept as Fairfield Village North,

Sections Eight (8) through Thirteen (13), (i.e., under the jurisdiction of the Village but not under the jurisdiction of a Neighborhood Association), the lots within such additional land shall be included in this Agreement as Patio Homes, thereby entitling the owners or occupants or such lots to use all of the swimming pools and splash pads owned by the Neighborhood Associations and increasing the annual sum payable by the Village to the Neighborhood Associations on the basis of the number of additional lots.

7. **Termination.** This Agreement shall become effective upon execution by all parties and shall continue in effect until terminated in accordance with the provisions of this paragraph. This Agreement may be terminated upon the written agreement of any one of the following combinations of parties:

- a. Central and South;
- b. Central and Inwood Park, Lakes, and Trails; or
- c. South and Inwood Park, Lakes, and Trails.

A decision by any party to terminate this Agreement must be based upon a vote of not less than a majority of the Board of Directors of that party at a meeting duly called for that purpose. Provided that, notwithstanding the agreement of parties to terminate, the Agreement shall remain in effect until the terms of the contracts between the Village and the lifeguard services contractor and the janitorial services contractor have expired or, if the Village may sooner terminate such contracts, until the effective date of termination, whichever date is earlier. If parties agree to terminate this Agreement and the Village has the authority to terminate the contracts with the lifeguard services contractor and the janitorial services contractor prior to the expiration of the terms, the Village shall have the obligation to promptly terminate the contracts with the lifeguard services contractor and the janitorial services contractor.

8. **Modification.** No modification of this Agreement shall be effective except by an instrument in writing signed by all parties.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas.

Executed on the date(s) set forth below, to be effective upon execution by all parties.

FAIRFIELD VILLAGE COMMUNITY  
ASSOCIATION, INC.

Date: Nov. 6, 2013

By: Brian Roberts  
Print Name: BRIAN ROBERTS  
Its: HOA PRESIDENT

FAIRFIELD CENTRAL NEIGHBORHOOD  
ASSOCIATION, INC.

Date: Oct. 29, 2013

By: Louis H. Iselin  
Print Name: Louis H. Iselin  
Its: President



RP-2020-17805

FAIRFIELD INWOOD PARK NEIGHBORHOOD  
ASSOCIATION, INC.

Date: 11/6/13

By: Billy Sutton  
Print Name: BILLY SUTTON  
Its: NEIGHBORHOOD PRESIDENT

LAKES OF FAIRFIELD NEIGHBORHOOD  
ASSOCIATION, INC.

Date: 11-11-13

By: Francis Hahl  
Print Name: Francis Hahl  
Its: Director

TRAILS OF FAIRFIELD NEIGHBORHOOD  
ASSOCIATION, INC.

Date: 10-29-13

By: Brian Roberts  
Print Name: BRIAN ROBERTS  
Its: NEIGHBORHOOD PRESIDENT

FAIRFIELD VILLAGE SOUTH NEIGHBORHOOD  
ASSOCIATION, INC.

Date: 10/30/13

By: [Signature]  
Print Name: PA FITEPATTAO  
Its: PRESIDENT

246439

RP-2020-17805  
# Pages 6  
01/14/2020 10:56 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$32.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2020-17805

**FAIRFIELD CENTRAL NEIGHBORHOOD ASSOCIATION, INC.**  
**DELINQUENT ASSESSMENT AND COMMON AREA USE REGULATION**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, Fairfield Central Neighborhood Association, Inc., a Texas nonprofit corporation (the "FCNA"), is the governing entity for the Fairfield Village West Sections 1 - 16, Chappell Ridge Sections 1 - 4, and Garden Grove Sections 1 - 4, subdivisions located within the Fairfield Subdivisions, as set forth in the Property Owners' Association Management Certificate for Fairfield Central Neighborhood Association, Inc. filed of record in the Real Property Records of Harris County, Texas, under Clerk's File No. RP-2019-39005, along with any additional land annexed into the jurisdiction of the FCNA (the "Fairfield Central Subdivisions"); and

WHEREAS, the Fairfield Central Subdivisions make up part of the Fairfield Village Community Association, Inc. as set forth in the Property Owners Association Management Certificate for Fairfield Village Community Association, Inc. (the "FVCA") filed of record in the Real Property Records of Harris County, Texas, under Clerk's File No. RP-2016-506032, along with any additional land annexed into the jurisdiction of the FVCA (the "Fairfield Subdivisions"); and

WHEREAS, the Fairfield Central Subdivisions are in relevant part governed by each subdivision's respective Declaration of Covenants, Conditions and Restrictions, as set forth in the Property Owners' Association Management Certificate for Fairfield Central Neighborhood Association, Inc. filed of record in the Real Property Records of Harris County, Texas, under Clerk's File No. RP-2019-39005, along with any amendments and supplements thereto (the "Declarations"); and

WHEREAS, the FCNA Bylaws are recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. ER041371548, along with any amendments and supplements thereto (the "Bylaws"); and,

WHEREAS, the Declarations grant the FCNA authority to establish rules and regulations for the administration and operation of each respective subdivision; and

WHEREAS, Article III, Section 20. Powers., (f), of the Bylaws authorizes the FCNA to make and amend rules and regulations for the Association; and

WHEREAS the FCNA's Board of Directors wish to create regulation governing the use of its Common Areas and Association Facilities with respect to delinquent assessments;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the FCNA hereby adopts, establishes and imposes on the Fairfield Central Subdivisions, the following Delinquent Assessment and Common Area Use Regulation:

RP-2020-132668

**DELINQUENT ASSESSMENT AND COMMON AREA USE REGULATION**

All assessments or other charges levied by FCNA against a lot under the jurisdiction of FCNA, as well as any assessments or other charges levied against the lot by the FVCA, must be paid; and if delinquent, the right of the owner or occupant of the lot to use the Common Area subject to the jurisdiction of the FCNA may be suspended upon proper notice as provided by law.

**CERTIFICATION**

"I, the undersigned, being a Director of Fairfield Central Neighborhood Association, Inc., hereby certify that the foregoing was adopted by at least a majority of the Association's Directors at an open meeting of the Directors, properly noticed to the Association's members, at which a quorum of Directors was present."

By: *Louis H. Iselin*

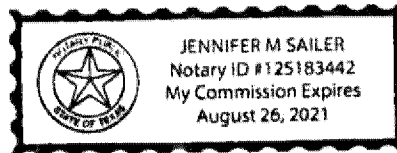
Print Name: *Louis H. Iselin*

Title: *Director/President*

STATE OF TEXAS

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COUNTY OF HARRIS



BEFORE ME, the undersigned authority, on this *16* day of *March*, 2020, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they signed it with the authority and for the purposes expressed therein.

*Jennifer M Sailer*  
Notary Public, State of Texas

RP-2020-132668

RP-2020-132668  
# Pages 3  
03/24/2020 10:40 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$20.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2020-132668

**FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.  
DELINQUENT ASSESSMENT AND COMMON AREA USE REGULATION**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, Fairfield Village Community Association, Inc., a Texas nonprofit corporation (the "FVCA"), is the governing entity for the Fairfield subdivisions as set forth in the Property Owners Association Management Certificate for Fairfield Village Community Association, Inc. filed of record in the Real Property Records of Harris County, Texas, under Clerk's File No. RP-2016-506032, along with any additional land annexed into the jurisdiction of the FVCA (the "Fairfield Subdivisions"); and

WHEREAS, the Fairfield Subdivisions are in relevant part governed by the Fairfield Declaration of Covenants, Conditions and Restrictions, recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. L619441, along with any amendments and supplements thereto (the "Declaration"); and

WHEREAS, the FVCA Bylaws are recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. RP-2019-56712, along with any amendments and supplements thereto (the "Bylaws"); and,

WHEREAS, Section III. Property Rights, 1. Members' Easement of Enjoyment., a., of the Declaration authorizes the FVCA to establish operating procedures, rules, and regulations for the use of the Common Area; and

WHEREAS, Section VI. Powers and Duties of the Board of Directors, 1. Powers, a., of the Bylaws authorizes the FVCA to promulgate rules and regulations with respect to managing the Common Area and Association facilities and their use; and

WHEREAS the FVCA's Board of Directors wish to create regulation governing the use of its Common Areas and Association Facilities with respect to delinquent assessments;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the FVCA hereby adopts, establishes and imposes on the Fairfield Subdivisions, the following Delinquent Assessment and Common Area Use Regulation:

**DELINQUENT ASSESSMENT AND COMMON AREA USE REGULATION**

All assessments and or other charges levied by any particular subdivision located within the Fairfield Subdivisions against a lot under the jurisdiction of said subdivision, as well as any assessments and or other charges levied against the lot by the FCVA, must be paid; and if delinquent, the right of the owner or occupant of the lot to use the Common Area subject to the jurisdiction of the FVCA may be suspended upon proper notice as provided by law.

RP-2020-374348

**CERTIFICATION**

“I, the undersigned, being a Director of Fairfield Village Community Association, Inc., hereby certify that the foregoing was adopted by at least a majority of the Association’s Directors at an open meeting of the Directors, properly noticed to the Association’s members, at which a quorum of Directors was present.”

By: Sally Sutton

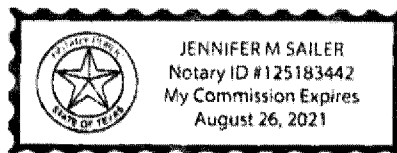
Print Name: Billy SUTTON

Title: President

STATE OF TEXAS

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COUNTY OF HARRIS



BEFORE ME, the undersigned authority, on this 12<sup>th</sup> day of August, 2020, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they signed it with the authority and for the purposes expressed therein.

Jennifer M Sailer  
Notary Public, State of Texas

RP-2020-374348

RP-2020-374348  
# Pages 3  
08/17/2020 07:05 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
CHRIS HOLLINS  
COUNTY CLERK  
Fees \$22.00

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.



COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2020-374348



**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR  
FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

FAIRFIELD VILLAGE COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, files this Property Owners Association Management Certificate, pursuant to §209.004 of the Texas Property Code, to supersede all prior Certificates, as follows:

- (1) The name of the Subdivision is Fairfield;
- (2) The name of the Association is Fairfield Village Community Association, Inc.;
- (3) The Subdivision is recorded in the Real Property Records of Harris County, Texas, along with any amendments, supplements and replats thereto, as follows:
  - (a) Trails of Fairfield, Section 1, under Clerk's Film Code No. 397115;
  - (b) Trails of Fairfield, Section 2, under Clerk's Film Code No. 403071;
  - (c) Trails of Fairfield, Section 3, under Clerk's Film Code No. 405143;
  - (d) Trails of Fairfield, Section 4, under Clerk's Film Code No. 413008;
  - (e) Trails of Fairfield, Section 5, under Clerk's Film Code No. 415128;
  - (f) Trails of Fairfield, Section 6, under Clerk's Film Code No. 435136;
  - (g) Trails of Fairfield, Section 7, under Clerk's Film Code No. 437134;
  - (h) Fairfield Chappell Ridge, Section 1, under Clerk's Film Code No. 339129;
  - (i) Fairfield Chappell Ridge, Section 2, under Clerk's Film Code No. 343003;
  - (j) Fairfield Chappell Ridge, Section 3, under Clerk's Film Code No. 345145;
  - (k) Fairfield Chappell Ridge, Section 4, under Clerk's Film Code No. 351024;
  - (l) Lakes of Fairfield, Section 1, under Clerk's Film Code No. 386110;
  - (m) Lakes of Fairfield, Section 2, under Clerk's Film Code No. 401005;
  - (n) Lakes of Fairfield, Section 3, under Clerk's Film Code No. 412059;
  - (o) Fairfield Garden Grove, Section 1, under Clerk's Film Code No. 339127;

- (p) Fairfield Garden Grove, Section 2, under Clerk's Film Code No. 344085;
- (q) Fairfield Garden Grove, Section 3, under Clerk's Film Code No. 350123;
- (r) Fairfield Garden Grove, Section 4, under Clerk's Film Code No. 354128;
- (s) Fairfield Village West, Section 1, under Clerk's Film Code No. 435132;
- (t) Fairfield Village West, Section 2, under Clerk's Film Code No. 440050;
- (u) Fairfield Village West, Section 3, under Clerk's Film Code No. 445115;
- (v) Fairfield Village West, Section 4, under Clerk's Film Code No. 440054;
- (w) Fairfield Village West, Section 5, under Clerk's Film Code No. 460101;
- (x) Fairfield Village West, Section 6, under Clerk's Film Code No. 487135;
- (y) Fairfield Village West, Section 7, under Clerk's Film Code No. 487139;
- (z) Fairfield Village West, Section 8, under Clerk's Film Code No. 501100;
- (aa) Fairfield Village West, Section 9, under Clerk's Film Code No. 501104;
- (bb) Fairfield Village West, Section 10, under Clerk's Film Code No. 508066;
- (cc) Fairfield Village West, Section 11, under Clerk's Film Code No. 508070;
- (dd) Fairfield Village West, Section 12, under Clerk's Film Code No. 508074;
- (ee) Fairfield Village West, Section 13, under Clerk's Film Code No. 525040;
- (ff) Fairfield Village West, Section 14, under Clerk's Film Code No. 529069;
- (gg) Fairfield Village West, Section 15, under Clerk's Film Code No. 533245;
- (hh) Fairfield Village West, Section 16, under Clerk's Film Code No. 529073;
- (ii) Fairfield Inwood Park, Section 1, under Clerk's Film Code No. 339125;
- (jj) Fairfield Inwood Park, Section 2, under Clerk's Film Code No. 339126;
- (kk) Fairfield Inwood Park, Section 3, under Clerk's Film Code No. 345146;
- (ll) Fairfield Inwood Park, Section 4, under Clerk's Film Code No. 483117;

- (mm) Fairfield Inwood Park, Section 5, under Clerk's Film Code No. 359081;
- (nn) Fairfield Inwood Park, Section 6, under Clerk's Film Code No. 355084;
- (oo) Fairfield Inwood Park, Section 7, under Clerk's Film Code No. 356077;
- (pp) Fairfield Inwood Park, Section 8, under Clerk's Film Code No. 357076;
- (qq) Fairfield Village South, Section 2, under Clerk's Film Code No. 552147;
- (rr) Fairfield Village South, Section 3, under Clerk's Film Code No. 566140;
- (ss) Fairfield Village South, Section 4, under Clerk's Film Code No. 566144;
- (tt) Fairfield Village South, Section 5, under Clerk's Film Code No. 572006;
- (uu) Fairfield Village South, Section 6, under Clerk's Film Code No. 587049;
- (vv) Fairfield Village South, Section 7, under Clerk's Film Code No. 590168;
- (ww) Fairfield Village South, Section 8, under Clerk's Film Code No. 595282;
- (xx) Fairfield Village South, Section 9, under Clerk's Film Code No. 600036;
- (yy) Fairfield Village South, Section 10, under Clerk's Film Code No. 600038;
- (zz) Fairfield Village South, Section 11, under Clerk's Film Code No. 600040;
- (aaa) Fairfield Village South, Section 12, under Clerk's Film Code No. 613038;
- (bbb) Fairfield Village South, Section 13, under Clerk's Film Code No. 616191;
- (ccc) Fairfield Village South, Section 14, under Clerk's Film Code No. 647101;
- (ddd) Fairfield Village South, Section 15, under Clerk's Film Code No. 673126;
- (eee) Fairfield Village South, Section 16, under Clerk's Film Code No. 673129;
- (fff) Fairfield Village South, Section 17, under Clerk's Film Code No. 674724;
- (ggg) Fairfield Village North, Section 1, under Clerk's Film Code No. 572125;
- (hhh) Fairfield Village North, Section 2, under Clerk's Film Code No. 573074;
- (iii) Fairfield Village North, Section 3, under Clerk's Film Code No. 584257;

- (jji) Fairfield Village North, Section 4, under Clerk’s Film Code No. 584261;
- (kkk) Fairfield Village North, Section 5, under Clerk’s Film Code No. 592014;
- (lll) Fairfield Village North, Section 6, under Clerk’s Film Code No. 593029;
- (mmm)Fairfield Village North, Section 7, under Clerk’s Film Code No. 649083;
- (nnn) Fairfield Village North, Section 8, under Clerk’s Film Code No. 599186;
- (ooo) Fairfield Village North, Section 9, under Clerk’s Film Code No. 603024;
- (ppp) Fairfield Village North, Section 10, under Clerk’s Film Code No. 603026;
- (qqq) Fairfield Village North, Section 11, under Clerk’s Film Code No. 613035;
- (rrr) Fairfield Village North, Section 12, under Clerk’s Film Code No. 616189;
- (sss) Fairfield Village North, Section 13, under Clerk’s Film Code No. 623273;
- (ttt) Fairfield Village North, Section 14, under Clerk’s Film Code No. 627255;
- (uuu) Fairfield Village North, Section 15, under Clerk’s Film Code No. 629209;
- (vvv) Fairfield Village North, Section 16, under Clerk’s Film Code No. 643279;
- (www) Fairfield Village North, Section 17, under Clerk’s Film Code No. 663096;
- (xxx) Fairfield Village North, Section 18, under Clerk’s Film Code No. 650039;

(4) The Declarations are recorded in the Real Property Records of Harris County, Texas, along with any amendments or supplements thereto, as follows:

- (a) Fairfield Declaration of Covenants, Conditions, and Restrictions, under Clerk’s File No. L619441;
- (b) Annexation to Declaration for Fairfield, under Clerk’s File No. S907514;
- (c) Declaration of Annexation, under Clerk’s File No. L623708;
- (d) Annexation to Declaration, under Clerk’s File No. M146460;
- (e) Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Fairfield Village North, Section 8 and Fairfield Village North Section 13, under Clerk’s File No. 20080557450;

- (f) Annexation of Fairfield Village South, Sections 15, 16 and 17, under Clerk's File No. 20150587876;
- (g) Amended and Restated Architectural Control Guidelines, under Clerk's File No. RP-2016-122594;
- (h) Fairfield Sports Association By-Laws, under Clerk's File No. RP-2016-475270;
- (i) Vandalism Prosecution Policy, under Clerk's File No. RP-2017-39045;
- (j) Tennis Rules, under Clerk's File No. RP-2017-83490;
- (k) Bylaws, Amendment to Bylaws, Articles of Incorporation, and Articles of Amendment to the Articles of Incorporation, under Clerk's File No. RP-2019-56712;
- (l) Amendment to the Bylaws, Regarding Quorum, under Clerk's File No. RP-2019-503651;
- (m) Agreement (Relating to the Reciprocal Use of Water Amenities in Fairfield), under Clerk's File No. RP-2020-17805;
- (n) Delinquent Assessment and Common Area Use Regulation, under Clerk's File No. RP-2020-374348;

(5) The name and mailing address of the Association is Fairfield Village Community Association, Inc., c/o FirstService Residential, 1330 Enclave Pkwy, Suite 425, Houston, Texas 77077.

(6) The name and mailing address of the Association's designated representative is FirstService Residential, 1330 Enclave Pkwy, Suite 425, Houston, Texas 77077.

(7) The phone number of the Association's designated representative is (713) 932-1122;

SIGNED THIS 9<sup>TH</sup> DAY OF September, 2020.

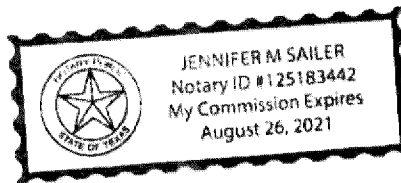
By: Jo Ann Richardson  
 Managing Agent, for Fairfield Village  
 Community Association, Inc.

Print Name: JO ANN RICHARDSON

STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned notary public, on this day personally appeared the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 9<sup>th</sup> day of September 2020, to certify which witness my hand and official seal.

*Jennifer M Sailer*  
Notary Public, State of Texas

RP-2020-424454

RP-2020-424454  
# Pages 7  
09/10/2020 09:40 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
CHRIS HOLLINS  
COUNTY CLERK  
Fees \$38.00

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.



COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2020-424454