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Notice

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12/27/2011 RP3 \$184.00

SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
FAIRWOOD HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS }

COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

FAIRWOOD HOMEOWNERS ASSOCIATION, SECTION ONE

FAIRWOOD HOMEOWNERS ASSOCIATION, SECTION TWO

FAIRWOOD HOMEOWNERS ASSOCIATION, SECTION THREE

FAIRWOOD HOMEOWNERS ASSOCIATION, SECTION FOUR

FAIRWOOD HOMEOWNERS ASSOCIATION, SECTION FIVE

FAIRWOOD HOMEOWNERS ASSOCIATION, SECTION SIX

622

FILED

2011 DEC 27 AM 11:51

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE
AS PART OF THE DEDICATORY INSTRUMENT GOVERNING
THE ABOVE-DESCRIBED SUBDIVISIONS

**RESOLUTION REGARDING
ADOPTION OF STATUTORY POLICIES
FAIRWOOD HOMEOWNERS' ASSOCIATION
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Fairwood Homeowners' Association ("the Association"), as well as the pertinent provisions of the Texas Property Code, and the Texas Non-Profit Corporation Act (Business Organizations Code), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas State Legislature recently enacted certain statutes applicable to community associations throughout the State of Texas, including a requirement that certain policies and procedures be adopted by each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code; and,

WHEREAS, the Board of Directors desire to adopt those policies and procedures as specified below, and which shall be attached hereto and recorded in the office of the County Clerk, in accordance with the recent legislation.

NOW, THEREFORE, BE IT RESOLVED that the following policies are hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code:

- ☐ Collection Policy
- ☐ Document Retention Policy
- ☐ Document Production and Copying Policy
- ☐ Deed Restriction Enforcement Policy
- ☐ Roofing Guidelines
- ☐ Religious Items Guidelines
- ☐ Solar Devices Guidelines
- ☐ Flag Guidelines
- ☐ Rainwater Systems Guidelines

This Resolution Regarding Adoption of Policies is hereby adopted on behalf of the Association, and in accordance with the mandate of Chapter 209 of the Texas Property Code.

Adopted on this 14th day of November, 2011.

FAIRWOOD HOMEOWNERS' ASSOCIATION

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FAIRWOOD HOMEOWNERS' ASSOCIATION COLLECTION POLICY

Purpose:

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner.

Policy:

The Board of Directors will establish association dues each year. An assessment invoice shall be mailed to each Member in either November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Management Company or a Director if an assessment invoice is not received by the Member by December 31st.

Payment deadline of the annual Association dues is expected on or before January 1st of each successive calendar year. A 30-day grace period (until January 31st) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1, an assessment or any portion thereof that is delinquent shall incur interest at the annual rate of ten percent (10.00%), and shall also be assessed a monthly late charge if such charge is adopted by the Board of Directors.

The Management Company may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. By March of a respective year, the member / property owner shall have been sent at least one delinquency notice. The owner shall be responsible for all postage costs associated with the delinquent notice(s) that are sent.

The Association shall permit delinquent Homeowners' to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee shall be assessed to the owner's account for preparation of the payment plan, along with a reasonable monthly administrative fee for each payment received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be nine (9) months. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan.

Members / property owners who have not timely paid their annual assessments shall be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate. Formal legal action may be brought against those owners and/or properties sustaining a delinquent balance and/or which accounts reflect assessments and related charges which are at least N/A

days overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after proper notice to owners in accordance with the Texas Property Code, and the results of such vote shall be reflected in the minutes of the meeting.

Priority of Payments


Payments shall be applied in the following order:


1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or 3rd party collection costs incurred by the Association related to efforts to collect assessments or any other charge that could provide basis for foreclosure;
4. Any attorney's fees not subject to (3);
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Exception, if an Owner is in default on a payment plan, the Association is not required to apply any payment in the above specified order of priority.

Adopted by Resolution of the Board of Directors on this 14th day of November, 2011.

Signed:


Carl Brockman
Virginia Williams


Carl Brockman
Virginia Williams

**FAIRWOOD HOMEOWNERS' ASSOCIATION
DOCUMENT RETENTION POLICY**

This document sets forth the Fairwood Homeowners' Association's general policy regarding the retention of all documents created, produced and/or utilized by the Association.

The Association shall follow the document retention policy described below:

1. Permanently Retained Documents.

- a. Certificate of Formation / Articles of Incorporation, and all amendments thereto;
- b. Bylaws of the Association, and all amendments thereto;
- c. Declaration of Covenants, Conditions and Restrictions for all Sections of the subdivisions governed by Fairwood Homeowners' Association, and all amendments, supplements, annexation agreements and other documents related thereto.

2. Documents Retained for Not Less than Seven (7) Years.

- a. Financial books;
- b. Financial records;
- c. Minutes of the meetings of the owners;
- d. Minutes of the meetings of the board;
- e. Tax returns;
- f. Audit records.

3. Documents Retained for Not Less than Five (5) Years

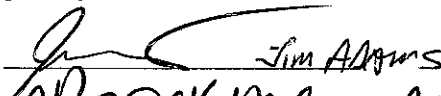
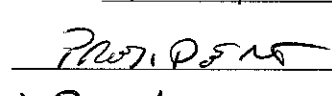
- a. Account records of all current owners;

4. Documents Retained for Not Less than Four (4) Years

- a. All contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term. All records of decisions reached by the Board of Directors and/or Architectural Committee regarding applications, variances, waivers and/or related matters associated with individual properties.

Adopted by Resolution of the Board of Directors on 11-14, 2011.

Signed:

	
<u>Carol Brockman</u>	<u>Virginia Williams</u>
<u>Secretary</u>	<u>Treasurer</u>

FAIRWOOD HOMEOWNERS' ASSOCIATION DOCUMENT PRODUCTION AND COPYING POLICY

This document sets forth the Fairwood Homeowners' Association's general policy regarding the production of association records pursuant to the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Fairwood Homeowners' Association, as well as applicable State and Federal laws.

1. **Records in General.** The Association shall make the books and records of the association, including financial records, open to and 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, in accordance with Section 209.005 of the Texas Property Code.
2. **Attorney's Records Exception.** Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner.
3. **Parties Entitled to Request Records.** An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized.
4. **Request for Records.** A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, to the Association's managing agent at 6630 Cypresswood Drive, Suite 100, Spring, Texas 77379. The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records. If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested.
 - a. Upon receipt of a proper request, the Association shall, on or before the 10th business day, after the date the Association receives the request, send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
 - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, and any required advance payment has been received.
5. **Format.** The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the association.
6. **Method of Delivery.** Email, certified mail, facsimile or pick-up.
7. **Delay in Delivery.** If the Association is unable to produce, or make available for review, the requested books and records on or before the 10th business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and records will be available, to be no later than the 15th business day after the date of notice given by the association.
8. All costs related to a Request for Production will be passed on to the Owner making the request, and must be paid at the time of production.

9. Records Not Available for Inspection.

- a. the financial records associated with an individual owner; and
- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-client privileged information in the possession of the Association.

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

10. Costs for Production Request.

- 11. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
- 12. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
- 13. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
- 14. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

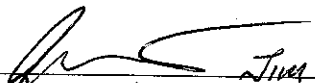

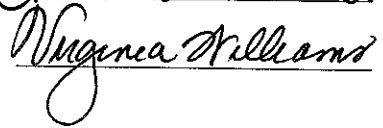
15. Fees and Charges:

- a. **Compilation/Production Fee:** \$15.00 per hour, to be no less than \$30.00 charge for each examination request; production or inspection.

- b. **Copies:** The following charges shall apply, unless otherwise dictated by the State Attorney General or the Texas Administrative Code:
- i. black and white 8½"x11" single sided copies ... \$0.10 each
 - ii. black and white 8½"x11" double sided copies ... \$0.20 each
 - iii. color 8½"x11" single sided copies ... \$0.50 each
 - iv. color 8½"x11" double sided copies ... \$1.00 each
 - v. PDF images of documents ... \$0.10 per page
- c. **Compact Disk** ... \$1.00 each
- d. **Mailing supplies** ... \$1.00 per mailing
- e. **Postage:** cost
- f. **Other supplies:** cost
- g. **Third party fees:** cost

Adopted by Resolution of the Board of Directors this 14 day of November, 2011.

Signed:

	<u>Jim Adams</u> <u>President</u>
	<u>Carol Brockman</u> <u>Secretary</u>
	<u>VIRGINIA WILLIAMS</u> <u>Treasurer</u>
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FAIRWOOD HOMEOWNERS' ASSOCIATION DEED RESTRICTION ENFORCEMENT POLICY

PURPOSE

To adopt a policy which addresses the uniform enforcement of deed restrictions by Fairwood Homeowners' Association.

SCOPE

This policy applies to all members of the Fairwood Homeowners' Association, and all Lots which are subject to the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Fairwood Homeowners' Association (collectively referred to as "the Declarations")

REFERENCE (S)

The aforementioned Declarations
The Association's Bylaws
The Articles of Incorporation for the Association
And all other governing documents for the Association, including but not limited to any published rules, regulations, guidelines, and resolutions.

Definitions

Courtesy Letter: A letter sent to the owner and tenant (if applicable) to create an awareness of an alleged violation of the Deed Restrictions.

Deed Restriction: As used herein, the term "deed restriction" is intended to include the architectural control provisions and the use restrictions as set forth within the Declarations

Inspector: A person officially appointed to make inspections and report to the Board of Directors, who includes the property manager or her designee, any member of the Association's Board of Directors. An inspector as defined herein must verify all alleged violations.

Maintenance: To repair or replace to an operable, functional and aesthetically pleasing condition.

Violation: Any act or condition, or lack of maintenance, willful or not, by property owner or tenant that causes a property or its improvements to be in noncompliance with the Deed Restrictions.

POLICY

The policy for the enforcement of deed restrictions by the Association as is follows:

- I. Owner's Address: Each owner shall notify the Association in writing, at all times, of his/her current mailing address. Inspector or his/her designee has the authority to automatically order a title search at owners costs whenever mail sent by the Inspector or his/her designee to an owner is returned by the post office as undeliverable or if the Inspector or his/her designee believes or has good reason to believe that ownership has changed. Any costs incurred by the Association in determining or attempting to determine ownership of the property or locating or attempting to locate the owner, and caused by failure of the owner to advise the Association of his/her mailing address, shall become charges due against the owner's account and charges against the owner's lot. Deed restriction violation enforcement shall not cease solely because notices are returned by the post office. The failure of an owner or tenant (if applicable) to receive notice(s) shall not waive or negate any requirement to comply with the restrictions or any charges due.
- II. Notification: Following a deed restriction inspection and observation of a violation, a resident in violation of the deed restrictions shall receive notification of the violation as follows:

A. Courtesy & First Letter

Upon inspection and observation of the violation, a letter shall be sent via regular mail to notify owner and tenant (if applicable) of the violation of the deed restrictions and to request correction of the violation. Owner and tenant (if applicable) shall be advised that further correspondence from the association with respect to the violation will result in an administrative charge of no more than \$50.00 to be applied to his/her account.

Owner and tenant (if applicable) shall be advised to notify the Management Company if extenuating circumstances exists, if additional time to correct the violation is necessary, or if further information is needed. Owner and tenant (if applicable) will be given an opportunity to be heard at the next regular meeting of the Board of Directors.

In the unusual circumstances that the association seeks an injunction to prohibit a violation of the Declarations by an owner or tenant (if applicable) and the association needs immediate relief otherwise it will suffer irreparable harm, the association may file suit for a temporary and/or permanent injunction without any further notice to the owner or tenant (if applicable). In the event an injunction is a possible remedy, the association attorney may send the first letter to owner or tenant (if applicable).

B. Second Letter:

Upon subsequent inspection and observation of the violation, a letter shall be sent, certified return receipt requested and regular mail, to notify owner and tenant (if applicable) of the failure to correct the violation and to request correction of violation. The owner and tenant (if applicable) will be advised that this second letter resulted in the imposition of a charge no more than \$50.00 to his/her account, and advised that it is the intent of the association to turn the violation over to the association attorney if not corrected. In accordance with the Texas Property Code, a charge of no more than \$50.00 is applied to the violator's account, and as required, a statement of the charge (Cost Recovery Statement) will be mailed to the property owner at the last known address reflected on the association records. The owner will also be advised of the fact that all legal fees and related expenses will be charged back to the owner, in the event the matter is eventually referred to legal counsel.

Owner and tenant (if applicable) will be advised to notify the Management Company if extenuating circumstances exist, if additional time to correct is necessary, or if further

information is needed. Owner and tenant (if applicable) will be given opportunity to be heard at the next regular meeting of the Board of Directors.

C. Board

Upon subsequent inspection and observation of the violation, a photograph of the violation will be taken. The Board will make a determination no later than the next regular Board meeting whether to refer the violation to the association attorney for a demand letter. The Board has the discretion to consider special circumstances applying to owner or tenant (if applicable)

D. Demand Letter

The violation is referred to the association's attorney for a demand letter. The violation will remain on the inspection list until final resolution of the violation. A photograph may be taken of the violation on any inspection thereafter, if required by the association attorney.


Once the Board has referred the violation to an attorney, all communications and correspondence shall be directed to the attorney. No owner or tenant (if applicable) shall communicate about the violation directly with the Board of Directors or the manager(s) for the association once the Board of Directors has referred the file to the attorney for enforcement.

Any and all attorney fees associated with the demand for violation correction and collection of the associated fees shall be imposed on the owner's account and immediately become eligible for collection.

III. Recurring Violator: The Board has the discretion to proceed to the SECOND LETTER or DEMAND LETTER if an owner or tenant (if applicable) violates the same restriction within a six (6) month period.

IV. Forced Mowing As authorized by the Declarations, the Association reserves the right to cure the violations as it relates to yard maintenance, after appropriate notice, and to charge the owner for the cost of such work.

Approved and adopted by the Board on this 14th day of November 2011.



Signature
Position President
Fairwood Homeowners' Association

STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared *Patsi Adams* (position) of Fairwood Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of November, 2011.



Tally D. Jenkins
Notary Public, State of Texas

Tally D. Jenkins
Printed Name

**FAIRWOOD HOMEOWNERS' ASSOCIATION
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

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WHEREAS, the Fairwood Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Fairwood Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011, addressing the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials permitted within the community, it is necessary and proper for the Association to adopt guidelines regarding roofing materials within the community.


NOW, THEREFORE, the Board has duly adopted the following Guidelines for Roofing Materials within the community.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones / colors. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, vent pipes, and roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.

8. Once installed, any such Alternative Shingles must:
- a. resemble the shingles used or authorized to be used on other structures within the Association; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of properties surrounding the owner's property.


These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 14th day of November, 2011.

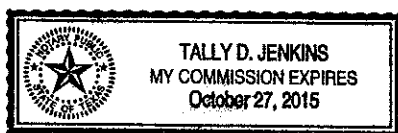


Signature
Position President
Fairwood Homeowners' Association

STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared ,
President (position) of Fairwood Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of November, 2011.



Tally D. Jenkins
Notary Public, State of Texas
Tally D. Jenkins
Printed Name

**FAIRWOOD HOMEOWNERS' ASSOCIATION
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS

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COUNTY OF HARRIS

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Fairwood Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Fairwood Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.018, addressing the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Certain Religious Items within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect.

Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 14th day of November, 2011.

[Signature]
Signature
Position President
Fairwood Homeowners' Association

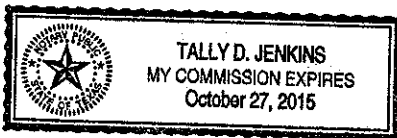
STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared [Signature],
President (position) of Fairwood Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of November, 2011.



Tally D. Jenkins
Notary Public, State of Texas
Tally D. Jenkins
Printed Name

**FAIRWOOD HOMEOWNERS' ASSOCIATION
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

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COUNTY OF HARRIS

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Fairwood Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Fairwood Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.010, addressing the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.


NOW, THEREFORE, the Board has duly adopted the following Guidelines for Solar Energy Devices within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means 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 energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling, in the heating of water, or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

- c. conform to the slope of the roof; and
 - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 14th day of November 2011.



Signature
Position Plus, D.S. K
Fairwood Homeowners' Association

STATE OF TEXAS

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COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared [Signature],
President (position) of Fairwood Homeowners' Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of November, 2011.

[Signature]
Notary Public, State of Texas

Tally D. Jenkins
Printed Name

**FAIRWOOD HOMEOWNERS' ASSOCIATION
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

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COUNTY OF HARRIS

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Fairwood Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Fairwood Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 addressing the display of flags; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags within the community, it is necessary and appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the community:

1. These Guidelines apply to the display of ("Permitted Flags"):
 - a. the flag of the United States; and
 - b. the flag of the State of Texas; and
 - c. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association's Architectural Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with pertinent federal, state and/or military codes.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a structure.
6. Permitted Flags shall be no larger than three feet (3') by five feet (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as not to damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.


Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

10. Free-standing flagpoles may not be installed in any location described below:
 - a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
11. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
12. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
13. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

14. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 14th day of NOVEMBER 2011.




Signature
Position PRESIDENT
Fairwood Homeowners' Association

STATE OF TEXAS

§


COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared 
PRESIDENT (position) of Fairwood Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of November, 2011.





Notary Public, State of Texas
Tally D. Jenkins
Printed Name

My commission expires: 10/27/15

**FAIRWOOD HOMEOWNERS' ASSOCIATION
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

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COUNTY OF HARRIS

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Fairwood Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Fairwood Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to change Section 202.007(d), addressing rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is necessary and proper for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Rainwater Recovery Systems within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas, nor shall they impede drainage from lots or easements.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and

- c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

These guidelines are effective upon recordation in the Official Public Records of Real Property of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 14th day of NOVEMBER, 2011.

 Signature
 Position President
 Fairwood Homeowners' Association

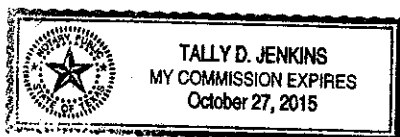
STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared [Signature], President (position) of Fairwood Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of November, 2011.



Tally D. Jenkins
 Notary Public, State of Texas
Tally D. Jenkins
 Printed Name

Fairwood HOA

Pool Rules

1. No one will be allowed without current pool tag
2. Obey the lifeguards at all times. They have the authority to remove from the pool area anyone disobeying the rules or endangering the safety of himself or another person.
3. Parents are responsible for their children at all times
4. Proper person hygiene required
5. Clean and proper swim attire is required. No cut offs allowed.
6. Wading pool is not monitored by the lifeguards. Parents are responsible for watching their children at all times
7. Children not potty trained must wear rubber pants with elasticized waist and legs over disposable or cloth diapers when in the water.
8. Children 5 (five) years and under are allowed in the wading pool, even during adult swim.
9. No diving allowed
10. Children 11 (eleven) years and older may enter the pool unaccompanied by an adult.
11. Swimmers must be 18 (eighteen) years or older for adult swim.
12. Be considerate with your language, actions, radios (battery operated radios only)
13. No pets are allowed in pool/and or pool area.
14. No alcoholic beverages or tobacco products allowed in the pool and/or pool area.
15. No glass container or breakables allowed in the swimming area.
16. No running, pushing, dunking, or roughhousing will be permitted.
17. No hanging on ropes, and/or ladders.
18. Floats must be approved by the lifeguards
19. No bicycle, roller skates, skateboards, etc... allowed in the swimming pool area.
20. Only 2(two) guests per Fairwood Resident tag. Resident is responsible for their guest conduct.
21. Use of cocoa butter, baby oil, and other heavy suntan oils cause filter damage. It is advised that these lotions not be permitted in the pool.

Park Rules

1. Area is reserved for use by residents and their guests only; All guests must be accompanied by a resident
2. No pets allowed
3. Children under the age of 10 must be accompanied by an adult
4. Playground equipment is designed for use by children ages 3-12; use of equipment is at your own risk; No jumping off any equipment.
5. No glass containers, alcohol, or tobacco products allowed.
6. No dumping or littering
7. No Loitering
8. In the event of an emergency, call 911
9. The park closes at Dusk

Fairwood HOA

Pond Rules

1. Residents only
2. Area closes at dark
3. No boats
4. No swimming
5. Fish smaller than 12" must be returned to the pond

Parking Rules

1. All facilities closed at dusk
2. Parking is for Fairwood residents use only
3. In case of emergency, dial 911
4. Law enforcement personnel has the authority to arrest any trespassers
5. Any vehicle left parked after dusk will be towed at the vehicle owners expense

AMENDMENT TO BYLAWS

OF

FAIRWOOD HOMEOWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT WHEREAS, Cypress Associates, a Joint Venture composed of T.M.C. Funding, Inc. and Atlas Realty Company, as "Declarant" and developer of the residential subdivision known as Fairwood, executed that certain instrument entitled Bylaws of Fairwood Homeowners' Association, Inc., which document was superseded by that certain document entitled "Amended Bylaws of Fairwood Homeowners' Association, Inc." (hereinafter "the Bylaws"), which amended document was adopted on or about April 11, 1977;

WHEREAS, Article XII, Section 1 of the Bylaws provides that the Bylaws may be amended by the Board of Directors, as necessary;

WHEREAS, the Board of Directors has considered and discussed certain modifications to one or more provisions of the Association's Bylaws, and has determined that the following amendments would be in the best interest of the Fairwood community, and all persons owning property and/or residing therein.

NOW, THEREFORE, the Board of Directors of Fairwood Homeowners' Association ("Association"), adopts the following amendments to the Amended Bylaws of Fairwood Homeowners' Association, Inc., on the date indicated hereon, to become effective on the 10th day of October, 2011.

Dated: Nov. 14, 2011.

Article II of the Bylaws is hereby amended to include the following provision:

Section 13. "Election Assembly". *The Election Assembly shall be held at a date, time and location chosen by the Board of Directors. Such Assembly shall be held on the same date and at the same location as the Annual Meeting, and shall be held immediately prior to the Annual Meeting for the purpose of accepting and tabulating all ballots, including those ballots cast in person, by proxy or by absentee ballot, and thereat determining the outcome of the election of Directors of the Association.*

Article III Section 4 of the Bylaws is hereby amended to read as follows:

Section 4. "Quorum". *Unless otherwise provided in the Articles of Incorporation, Members entitled to cast ten percent (10%) of the votes of the membership,*

represented in person, by proxy and/or by absentee ballot, shall constitute a quorum at a meeting of Members. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn and/or reschedule the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned / rescheduled meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the required quorum is not forthcoming at such a meeting, the meeting may be adjourned and/or rescheduled to a new date, not later than seven (7) days from the date of that adjourned / rescheduled meeting, and the required quorum at such meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum requirement shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting.

Article IV Section 2 of the Bylaws is hereby amended to read as follows:

Section 2. "Qualifications for Director". *To qualify as a Director of the Board, the candidate must be a homeowner in the Fairwood subdivision. If a board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a person has been convicted of a felony or a crime involving moral turpitude, such person is immediately ineligible to serve on the Board. In the event such person is already serving on the Board, upon discovering such information, such person shall automatically be considered removed from the Board, and prohibited from future service on the Board.*

Article IV Section 3 of the Bylaws is hereby amended to read as follows:

Section 3. "Nomination". *Nomination for election to the Board of Directors may be made by the members (including those who serve on the Board) prior to the election assembly. Nominations may also be made from the floor of the election assembly.*

Article IV Section 4 of the Bylaws is hereby amended to read as follows:

Section 4. "Election". *Election to the Board of Directors shall take place at the "Election Assembly" and shall be by written ballot or absentee ballot. At such Assembly the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.*

Article IV Section 6 of the Bylaws is hereby amended to read as follows:

Section 6. "Removal". *Any Director may be removed from the Board for cause by a majority vote of the Board. Furthermore, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the remainder of such removed Director's term. If a 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 a crime involving moral turpitude, the board member is immediately ineligible to serve on the Board, and automatically considered removed from the Board, and prohibited from future service on the Board.*

Article VI Section 1(b) of the Bylaws is hereby amended to read as follows:

Section 1. "Powers". *The Board of Directors shall have power to:*


(b) Suspend a person's right to the use of any facilities or services provided by the Association of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

THE UNDERSIGNED Board of Directors hereby adopt the foregoing Second Amendment to Bylaws of Fairwood Homeowners' Association, Inc. The amendment to the Bylaws set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Bylaws. All provisions of the Bylaws not amended herein are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Bylaws of Fairwood Homeowners' Association, Inc., on 10th day of October, 2011.


FAIRWOOD HOMEOWNERS' ASSOCIATION, INC.

BOARD OF DIRECTORS:



Signature
Tim ADAMS President

Print Name




Signature
VIRGINIA WILLIAMS

Print Name TREASURER

Signature

Print Name



Signature
Carol Brockman

Print Name Secretary

Signature

Print Name

Signature

Print Name

AMENDED BYLAWS
OF
FAIRWOOD HOMEOWNERS' ASSOCIATION, INC.

APRIL 11, 1997

ARTICLE I
NAME AND LOCATION

The name of the corporation is Fairwood Homeowners' Association, Inc., hereinafter referred to as the "Association". Meetings of the members and trustees may be held at such places within the state of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Fairwood Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property described in the Declaration of Covenants and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Community Properties" shall mean all property owned by the Association for the common use and enjoyment of its members.

Section 4. "Lot" or "Lots" shall mean and refer to the plots of land depicted and numbered as such upon the Subdivision Plat of Fairwood Section One Subdivision as recorded in the Map Records of Harris County, Texas, and any re-plat or addition thereto.

Section 5. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" shall mean and refer to Cypress Associates, a joint venture, the Declarant in the Declaration, and its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties filed for record in the office of the County Clerk of Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation.

Section 9. "Board" shall mean and refer to those persons elected to the Board of Directors of the Fairwood Homeowners' Association.

Section 10. "Officer" shall mean and refer to those persons elected by the Board of Directors to serve as officers of the Board.

Section 11. "Committees" shall mean and refer to any committees created and established by the Board for the purposes of managing the affairs and activities of the subdivision. Permanent committees shall include the Property Committee, Garden Club or Landscape Committee, Recreation Committee, Publications Committee, Welcoming Committee, and Security Committee.

Section 12. "Chairperson" shall mean and refer to any person appointed by the Board to chair a Committee.

ARTICLE III

MEETING OF MEMBERS

Section 1. "Annual Meetings". The regular annual meeting of the members of the Association shall be held between May 1 and July 31 at a time, date, and location chosen by the Board of Directors. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The failure to hold the regular meeting at the designated time shall not work a dissolution of the Association.

Section 2. "Special Meetings". Special meetings of the members may be called at any time by the Board or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. "Notice of Meetings". Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice, postage paid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. "Quorum". The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from

time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. "Board of Directors". The affairs of this Association shall be managed by a Board of Directors of not less than five (5) Directors. The numbers of Directors may be increased from time to time by amendment of the Bylaws in accordance with Article XII.

Section 2. "Qualifications for Director". To qualify as a Director of the Board, the candidate must be a homeowner and resident in the Fairwood subdivision with the exception of one Director which can be a representative of a home builder or developer which is actively involved building homes in the Fairwood subdivision. The candidate must be in compliance with the Association's Declarations, Covenants, Conditions and Restrictions and not be involved in litigation against the Board, any members of the Board, any members of the Association, or any residents of the Fairwood subdivision.

Section 3. "Nomination". Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 4. "Election". Election to the Board of Directors shall be by secret written ballot.

At such election the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. "Term". Three Directors shall have terms extending no later than July 31, or until elections can be held, of odd-numbered years. Two Directors shall have terms extending no later than July 31, or until elections can be held, on even-numbered years.

Section 6. "Removal". Any Director may be removed from the Board for cause by a majority vote of the Board. Furthermore, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for his predecessor.

Section 7. "Compensation". No Director shall receive compensation for any service he may render to the Association; provided, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. "Action taken without a meeting". The majority of the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. "Regular Meetings". Regular meetings of the Board of Directors shall be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Regular meetings may not occur on legal holidays. The failure to hold any regular meeting shall not work a dissolution of the Association nor impair the powers, rights, and duties

of the Association's officers and trustees.

Section 2. "Special Meetings". Special meetings of the Board of Directors shall be held when called by any Director after not less than three (3) days notice to each Director, which notice may be waived at or prior to such meeting.

Section 3. "Quorum". A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. "Powers". The Board of Director shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the community properties, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to the use of any facilities or services provided by the Association of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board

of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment or services.

Section 2. "Duties". It shall be the duty of the Board of Directors to :

(a) Cause to be kept a complete record of all its acts and corporate affairs and the present a statement thereof to the members at the open meetings of the members, or at any special meetings when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) To fix the amount of the annual assessment against properties subject to the jurisdiction of the Association and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(d) Issue, or to cause an appropriated officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association;

(f) Cause any officers or employees having financial responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the community properties to be maintained.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. "Enumeration of Offices". The officers of this Association shall be a president, who shall be at all times a member of the Board of Directors; a vice president; a secretary; and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. "Election of Officers". The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. "Term." The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. "Special Appointments". The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. "Resignation and Removal". Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of 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. "Vacancies". A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. "Multiple Offices". No person shall simultaneously hold more than one office except the office of vice president, secretary, treasurer and/or special offices created pursuant to Section 4 of this Article.

Section 8. "Duties". The duties of the officers of the Association are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

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

(d) Treasurer. The Treasurer shall receive and deposit all monies in appropriate bank accounts all of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by members of the Association during normal business hours.

ARTICLE VIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Each committee shall make recommendations to the Board for action and can take no action in and of itself without prior authorization by the Board.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association certain annual and special assessments which are secured by a continuing lien upon the property against which the assessments is made. Any assessments which are not paid when due shall be delinquent. In the event a member's assessment is delinquent he and members of his immediate family residing with him and his guests may be denied use of any of the community properties. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any of the facilities or services provided by the Association or by abandonment of his lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the word "Texas".

ARTICLE XII

AMENDMENTS

Section 1. Amendment. Pursuant to Article 2.09 of the Texas Non-Profit Corporation Act, the Board of Directors may amend these Bylaws as necessary. Furthermore, these Bylaws may also be amended at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy. However, FHA or VA shall have the right to veto amendments while there is a Class B membership.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation

AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS }

COUNTY OF HARRIS }


KNOW ALL MEN BY THESE PRESENTS:

THAT the foregoing and attached documents, entitled "Additional Dedicatory Instrument for Fairwood Homeowners Association, Inc.", "Secretary's Certificate of Adoption of Resolution by Board of Directors", and "Resolution Regarding Community Light Service Fees for Fairwood Homeowners Association, Inc." are copies of original documents which were adopted in connection with the operation and administration of the Fairwood Homeowners Association, Inc., and all of the properties governed thereby. Such document constitutes a supplement to the "dedicatory instrument", as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached document is hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

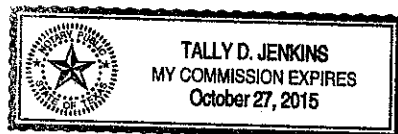
All facts recited and statements made herein are true, correct and in all respects accurate."

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.


President, Fairwood Homeowners Association, Inc. 102

SUBSCRIBED AND SWORN TO BEFORE ME on this the 14th day of October, 2011.




NOTARY PUBLIC - STATE OF TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

After Filing
Please Return to:

Michael Treece
1020 Bay Area Blvd. Ste. 200
Houston, TX 77058

DEC 27 2011




COUNTY CLERK
HARRIS COUNTY, TEXAS