



20120213000159940 02/13/2012 11:10:04 AM MA 1/65

**CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT
OF
FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

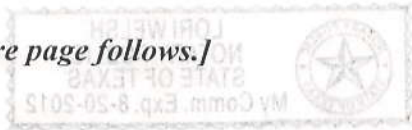
WHEREAS, Fairfield of Plano Addition Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition Homeowners Association, Inc., an addition to the City of Plano, Texas, filed as instrument number 2000-0094598 and recorded in Volume 4743, Page 1334 *et seq.*, Real Property Records of Collin County, Texas, as same has been amended and supplemented (the "Declaration") located in Collin County, Texas;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[Signature page follows.]



EXECUTED this 5th day of January, 2012

FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Victor Bosnich
Victor Bosnich
Authorized Representative

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of January 2012, by Victor Bosnich, authorized representative of Fairfield of Plano Addition, a Texas non-profit corporation, on behalf of said corporation.

Lori Welsh
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Veracity, Inc.
1401 N. Central Expwy., Suite 345
Richardson, TX 75080

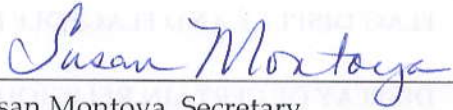




FAIRFIELD OF PLANO ADDITION HOA
COMMUNITY MANUAL

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 30th day of December, 2011.

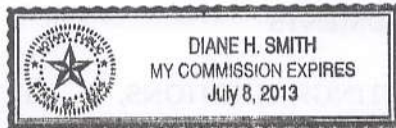



Susan Montoya, Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me of this 30th day of DECEMBER 2011, by Susan Montoya, the Secretary of the FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]





Notary Public Signature

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition Homeowners Association, filed as instrument Number 2000-0094598 in Volume 4743, Page 1334, Real Property Records of Collin County, Texas.

In the event of a conflict between the terms and provisions of the Restrictions (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

AFTER RECORDING RETURN TO:
Veracity, Inc.
1401 N. Central Expressway, Suite 345
Richardson, TX 75080

FAIRFIELD OF PLANO ADDITION

COMMUNITY MANUAL

TABLE OF CONTENTS

- | | | |
|-----|--|---------------|
| 1. | CERTIFICATE OF FORMATION | ATTACHMENT 1 |
| 2. | BYLAWS | ATTACHMENT 2 |
| 3. | SOLAR DEVICE AND ENERGY EFFICIENT POLICY | ATTACHMENT 3 |
| 4. | RAINWATER HARVESTING SYSTEM POLICY | ATTACHMENT 4 |
| 5. | FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY | ATTACHMENT 5 |
| 6. | DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY | ATTACHMENT 6 |
| 7. | FINE AND ENFORCEMENT POLICY | ATTACHMENT 7 |
| 8. | ASSESSMENT COLLECTION POLICY | ATTACHMENT 8 |
| 9. | RECORDS INSPECTION, COPYING AND RETENTION POLICY | ATTACHMENT 9 |
| 10. | STATUTORY NOTICE OF POSTING AND RECORDATION
OF ASSOCIATION GOVERNANCE DOCUMENTS | ATTACHMENT 10 |
| 11. | STATUTORY NOTICE OF ANNUAL MEETINGS, ELECTIONS,
AND VOTING | ATTACHMENT 11 |
| 12. | STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS | ATTACHMENT 12 |

ATTACHMENT 1

CERTIFICATE OF FORMATION

STATE OF TEXAS

Section 2053.001, Texas Business Organizations Code (TBOC), requires that a certificate of formation be filed with the Secretary of State for the formation of a limited liability company (LLC).

ARTICLE I
Name of the company

The name of the company is [Name of the company]

ARTICLE II
Registered office

The registered office of the company is [Address]

ARTICLE III
Purpose

The purpose of the company is [Purpose]

ARTICLE IV
Duration

The company is formed under the laws of the State of Texas. The company shall have the right to sue and be sued, to contract, and to hold, convey, and dispose of real and personal property in its own name. The company shall have the right to acquire, hold, and dispose of real and personal property in its own name. The company shall have the right to acquire, hold, and dispose of real and personal property in its own name. The company shall have the right to acquire, hold, and dispose of real and personal property in its own name.

The company shall have the right to acquire, hold, and dispose of real and personal property in its own name. The company shall have the right to acquire, hold, and dispose of real and personal property in its own name.

MAR 13 2001

ARTICLES OF INCORPORATION
OF
FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION, INC. Corporations Section

Pursuant to Article 3.02 of the Texas Non-Profit Corporation Act, the undersigned natural person of the age of eighteen years or more, acting as Incorporator of a non-profit corporation under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for the corporation.

ARTICLE I
Name of Corporation

The name of the corporation is Fairfield of Plano Addition Homeowners Association, Inc.

ARTICLE II
Non-Profit Corporation

The corporation is a non-profit corporation.

ARTICLE III
Duration

The duration of the corporation is perpetual.

ARTICLE IV
Purpose

The corporation is the "Association" referred to in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition and Provisions for Fairfield of Plano Addition Homeowners Association dated August 30, 2000, recorded under Clerk's File No. 2000-0094598 in the Real Property Records of Collin County, Texas (the "Declaration of Covenants"), and the corporation shall have the rights and duties of the "Association" under the Declaration of Covenants. In exercising these Articles of Incorporation, the undersigned incorporator of the corporation is acting on behalf of the "Declarant" (as defined in the Declaration of Covenants). The purposes for which the corporation is organized are (i) to provide a safe and healthy community for the residents of the Fairfield of Plano Addition community by providing educational, civic, benevolent, patriotic, social, fraternal, aesthetic and recreational opportunities (ii) to govern the provisions and terms of the Declaration of Covenants and (iii) to conduct any and all lawful business.

In furtherance thereof, the corporation may receive property by gift, devise or bequest, invest and reinvest the same and apply the income and principal thereof as the Board of Directors may from

time to time determine, either directly or through contributions, to any charitable organization or organizations exclusively for charitable and educational purposes.

In furtherance of its exclusively charitable and educational corporate purposes, the corporation has all the general powers enumerated in Article 2.02 of the Texas Non-Profit Corporation Act as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

ARTICLE V **Membership Provisions**

The members of the corporation consist of every person or entity who is record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association, provided however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

As used herein, "Lot" or "Lots" shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the "Property") shown as a subdivided lot on the plat of Property, together with any and all improvements located thereon.

As used herein, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

ARTICLE VI **Registered Office and Agent**

The address of the initial registered office of the corporation is c/o Haynes Development Company, 17817 Davenport Road, Suite 210, Dallas, Texas 75252 and the name of its initial registered agent at that address is Ronald N. Haynes, Jr.

ARTICLE VII **Initial Directors**

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

<u>Name</u>	<u>Address</u>
Ronald N. Haynes, Jr.	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Joyce Haynes	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Patricia Kay Bales	17817 Davenport Road, Suite 210 Dallas, Texas 75252

ARTICLE VIII
incorporator

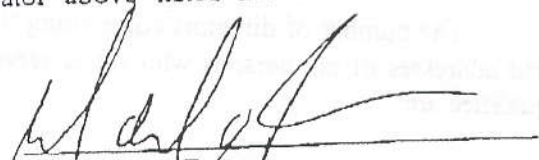
The name and address of the Incorporator is:

M. Matthew Fontane	2001 Ross Ave. Suite 3000 Dallas, Texas 75201
--------------------	---

ARTICLE IX
Action by Written Consent

Any action required by law to be taken at a meeting of the directors of the Corporation or any action that may be taken at a meeting of the directors of or of any committee may be taken without a meeting if a consent in writing, setting forth the actions to be taken, is signed by a sufficient number of directors or committee members as would be necessary to take that action at a meeting at which all of the directors or members of the committee were present and voted, provided that all other requirements of law to make such written consent effective to take the action are met.

IN WITNESS WHEREOF, the incorporator above listed has executed these Articles of Incorporation on March 13, 2001.


 M. Matthew Fontane

ATTACHMENT 2

BYLAWS

AMENDED BYLAWS OF FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION, INC.

THESE BYLAWS govern the affairs of Fairfield of Plano Addition Homeowners Association, Inc., a Texas non-profit corporation.

ARTICLE 1: DEFINITIONS AND CONSTRUCTION

1.1 Certain Definitions. As used in these Bylaws, the following terms shall have the following meanings:

"Act" means the Texas Non-Profit Corporation Act.

"Annual Maintenance Fund Charge" means the annual maintenance fund charge to be levied against the members by the Association pursuant to Article XXXIII of the Protective Covenants.

"Association" means Fairfield of Plano Addition Homeowners Association, Inc., a Texas non-profit corporation.

"Board" means the Board of Directors of the Association.

"Bylaws" means these Bylaws of the Association.

"Declarant" shall mean 544-Murphy-Plano Ltd., a Texas limited partnership.

"Director" means a director on the Board.

"Lot" "Lots" shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the "Property") shown as a subdivided lot on the plat of Property, together with any and all improvements located thereon.

"Member" means a member of the Association.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

"Person" means an individual, corporation, business trust, estate, trust, custodian, trustee, executor, administrator, nominee, partnership,

registered limited liability partnership, limited partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, and any other legal or commercial entity, in its own or representative capacity.

"President" means the individual holding the office of president of the Association.

"Proceeding" has the meaning given such term in Article 1396-2.22A of the Act.

"Property" means the real property described in Exhibit "A" attached hereto.

"Protective Covenants" means those certain Declarations of Covenants, Conditions and Restrictions for Fairfield of Plano Addition Homeowners Association dated August 30, 2000, recorded under Clerk's File No. 2000-0094598 in the Real Property Records of Collin County, Texas as the same may be amended from time to time.

"Secretary" means the individual holding the office of secretary of the Association.

1.2 Construction. Whenever the context requires, (I) the gender of all words used in these Bylaws includes the masculine, feminine, and neuter, and (ii) all singular words include the plural, and all plural words include the singular.

ARTICLE 2: OFFICES

2.1 Principal Office. The Association's principal office shall be located at 2711 North Haskell, Suite #2650, Dallas, Texas 75204. The Association may have such other offices, in Texas, as the Board may determine. The Board may change the location of any office of the Association.

2.2 Registered Office and Registered Agent. The Association shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Association's principal office. The Board may change the registered office and the registered agent as permitted in the Act.

ARTICLE 3: MEMBERS

3.1 One Class of Members. The Association shall have two (2) classes of Members. Class A Members shall be Owners of a free or undivided interest in

any Lot. Class B Members shall be the Declarant and any builders approved by Declarant for construction of houses and other improvements on the Property for the sale to other Persons. All Owners shall be a Member of the Association.

3.2 Changes in Membership. A Person who becomes the record owner of fee title to any real property constituting a portion of the Property and gives written notice to the Association of such Person's desire to become a Member shall be admitted as a Member of the Association effective upon the Association's receipt of such written notice. A person shall cease to be a Member at such time as that Person is no longer an Owner. Membership in the Association is not transferable or assignable.

3.3 Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be entitled to one vote for each Lot in which they hold an ownership interest. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be entitled to three votes for each Lot in which they hold an ownership interest, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 2010.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interest required for membership.

All rights to serve on any position on the Board, all rights to serve as a member on any of the Association's committees, or serve as a committee's chairman, all rights to the use of Common Areas of Common Facilities, and all voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to the Protective Covenants, or is otherwise in default thereunder or under the Bylaws or Rules and Regulations of the Association.

3.4 No Interest in Association Property. The Association owns all real and personal property acquired by the Association. A Member has no interest in specific property of the Association, and each Member waives the right to require partition of all or part of the Association's property.

ARTICLE 4: MEETINGS OF MEMBERS

4.1 Annual Meeting. An annual meeting of the Members shall be held at 7PM on the second Tuesday in March each year or at such other time that the Board designates. At the annual meeting, the Members shall elect Directors and transact any other business that may come before the meeting. If, in any year, the election of Directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board shall call a special meeting of the Members, as soon as possible, to elect Directors.

4.2 Special Meetings of the Members. Special meetings of the Members may be called by a majority of the Directors, or Members having at least twenty-five percent (25%) of the votes entitled to be cast at a meeting of the Members. Any other special meetings may be called by a majority of Directors, or Members as provided for in the Protective Covenants.

4.3 Place of Meeting. The Board may designate any place inside the State of Texas, as the place of meeting for any annual or special meeting of the Members. If the Board does not designate the place of a meeting of the Members, such meeting shall be held at the Association's principal office in Texas.

4.4 Notice of Meetings. No notice of annual meetings of the Members shall be required to be given, and no provision of these Bylaws shall be construed otherwise. With respect to special meetings of the Members other than as may be governed by the Protective Covenants, written or printed notice stating the place, day, and hour of the meeting and the purpose or purposes for which such special meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such special meeting, either personally, by facsimile transmission, or by mail, by or at the directions of the President, the Secretary, or the Persons calling such special meeting, to each Member entitled to vote at such special meeting. If mailed, such notice shall, be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage thereon paid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile. If all of the Members meet and consent to holding a special meeting, any may be taken at such meeting regardless of lack of proper notice.

4.5 Record Date. The record date for determining the Members entitled to notice of a meeting of the Members shall be January 31st of every year, or at such other time fixed by the Board. If the Board fails to fix a record date for a meeting of the Members, the Members on the date of such meeting shall be entitled to vote at such meeting.

4.6 Voting Members' List. After fixing the record date for a meeting of the Members, the Board, the President, or the Secretary shall cause to be prepared an alphabetical list of all Members who are entitled to notice of the meeting. The list must show the address and number of votes each Member is entitled to cast at the meeting. Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared in accordance with the foregoing, and continuing through the meeting, the list of Members must be made available for inspection by any Member entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A Member or Member's agent or attorney is entitled on written demand to inspect and copy the list at a reasonable time and at the Member's expense during the period it is available for inspection. The Association shall make the list of Members available at the meeting, and any Member or Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

4.7 Quorum. At least 20% of the Members, who attend the meeting in person or by proxy, shall constitute a quorum at a meeting of the Members. The Members present at a duly called or held meeting may continue to transact business, even if enough Members leave so that less than the original quorum remains.

4.8 Actions of Members. With respect to any matter voted upon at a meeting of the Members, the affirmative vote of a quorum shall constitute the act of the Members, unless the Act requires the vote of a greater proportion of votes entitled to be cast at a meeting of the Members. Any and all changes in the Declaration of Covenants, Conditions and Restrictions require a 2/3 affirmative vote by the Members.

4.9 Proxies. A Member entitled to vote at a meeting of the Members may vote by proxy. All proxies must be in writing, bear the signature of the Member giving the proxy, and must specify the date on which they are executed. No proxy is valid after 11 months from the date of its execution, unless the proxy specifically states a later date.

ARTICLE 5: BOARD OF DIRECTORS

5.1 Management of Association. The Board shall manage the affairs of the Association. Without limiting the generality of the foregoing, the Board shall fix the amount of the Annual Maintenance Fund Charge and shall authorize the expenditure of funds collected in connection therewith. In managing the affairs of the Association, the Board shall abide by the Protective Covenants.

5.2 Finality of Determination. Provided that the Board abides by the Protective Covenants and exercises its judgment in good faith, the judgment of the Board with respect to the Annual Maintenance Fund Charge (including, without limitation, fixing the amount thereof and authorizing the expenditure of amounts collected in connection therewith) shall be final.

5.3 Number, Qualifications, and Tenure of Directors. The number of Directors shall be five (5). Directors must be Members. After the annual meeting in March 2005, each Director shall serve a term of two (2) years, provided that a Director may be elected to succeed himself or herself any number of times. At the annual meeting in March of 2006, the Members of the Association shall elect three (3) Directors, and at the annual meeting in March of 2007, the Members of the Association shall elect two (2) Directors. This allows for an overlap of terms, so there are always at least two (2) experienced Directors on the Board. The Board shall decide by September 30, 2004, by a majority vote, which two (2) Director's terms will expire in March of 2005.

5.4 Nominating Directors. At any meeting at which the election of Directors is held, a Member may nominate an individual.

5.5 Electing Directors. An individual who has been duly nominated may be elected as a Director. Directors shall be elected by the affirmative vote of a quorum of the Members, and shall hold office until a successor is elected by the Members.

5.6 Vacancies. The Board shall fill any vacancy in the Board and any Director position to be filled due to an increase in the number of Directors. A vacancy shall be filled by the affirmative vote of a majority of the remaining Directors, even if it is less than a quorum of the Board, or if it is a sole remaining Director. A Director selected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

5.7 Annual Meeting. The annual meeting of the Board may be held without notice. The annual Board meeting shall be held immediately after, and at the same place as, the annual meeting of the Members.

5.8 Special Meetings of the Board. Special meetings of the Board may be called by, or at the request of, any Director. Special meetings of the Board shall be held at the Association's registered office in Texas, or any other location designated by the Director calling for a special meeting. The Secretary shall give notice of a special meeting of the Board to the Directors, as these Bylaws require.

5.9 Notice. Written or printed notice of any special meeting of the Board shall be delivered to each Director not less than three (3), nor more than ten (10), days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called it, and the purpose or purposes for which it is called.

5.10 Quorum. A majority of the number of Directors then in office constitutes a quorum for transacting business at any meeting of the Board. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the Directors present may adjourn and reconvene the meeting once without further notice.

5.11 Actions of Board of Directors. The vote of a majority of Directors present and voting at a meeting of the Board at which a quorum is present shall constitute the act of the Board, unless the vote of a greater number is required by the Act. A Director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a Director who is represented by proxy in a vote is considered present.

5.12 Proxies. A Director may vote by proxy. All proxies must be in writing, must bear the signature of the Director giving the proxy, and must bear the date on which the proxy was executed by the Director. No proxy is valid after three (3) months from the date of its execution.

5.13 Compensation. Directors shall not receive salaries for their service as Directors. A Director may serve the Association in any other capacity and receive compensation for those services, provided that any such compensation shall be reasonable and commensurate with the services performed.

5.14 Removing Directors. The Members may remove a Director from the Board at any time, with or without cause, by the affirmative vote of a quorum of the Members. A special meeting to consider removing a Director may be called, and notice of such special meeting given, by following the procedures provided in these Bylaws for a special meeting of the Members. The notice of such special

meeting shall state that the issue of possibly removing a Director will be on the agenda.

A Director may be removed from the Board at any time by the majority vote of the Directors on the Board. There must be specific documented reasons for a Director to be removed from the Board. Such reasons include conduct unbecoming a Director on the Board, failure to perform the duties and responsibilities assigned by the Board, misappropriation of Association funds, absenteeism without proper notification, or any malfeasance of office.

ARTICLE 6: OFFICERS

6.1 Officer Positions. The Association's officers shall consist of the President, the Secretary, and the Treasurer. The Board may create additional positions, define the authority and duties of each such position, and elect Persons to fill each such position. The same individual may not hold the office of President and Secretary. Immediately after the election of new Directors to the Board, the positions of President, Secretary, Treasurer, or any other established position on the Board, shall be open for nomination, and an election of Directors to fill these positions shall be held. No President, Secretary, Treasurer, or any Director may serve as the chairman of any of the Association's committees. Any President, Secretary, Treasurer, or Director may serve as a member on any of the Association's committees.

6.2 Election and Term of Office. The Association's officers shall be elected by a majority vote of the Board. Each officer shall hold office until a successor is duly elected by the majority vote of the Directors on the Board.

6.3 President. The President is the Association's chief executive officer and shall supervise all of the Association's business affairs. The President shall preside at all meetings of the Members and of the Board, execute any instruments that the Board authorizes to be executed, and perform such duties as are assigned by the Board.

6.4 Secretary. The Secretary shall take minutes of the meetings of the Members and the Board, maintain custody of a copy of the Association's records, and perform such duties as are assigned by the Board. In order to be accountable to the Members of the Association, the Secretary shall take minutes of the meetings of the Board, which record each issue voted on, and how each Director voted on each issue. The Secretary shall distribute a copy of the minutes of the previous meeting of the Board to each Director present at such meeting of the Board for approval not more than ten (10) days after the adjournment of such meeting of the Board. After the minutes have been approved, the Secretary shall

distribute a copy of the minutes to all Directors and the Association's Management Company. The Secretary and the Association's Management Company shall keep a copy of the minutes of each Board meeting for the Association's permanent records.

The Secretary shall set agenda of each Board meeting from the topics received from each Director at least one (1) week prior to the date of the meeting of the Board. Topics submitted by a greater number of Directors would receive priority over topics submitted by fewer Directors, and those topics submitted by only one Director would be added to the agenda in a rotating order taking one topic from each Director before taking an additional topic from the same Director. All topics from every Director shall be included in the agenda. The Secretary shall arrange the agenda to address any unfinished business left from the previous meeting of the Board, before any new agenda shall be addressed. The Secretary shall distribute the agenda for each meeting of the Board to each Director, who has confirmed his/her attendance, prior to each meeting of the Board.

6.5 Treasurer. The Treasurer is the Association's chief financial officer and shall supervise all of the Association's financial affairs. The treasurer shall execute all financial affairs not already performed by the Management Company, work with the Management Company to honor all financial obligations of the Association, and perform such duties as are assigned by the Board.

ARTICLE 7: TRANSACTIONS OF CORPORATION

7.1 Instruments. The Board may authorize any officer or agent of the Association to enter into and deliver any instrument in the name of, and on behalf of, the Association. This authority may be limited to a specific instrument, or it may extend to any number and type of possible instruments.

7.2 Deposits. All the Association's funds shall be deposited to the credit of the Association in banks, trust companies, or such other depositories that the Board selects.

ARTICLE 8: BOOKS AND RECORDS

8.1 Required Books and Records. The Association shall keep, at its registered or principal office, (i) correct and complete books and records of account, (ii) minutes of the proceedings of the Members and the Board, and (iii) a record of the names and addresses of the Members.

8.2 Annual Financial Statements. The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member who requests a copy in writing, financial statements

which shall include a balance sheet as at the end of such year and a statement of operations for the year then ended. Such financial statements may be, but shall not be required to be, audited.

8.3 Inspection. All Members shall have the right during regular business hours to inspect the books and records of the Association at the Association's principal office. No Member shall have the right to inspect any records containing information deemed to be confidential. Confidential information shall include any records containing information concerning any Homeowner's delinquency in the payment of their dues or any other monetary balance owed to the Association. Confidential information shall include the minutes of all meetings of the Board of Directors.

ARTICLE 9: FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 10: INDEMNIFICATION

The Association may indemnify a Director, officer, Member, employee, or agent of the Association to the fullest extent permitted by law. However, the Association shall not indemnify any Person in any situation in which indemnification is prohibited by law.

ARTICLE 11: NOTICES

11.1 Notice by Mail or Facsimile. Any notice required or permitted by these Bylaws to be given to a Person may be given by mail or facsimile. If mailed, a notice is deemed delivered when deposited in the mail, with postage prepaid, addressed to the address of the Person as it appears in the records of the Association. If given by facsimile, a notice is deemed delivered upon successful transmission to the Person. A person may change its address in the Association's records by giving written notice of such change to the President or Secretary.

11.2 Signed Waiver of Notice. Whenever any notice is required by law or these Bylaws, a written waiver signed by the Person entitled to receive such notice shall be considered equivalent to such notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

11.3 Waiving Notice by Attendance. A Person's attendance at a meeting constitutes waiver of notice of the meeting unless the Person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 12: SPECIAL PROCEDURES CONCERNING MEETINGS

12.1 Meeting by Telephone. The Members and the Board may hold a meeting by telephone conference call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all Persons participating in the meeting can hear each other, and the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone. A Person's participation in a conference call meeting constitutes its presence at the meeting.

12.2 Action Without Meeting. Any action required by the Act to be taken at a meeting of the members or the Board or any action that may be taken at a meeting of the Members or the Board 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 or Directors as would be necessary to take that action at a meeting at which all of the Members or Directors were present and voted.

12.3 Proxy Voting. A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other Person taking the minutes of the meeting shall record in the minutes the name of the Person who executed the proxy and the name of the Person authorized to exercise the proxy. If a Person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the Secretary or other designated officer remains in force until (i) an instrument revoking the proxy is delivered to the Secretary or other designated officer, (ii) the proxy authority expires under the proxy's terms, or (iii) the proxy authority expires under the terms of these Bylaws.

ARTICLE 13: AMENDING BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted, either by the Members or the Board. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted, shall include the text of the proposed bylaw provisions.

ARTICLE 14: MISCELLANEOUS PROVISIONS

14.1 Governing Law. These Bylaws shall be governed by and construed under the laws of the State of Texas.

14.2 Construction: Severability. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions that may be available to non-profit corporations. If any provision of these Bylaws is held to be invalid, illegal, or unenforceable in

any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of these Bylaws, and these Bylaws shall be construed as if they had not included such invalid, illegal, or unenforceable provision.

14.3 Headings. The headings used in these Bylaws are for convenience and may not be considered in construing these Bylaws.

ARTICLE 15: SPECIAL PROCEDURES CONCERNING COMMITTEES

15.1 Notification of Committee Meetings. Notification of any and all meetings of every Committee of the Association shall be required to be sent by written notice to each Director of the Board and each member of said Committee at least one (1) week before the scheduled time of such meeting. Notification shall consist of a date, a location, and a time where such meeting is to occur. In the event of a cancellation of such meeting, notification must be given in writing to every Director of the Board and every member of the Committee, before the scheduled time of such meeting. The Chairman of each Committee is responsible for all notifications. When the Chairman is not able, the Chairman Pro Tempore of each Committee shall be responsible for all notifications.

15.2 Record of Committee Meetings. Written minutes shall be taken at any and all meetings of every Committee of the Association. Minutes shall include the commencement and adjournment times of each meeting, Members and Directors present, any and all discussion of business, and any and all proposals for action to be approved by the Board of Directors. Within seven (7) days after the meeting of any of the Association's committees, written copies of the minutes from the meeting shall be distributed to each Member of the committee, present at the meeting, for approval. Once the minutes have been approved, written copies shall be distributed to each Member of the committee, each Director on the Board, and the Association's Management Company. The minutes from each meeting of the Association's Committees shall be distributed to each Director and the Management Company no later than ten (10) days after the scheduled day of the meeting. The Chairman of each Committee is responsible for the distribution of minutes. When the Chairman is not able, the Chairman Pro Tempore shall be responsible for the distribution of minutes.

15.3 Authorization of Expenditures. Any and all expenditures of the Association must be authorized by a majority vote of the Board of Directors. Any and all requests involving expenditures of the Association must be sent to the Association's Management Company by the Treasurer of the Board with the same request sent to the remaining Directors of the Board. When the Treasurer is not available, a Director, with the approval of the Board, may submit requests involving expenditures of the Association to the Association's Management Company.

All requests for expenditures for any and all Committees of the Association must come from the Chairman to the Director of the same Committee. The Director shall then introduce the request to the Board for discussion and/or approval. When the Chairman is not able, the request may come from the Chairman Pro Tempore.

ARTICLE 16: COMMITTEES OF THE ASSOCIATION

16.1 Number of Committees. The Association shall have five (5) permanent Committees: the Architectural Control Committee (ACC), the Communications Committee, the Finance Committee, the Landscape Committee, and the Social Committee.

16.2 Management of Committees. Each Director of the Association shall be responsible for the effective functioning of at least one of the Association's Committees. The ACC shall be the responsibility of the ACC Director. The Communications Committee shall be the responsibility of the Communications Director. The Finance Committee shall be the responsibility of the Financial Director, the Treasurer. The Landscape Committee shall be the responsibility of the Landscape Director. The Social Committee shall be the responsibility of the Social Director. After the election or the appointment of at least two Directors, the Members of the Board shall decide which Director shall be responsible for which of the Association's committees.

16.3 Architectural Control Committee.

A. Number of Members. The ACC shall consist of three (3) Members. The ACC Director, with the approval of the Board, shall appoint the Chairman and the Chairman Pro Tempore from the Members of the committee. The Chairman Pro Tempore shall take over the duties of the Chairman, when the Chairman is unable to perform the duties of the Chairman of the ACC. The ACC Director, with the approval of the Board, shall be responsible for replacing any vacancies in the membership of the ACC.

B. Duties.

1. Become familiar with and abide by the governing documents: The Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano, the Bylaws of Fairfield of Plano Homeowners Association, Inc., and the Architectural Standards & ACC Permitted Variances for Fairfield of Plano.

2. Follow the procedures for committees and the ACC as outlined in the Bylaws.
3. Receive, review, and make recommendations to Homeowner's Modification Requests as quickly as possible, but no later than 30 days, the time frame allowed by our governing documents.
4. Review existing Homeowner's modifications, establish if such modifications were submitted for ACC approval, obtain documentation from Homeowners for modifications done without approval when modification is deemed to be approved, and follow procedures for modifications done without ACC approval when modification is deemed to not be approved.
5. Provide articles of interest to the Communications Committee for the Newsletter regarding activities of the committee since the last Newsletter, Architectural Standards, ACC procedures, suggestions for utilizing the ACC, or any information which may be helpful to our community.
6. Design and implement a response specific Modification Request Form for Homeowners.
7. Design and implement an ACC Field Response Report.
8. Respect the confidential nature of this committee and the Homeowners submitting the requests.
9. Meet every two weeks, unless there are no requests to discuss. Then meet at least once a month.
10. Send weekly updates for the ACC Web Page to the Communications Director before each Saturday.
11. After each request has been approved and constructed, a member of the ACC must review the finished construction to assure that it conforms to the Homeowner's Request.
12. Disapprove any and all signs, except for signs advertising a Lot for sale, and signs adhering to the provisions of Article XI.
13. Consider for approval any and all items specifically mentioned in the Declarations of Covenants, Conditions and Restrictions for Fairfield of Plano, which require ACC approval.

16.4 Communications Committee.

A. Number of Members. The committee shall be composed of at least three (3) Members. The Communications Director, with the approval of the Board, shall appoint the Chairman and the Chairman Pro Tempore from the Members of the committee. The Chairman Pro Tempore shall take over the duties of the Chairman, when the Chairman is unable to perform the duties of the Chairman of the Communications Committee. The Communications Director, with the approval of the Board, shall be responsible for replacing any vacancies in the membership of the Communications Committee.

Duties.

1. Become familiar with and abide by the governing documents: The Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano, the Bylaws of Fairfield of Plano Homeowners Association, Inc., and the Architectural Standards & ACC Permitted Variances for Fairfield of Plano.
2. Publish a Fairfield of Plano Newsletter at least four (4) times a year, and distribute it to every Homeowner.
3. Coordinate community information for publication in the Newsletter from each of the Association's committees and the Board.
4. Organize a sales team from the Members of the committee, and sell advertising space in the Newsletter and/or on the Web site to local businesses and individuals in the community.
5. Follow the procedures for committees and the Communications Committee as outlined in the Bylaws.
6. Provide articles of interest to the Communications Committee for publication in the Newsletter regarding activities of the committee since the last Newsletter, introducing families to the community, interesting people or events in the neighborhood, helpful hints, interesting facts, or any other interesting tidbits of information which may be helpful to our community.
7. Compose a Fairfield of Plano Directory from information submitted by the Homeowners, with a signed release form from each Homeowner listed.

8. Compose and implement a Release Form to obtain Homeowner's permission for listing information about the Homeowner in the Fairfield of Plano Directory.

9. Meet at least once a month and perhaps more often during the month the Newsletter is due for publication.

10. Send weekly updates for the Communications Web Page to the Communications Director before each Saturday.

16.5 Finance Committee.

A. Number of Members. The committee shall be composed of at least three (3) Members. The Treasurer, with the approval of the Board, shall appoint the Chairman and the Chairman Pro Tempore from the Members of the committee. The Chairman Pro Tempore shall take over the duties of the Chairman, when the Chairman is unable to perform the duties of the Chairman of the Finance Committee. The Treasurer, with the approval of the Board, shall be responsible for replacing any vacancies in the membership of the Finance Committee.

B. Duties.

1. Become familiar with and abide by the governing documents: The Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano, the Bylaws of Fairfield of Plano Homeowners Association, Inc., and the Architectural Standards & ACC Permitted Variances for Fairfield of Plano.

2. Review the Monthly Financial Report submitted by the Management Company, and advise the Board.

3. Solicit bids for any and all services needed by the Association, and advise the Board.

4. Review all contracts of the Association, and advise the Board.

5. Provide articles of interest to the Communications Committee for publication in the Newsletter regarding activities of the committee since the last Newsletter, anything of financial interest, cost cutting tips, budgeting, financial planning, insurance, or anything else which may be helpful to our community.

6. Follow the procedures for committees and the Finance Committee as outlined in the Bylaws.
7. Respect the confidential nature of this committee and the information related to the Association's financial affairs.
8. Meet at least once a month to review the Monthly Report and more often if the financial demands of the Association deem it necessary.
9. Send weekly updates for the Financial Web Page to the Communications Director before each Saturday.

16.6 Landscape Committee.

A. Number of Members. The committee shall be composed of one (1) Chairman and at least six (6) Area Captains, for a total of at least seven (7) Members. The Landscape Director, with the approval of the Board, shall appoint the Chairman. The Landscape Director, with the approval of the Board, shall appoint the Chairman Pro Tempore from one of the Area Captains on the committee. The Chairman Pro Tempore shall take over the duties of the Chairman, when the Chairman is unable to perform the duties of the Chairman of the Landscape Committee. The Landscape Director, with the approval of the Board, shall be responsible for replacing any vacancies in the membership of the Landscape Committee.

B. Duties.

1. Become familiar with and abide by the governing documents: The Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano, the Bylaws of Fairfield of Plano Homeowners Association, Inc., and the Architectural Standards & ACC Permitted Variances for Fairfield of Plano.
2. Follow the procedures for committees and the Landscape Committee as outlined in the Bylaws.
3. Monitor routine landscape tasks and duties performed by the Association's contracted Landscape Company.
4. Inspect the common areas on a regular basis and report any recommendations for corrective action to the committee Chairman.

5. Select and award a yard beautification award to one (1) house each in Phase I and I Phase II, every three months: Spring, Summer, Autumn, and Winter.
6. Select and award a holiday decorations award to one house each in Phase I and Phase II, once in October and once in December.
7. Recommend major improvements to the grounds and common area landscape.
8. Recommend the color and selection changes for each scheduled change out (twice a year) for the entrances and common areas.
9. Monitor and report any recommendations for corrective landscape action in the community at least every two weeks.
10. Provide articles to the Communications Committee for publication in the Newsletter regarding activities of the committee since the last Newsletter, seasonal suggestions, gardening, weed control, pest control, or any other information which may be of interest to our community.
11. Help hang/remove holiday decorations at the entrances.
12. Send weekly updates for the Landscape Committee Web Page to the Communications Director before each Saturday.
13. Design and implement a Landscape Committee – Area Monitor Report.
14. Help educate Homeowners concerning violations to the Association's governing documents and distribute violation notices when appropriate.
15. Meet at least once a month.

16.7 Social Committee.

A. Number of Members. The committee shall be composed of at least three (3) Members. The Social Director, with the approval of the Board, shall appoint the Chairman and the Chairman Pro Tempore from the Members of the committee. The Chairman Pro Tempore shall take over the duties of the Chairman, when the Chairman of the Social Committee is unable to perform the duties of the Chairman of the Social Committee. The Social Director, with the approval of the Board, shall be responsible

for the replacing of any vacancies in the membership of the Social Committee.

B. Duties.

1. Become familiar with and abide by the governing documents: The Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano, the Bylaws of Fairfield of Plano Homeowners Association, Inc., and the Architectural Standards & ACC Permitted Variances for Fairfield of Plano.
2. Follow the procedures for committees and the Social Committee as outlined in the Bylaws.
3. Send weekly updates for the Social Committee Web Page to the Communications Director before each Saturday.
4. Meet at least once a month.
5. Provide articles of interest to the Communication Committee for publication in the Newsletter regarding activities of the committee since the last Newsletter, planned activities for our community, or any other information which may be helpful to our community.
6. Organize a community party twice a year when the weather is more likely to be pleasant, preferably in the Spring and Autumn. All budgets for any and all functions must be approved in advance by the Board.
7. Organize scheduled functions within the community, such as card games, board games, dominos, recreational activities, book review clubs, sports activities, fund raising events, events for age specific children and adults, language clubs, cultural clubs, dance activities, or any other activity which may be enjoyable to the residents of our community.

ARTICLE 17: PROCEDURES FOR ADDRESSING THE BOARD

Any Member of the Association who wishes to address the Board during a scheduled meeting of the Board shall contact the Secretary of the Board to request to be placed on the Agenda of the next scheduled Board meeting. If the request is submitted within a week of the next scheduled Board meeting, then the Member shall be placed on the Agenda of the following Board meeting, and the Member shall be notified of such action by the Secretary of the Board. The Member, requesting to address the Board, shall inform the Secretary of the Board of the nature of the reason for addressing the Board. If the Board has not satisfactorily responded to the Member's reasons for wishing to

address the Board, the Member shall be scheduled to address the Board during the beginning of the next scheduled Board meeting. After the Board has determined that enough time has been devoted to the concerns of the Member, the Member shall be required to leave the Board meeting to allow the Directors the privacy and freedom to discuss any confidential business of the Association in Executive Session.

THESE AMENDED BYLAWS are adopted by the Board as of August 26, 2004.

THESE AMMENDED BYLAWS shall be referred to as the BYLAWS OF FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION, INC.

THESE BYLAWS are adopted by the Board as of September 28, 2004.

Keith Cutler
Secretary -- Board of Directors
Fairfield of Plano Homeowners Association
August 26, 2004
Revised September 28, 2004

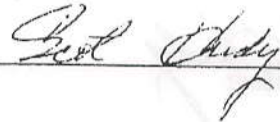
**RESOLUTION OF THE BOARD OF DIRECTORS
FOR FAIRFIELD OF PLANO HOMEOWNERS ASSOCIATION INC.**

WHEREAS Article 13 of the Bylaws states, "These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted, either by the Members or the Board. The notice any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted, shall include the text of the proposed bylaw provisions."

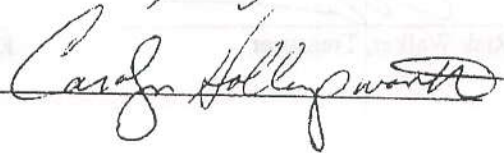
As provided by Article 13 of the Amended Bylaws the Board of Directors resolves to change Article 4.7 of the Bylaws from: "Quorum. At least 20% of the Members, who attend the meeting in person or by proxy, shall constitute a quorum at a meeting of the Members. The Members present at a duly called or held meeting may continue to transact business, even if enough Members leave so that less than the original quorum remains."

To read as follows: "Quorum. *At least 10%* of the Members, who attend the meeting in person or by proxy, shall constitute a quorum at a meeting of the Members. The Members present at a duly called or held meeting may continue to transact business, even if enough Members leave so that less than the original quorum remains."

EXECUTED as this 15TH day of MARCH 2006.







FAIRFIELD OF PLANO ADDITION HOMEOWNERS ASSOCIATION
2711 N. HASKELL SUITE 2650 DALLAS, TEXAS 75204
TEL 214-871-9700 FAX 214-871-0355

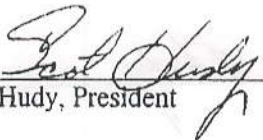
BOARD RESOLUTION

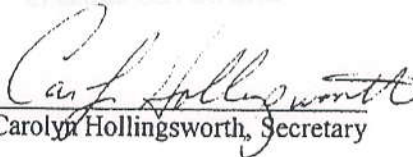
WHEREAS, The Board of Directors of Fairfield of Plano Addition Homeowners Association, Inc. finds there is a need to establish a time line policy for Architectural modifications which are approved, to be completed within a reasonable time period.

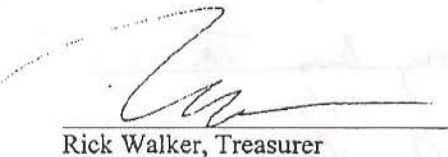
WHEREAS, Article 5.1 of the Bylaws governing Fairfield of Plano Addition Homeowners Association, Inc. states, "The Board shall manage the affairs of the Association. Without limiting the generality of the foregoing, the Board shall fix the amount of the Annual Maintenance Fund Charge and shall authorize the expenditure of funds collected in connection therewith. In managing the affairs of the Association, the Board shall abide by the Protective Covenants."

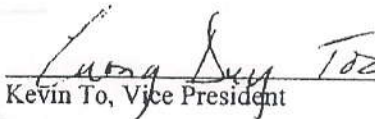
NOW, THEREFORE, IT IS RESOLVED that a time limit is hereby established for approved Architectural modification requests. The approved construction/modification shall be completed within 90 days of the approval by the Committee. If the construction/modification is not completed within 90 days the lot owner must submit a new application for approval.

IT IS FURTHER RESOLVED that this policy is adopted and effective this 25th day of October 2006.


Scot Hudy, President


Carolyn Hollingsworth, Secretary


Rick Walker, Treasurer


Kevin To, Vice President

ATTACHMENT 3

THE FAIRFIELD OF PLANO ADDITION
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA (hereinafter referred to as "Declaration") recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. 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 or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Declaration (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Declaration, the architectural review approval authority established under the Declaration need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing

criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

C. ENERGY EFFICIENT ROOFING

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Declaration. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

ATTACHMENT 4
THE FAIRFIELD OF PLANO ADDITION
RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "Rainwater Harvesting System"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to

accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

ATTACHMENT 5
THE FAIRFIELD OF PLANO ADDITION
FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration.

A. ARCHITECTURAL REVIEW APPROVAL.

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the architectural review authority under the Declaration (the "ACC").

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association

or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed;
- (b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

ATTACHMENT 6

THE FAIRFIELD OF PLANO ADDITION DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

1. **Display of Certain Religious Items Permitted.** An Owner or resident is permitted to display or affix to the entry of 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. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. **General Guidelines.** Religious items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5" x 5" = 25 square inches).

3. **Prohibitions.** No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

4. **Removal.** The Association may remove any item which is in violation of the terms and provisions of this Policy.

5. **Covenants in Conflict with Statutes.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

ATTACHMENT 7

THE FAIRFIELD OF PLANO ADDITION FINE AND ENFORCEMENT POLICY

1. Background. Fairfield of Plano Addition HOA is subject to that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA, recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended ("**Declaration**"). In accordance with the Declaration, the Fairfield of Plano Addition HOA, a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:
- a. New Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation. In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.
 - c. Continuous Violation. If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.
6. Violation Hearing. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within thirty (30) days after the Owner's request for a hearing, the Association will give the Owner at least ten (10) days advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The

minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. The notice may be published and distributed in an Association newsletter or other community-wide publication.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

<u>New Violation:</u>	<u>Fine Amount:</u>
1 st Notice	Warning
2 nd Notice	\$25.00
3 rd Notice	\$50.00
4 th Notice	\$100.00
Each Subsequent Notice:	\$200.00

Continuous Violation:

Notices	Amount TBD
---------	------------

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of hearing an appeal by _____ from the penalties imposed by the Association for violation of the Restrictions.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

Note: An individual will not be present at the hearing unless the hearing officer has been notified in writing that the individual will attend the hearing.

I. Introduction
Hearing Officer

The Board has convened for the purpose of holding an appeal by _____ from the penalties imposed by the Association in violation of the Restatement.

The hearing is being conducted as required by Section 209.02(1) of the Restatement (Third) of Property Law and is an opportunity for the appealing party to present evidence and make the record at issue. The Board will not take the dispute to the hearing. However, the Board may take into account the facts presented and conduct the hearing. If the matter is taken under advisement, a final decision will be communicated to the parties at a later date.

II. Presentation of Facts
Hearing Officer

The purpose of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present evidence in support of the violation. After the Association's representative has finished his presentation, the Officer in his discretion will be given the opportunity to present questions or other material relevant to the violation. The Board may ask questions during either party's presentation. It is requested that questions by the Association party be held until completion of the presentation by the Association representative.

III. Discussion
Hearing Officer

The purpose of the hearing is to permit the Board and the Officer to discuss the facts presented and to the violation. Questions regarding the facts of the hearing should be presented to the Officer and discussed with the Officer in executive session of the Board. The Hearing Officer retains the right to conduct the portion of the hearing at any time.

IV. Resolution
Hearing Officer

The portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution is agreed upon during the discussion phase of the hearing.

ATTACHMENT 8

THE FAIRFIELD OF PLANO ADDITION ASSESSMENT COLLECTION POLICY

Fairfield of Plano Addition HOA is a community (the "**Community**") created by and subject to the Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, and any amendments or supplements thereto ("**Declaration**"). The operation of the Community is vested in Fairfield of Plano Addition HOA (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of \$35.00 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25.00 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board. The Board shall not waive any costs the Association incurred from the management company or other out of pocket expenses, such as, but not limited to, legal fees and/or postage.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- | | |
|--|---------------------------|
| (1) Delinquent assessments | (4) Other attorney's fees |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount |

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner, based on the balance on the account, as outlined below. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

- | | |
|--|------------------------|
| (a) For balances up to \$1,500.00 | / 3 month payment plan |
| (b) For balances of \$1,500.01 or more | / 6 month payment plan |
| (c) A Payment Plan administrative fee will be assessed of \$15.00 per month for each account, until the balance is zero. | |

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner. The Owner will be liable to the Association for its fees and expenses.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company. The Owner will be liable to the Association for its fees and expenses.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations. The Owner will be liable to the Association for its fees and expenses.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services. The Owner will be liable to the Association for its fees and expenses.
- 5-G. Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days, the Association's Managing Agent may prepare and send a Notice of Demand for Payment letter. The Owner will be liable to the Association for its fees and expenses.
- 5-H. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
- (1) Preparation of Second Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then
 - (2) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
 - (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then
 - (4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.
- 5-I. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-J. Money Judgment. The Association's managing agent or attorney may file a suit in court in order to obtain a judgment against a delinquent owner. The Owner will be liable to the Association for its fees and expenses.
- 5-K. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-L. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 9

THE FAIRFIELD OF PLANO ADDITION RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and can not be located.

4. **Records Retention.** The Association shall keep the follow records for at least the times periods stated below:

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.
- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$1.00;

(F) Non-rewritable CD (CD-R)--\$1.00;

(G) Digital video disc (DVD)--\$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

ATTACHMENT 10

**THE FAIRFIELD OF PLANO ADDITION
STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property Owners' association; (b) properly adopted rules and regulations of the property Owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents."

2. **Recordation of All Governing Documents.** The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Governing Documents.** The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

ATTACHMENT 11

THE FAIRFIELD OF PLANO ADDITION STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits annual meetings, certain election requirements and voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. Annual Meetings Mandatory. As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the Members of the Association.

2. Notice of Election or Association Vote. Not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of an election or vote, the Association must give written notice of the election or vote to: (a) each Owner in the Association for purposes of an Association-wide election or vote; or (b) each Owner in the Association entitled to vote to elect Board Members.

3. Election of Board Members. Except during any development period established in the Declaration (see Paragraph 11 below), any Board Member whose term has expired must be elected by Owners in the Association. A Board Member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board Member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

4. Eligibility for Board Membership. Except during any development period established in the Declaration (see Paragraph 11 below), the Association may not restrict an Owner's right to run for a position on the Board. If the Board is presented with written and 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 then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

5. Right to Vote. Except during any development period established in the Declaration (see Paragraph 11 below), any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

6. Voting: Quorum. The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot;

or (d) by any method of representative or delegated voting provided by the Association's governing documents.

7. **Written Ballots.** Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

8. **Absentee or Electronic Ballots.** An absentee or electronic ballot: (a) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (b) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (c) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

a. **Meaning of Electronic Ballot.** Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

b. **Solicitation of Votes by Absentee Ballot.** Any solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

9. **Tabulation of and Access to Ballots.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

10. **Recount of Votes.** Any Owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (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 latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Owner requesting the recount will be

required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

a. Vote Tabulator. At the expense of the Owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (a) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (b) is either a person agreed on by the Associations and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

b. Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.

c. Board Action. 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 any recount.

11. Development Period. The Declaration may provide for a period of declarant control of the association during which a declarant, or persons designated by the declarant, may appoint and remove board members and the officers of the association, other than the board members or officers elected by members of the property association.

ATTACHMENT 12

THE FAIRFIELD OF PLANO ADDITION
STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Addition HOA recorded under Document No. 2000-0094598, Official Public Records of Collin County, Texas, as amended.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. **Definition of Board Meetings.** As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

2. **Open Board Meetings.** All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3. **Location.** Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

4. **Record; Minutes.** The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

5. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each property Owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

6. Meeting without Prior Notice. A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners under Paragraph 5 above consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval; or
- (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

7. *Development Period.* The provisions of this policy do not apply to Board meetings during the "development period" (as defined in the Declaration) unless the meeting is conducted for the purpose of: (a) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations of the Association; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members of the Association or establishing a process by which those members are elected; or (d) changing the voting rights of members of the Association.

7
The provisions of this policy do not apply to board meetings during the "development period" (as defined in the Declaration) unless the meeting is conducted for the purpose of (a) adopting or amending the governing documents, including definitions, before rules and regulations in the association, (b) assessing the amount of regular assessments of the Association or adopting or increasing a special assessment to defray non-developer board members of the Association or establishing a process by which those members are elected, or (c) changing the voting rights of owners of the Association.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/13/2012 11:10:04 AM
\$272.00 CJAMAL
20120213000159940



Stacey Kemp