

NOTICE OF DEDICATORY INSTRUMENTS
FOR
TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

43
NOTICE
[Signature]

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Secretary of Trailwood Village Townhouse Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:

Reserve "D" of Trailwood Village, Section Two (2), a subdivision in Harris County Texas according to the map or plat thereof recorded in Volume 194, Page, 53, of the Map Records of Harris County, Texas. *lll*

2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Property, and the recording information for such document(s) are as follows:

a. Document:

Master Declaration for Trailwood Village Townhouses (a Residential Development)

b. Recording Information:

i. Harris County Clerk's File No. E299775

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

- a. Articles of Incorporation of Trailwood Village Townhouse Association;
- b. Bylaws of Trailwood Village Townhouse Association;
- c. Payment Plan Policy for Trailwood Village Townhouse Association;
- d. Open Records Policy for Trailwood Village Townhouse Association;
- e. Records Retention Policy for Trailwood Village Townhouse Association; and
- f. Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Trailwood Village Townhouse Association.

This Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the Dedicatory Instruments attached to this Notice are either the originals or true and correct copies of the originals.

RP 000-28-1006

Executed on this 12th day of January, 2012.

TRAILWOOD VILLAGE TOWNHOUSE
ASSOCIATION

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By: David C Taylor
David Taylor, Secretary

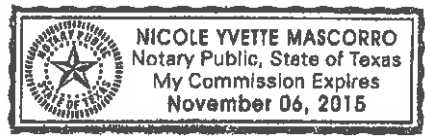
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared David Taylor, Secretary of Trailwood Village Townhouse Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12th day of January, 2012, to certify which witness my hand and official seal.

Nicole Yvette Mascorro
Notary Public in and for the State of Texas

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



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ARTICLES OF INCORPORATION

OF

TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas

NOV 13 1974

Betty Walker
Deputy Director, Corporation Division

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting herein as incorporators of a corporation under the Texas Non-profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which this corporation (sometimes hereinafter referred to as the "Corporation" or the "Association") is organized are:

A. To provide for maintenance, repair, preservation, upkeep, protection and Architectural Control of the Common Area of the property which is now within and which may at any time hereafter be added or annexed to the residential development known as TRAILWOOD VILLAGE TOWNHOUSES, a residential development in the Elijah Votaw Survey, Abstract 823, in Harris County, Texas, according to and as particularly described in the MASTER DECLARATION therefor and the Exhibits attached thereto, dated the 20th day of August, 1974, and

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Harris County Clerk's File Number E-299775, reference to which and said record thereof being hereby made for all purposes.

B. To promote the health, safety, recreation and welfare of the homeowners and/or residents within said residential development and any additions or annexations thereto as may be hereafter submitted to and brought within the jurisdiction of this Association.

C. To perform all of the duties and obligations and to exercise all of the rights, powers and privileges of the Association as set forth in the Master Declaration above mentioned.

D. To levy, demand, enforce payment of and collect assessments against the residential building plots and the owners thereof as provided for in said Master Declaration, and for the benefit of such owners to hold legal title to and make, publish and enforce reasonable rules and regulations regarding the use of the Common Area within this residential development as provided for in said Master Declaration, to pay the common expenses out of the Maintenance Fund as provided for in said Master Declaration.

E. To provide or cause to be provided such services and information as well as encouraging and doing such things as will or may reasonably be expected to effectuate or promote any of the aforesaid purposes or objects.

The mention of specific purposes herein is not intended to limit purposes expressed in general terms. The term "Master Declaration" as used in these Articles of Incorporation means the said instrument recorded as aforesaid and all amendments which may hereafter be made thereto by Articles of Amendment or otherwise, and the term "residential development" means all the property now within TRAILWOOD VILLAGE TOWNHOUSES as provided for in said Master Declaration.

ARTICLE FIVE

In addition to, and not in limitation of, the powers, rights

amendments heretofore or hereafter made thereto), this corporation shall have the power and authority to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Master Declaration whether in general or specific terms, and to do all such other things reasonably contemplated or implied by the provisions of the said Master Declaration consistent with and not prohibited by the Texas Non-Profit Corporation Act.

B. Fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Master Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against property held in the name of the Association.

C. Acquire (by gift, purchase or otherwise) personal property in connection with the use, operation or enjoyment of the Common Area of said residential development and to dispose of any such personal property which is no longer desirable for such purposes.

D. Acquire, own, hold, improve, build upon, operate, maintain, repair, and preserve the Common Area of this residential development and of property which may be lawfully added thereto as part thereof.

E. Dedicate or convey easements in, on, under, over or above the Common Area to any public agency, authority or utility company, for such purposes as the Association shall deem proper.

F. Enter into, execute and perform contracts and agreements in connection with its rights, powers, duties and obligations in respect to the Common Area of said residential development.

ARTICLE SIX

Each and every person, firm, partnership, corporation or other

~~fee or a fee interest in any townhouse building plot as defined~~
in said Declaration), whether improved or unimproved, within the property now constituting TRAILWOOD VILLAGE TOWNHOUSES, shall automatically, upon becoming such Owner, be a member of the Association (with the voting rights set forth in the following Article) and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each townhouse building plot and may not be separated from such ownership. It shall be the obligation of every member to notify the Association in writing of his name, ownership and mailing address so that the same may be recorded on the membership roll and records of the Association.

ARTICLE SEVEN

The Association shall have two (2) classes of voting membership designated as "Class A" and "Class B" who shall be composed and have voting rights as follows:

CLASS A. Class A members shall be all Owners with the exception of the "Declarant" (as named and defined in said Master Declaration), each of which Owners shall be entitled to one (1) vote for each townhouse building plot (as defined in said Master Declaration) owned by him. When more than one person owns a fee interest in any townhouse building plot, all such interested persons shall be members; however, the vote for such townhouse building plot in which more than one person has a fee interest shall be cast by the person or persons having a majority interest, and in the event the persons having a majority interest are not able to agree in respect to a vote upon any matter, then such Owners shall not have a right to vote on such matter as there shall be no fractional votes.

CLASS B. Class B member(s) shall be the "Declarant" who shall be entitled to three (3) votes for each townhouse building

membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A members equals for a period of at least twenty-four (24) consecutive months the total votes outstanding in the Class B membership; or
- b. On the 7th anniversary date of the first conveyance by the Declarant of a townhouse building plot with a residence thereon, to a purchaser.

ARTICLE EIGHT

The street address of the initial registered office of the corporation is 1600 Avenue N, Suite 108, South Houston, Texas 77587, and the name of its initial registered agent at such address is EUGENE WINOGRAD.

ARTICLE NINE

The affairs of this corporation shall be managed by a Board of not less than Five (5) Directors, who need not be members of this corporation. Subject to such limitation, the number of directors shall be fixed by the by-laws of the corporation and amendments thereto from time to time, except as to the number of the initial Board of Directors. No decrease in the number of directors at any time shall affect or shorten the term of any incumbent director. In the absence of a by-law fixing the number of directors, the number of directors shall be Five (5).

The number of directors constituting the initial Board of Directors of the corporation is Five (5), and the names and addresses of the persons who are to serve as the initial directors are:

<u>NAME:</u>	<u>ADDRESS:</u>
FRANK SHAW	3210 Smith Street, Houston, Texas
DONNA TIDWELL	3210 Smith Street, Houston, Texas

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EUGENE WINOGRAD	1600 Avenue N, Suite 108, South Houston, Texas
JUDITH WINOGRAD	1600 Avenue N, Suite 108, South Houston, Texas
BERNARD S. STOLBUN	3210 Smith Street, Houston, Texas

The initial directors above named, shall hold office for a term of three (3) years; thereafter directors shall be elected or appointed in the manner and for the terms provided in the by-laws and the amendments thereto.

ARTICLE TEN


The name and address of each incorporator is:

<u>NAME:</u>	<u>ADDRESS:</u>
EUGENE WINOGRAD	1600 Avenue N, Suite 108, South Houston, Texas
JUDITH WINOGRAD	1600 Avenue N, Suite 108, South Houston, Texas
BERNARD S. STOLBUN	3210 Smith Street, Houston, Texas

ARTICLE ELEVEN

All names, words, terms and phrases used in these Articles of Incorporation, which are also used and defined in said Master Declaration, shall be defined and have the same meaning as in said Master Declaration.

IN WITNESS WHEREOF, we have hereunto set our hands on this the 28th day of October, 1974.



 EUGENE WINOGRAD, Incorporator



 JUDITH WINOGRAD, Incorporator



 BERNARD S. STOLBUN, Incorporator

COUNTY OF HARRIS X

I, Sonia F. Harrell, a Notary Public in and for Harris County, Texas, hereby certify that on the 8th day of November, 1974, personally appeared before me EUGENE WINOGRAD, JUDITH WINOGRAD and BERNARD S. STOLBUN, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

CERTIFIED TO UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of November, 1974.

Sonia F. Harrell
NOTARY PUBLIC in and for
Harris County, T E X A S

RP 020-78-1014

BY-LAWS
OF
TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is **TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION**. This is a nonprofit corporation organized under the Texas Non-profit Corporation Act, and it is sometimes referred to in these By-Laws as the "Association". The principal office of the corporation shall be located at 2193 Lake Village Drive, Kingwood, Harris County, Texas, but meetings of members or directors may be held at such other place within Harris County, Texas, as may be designated by the Board of Directors from time to time.

ARTICLE II

DEFINITIONS

The definitions set out in Article I of the Master Declaration for **TRAILWOOD VILLAGE TOWNHOUSES**, dated the 20th day of August, 1974, and filed for record on the 28th day of October, 1974, in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. E-299775, herein referred to as the "Declaration", are also adopted for the purpose of these By-Laws. Additional definitions shall be interpreted as follows:

a) "Proxy" - an absentee ballot to be voted by the Member regarding specific issues to be listed on said proxy, with the particular meeting specified in conjunction with those issues, executed in writing by the member to be filed with the Nominating/Election Committee in regards to elections or the Proxy Representation Committee regarding all other issues for submission on behalf of the member in the event said member cannot attend a meeting. The member is the only duly authorized representative to execute in writing said proxy and in no circumstance shall any proxy be voted by any other member. No proxy shall be valid after ninety (90) days from the date of its execution. Every proxy shall be revocable by the signing member.

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b) "Vote" - the right to cast a ballot of decision regarding an issue, proposal, motion or candidate for office in person or by Proxy as defined above. In accordance to the Master Declaration Article XIV, The Association, Section 3, Class A. Members are entitled to only one (1) vote for each Townhouse Building Plot owned; however, in the event that more than (1) person has a fee interest in said Townhouse Building Plot, the person or persons having the majority interest shall have the right to cast the vote; and in the event those persons having a majority interest or those having equal 50/50 interests are not able to agree in respect to a vote upon any matter, then such Owners shall not have a right to vote on such matter as there shall not be any fractional votes.

c) "Office" - A position of the "Association" that is also an officer of the Corporation with the respective title thereof, i.e. President, Vice President, Treasurer, or Secretary.

d) "Quorum" - members holding 51% (23 members) of the total votes of the membership shall constitute a quorum

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held on the 1st day of August, 1975, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 6:00 o'clock P.M. If the day for the annual meeting of the members is a Sunday or a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At any annual meeting the members may fix a date and time for the next annual meeting different from that herein provided.

Section 2. Special Meeting of the Members. Special meetings of the members may be called at any time by the President upon written request of the members who are entitled to vote 25% (11 members) of all of the votes of the membership.

If said meeting is not called by the President, within 2 weeks of written request of the members who are entitled to vote 25% (11 members) of all of the votes of the membership then said members shall have the power to call a special meeting of the members, fix the date, time, and place for such meeting, and chair said meeting.

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Section 3. Place of Meeting. The President may designate any place in Harris County, Texas as the place of meeting for any special meeting called by the President, and the Board of Directors may designate any place in Harris County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. Each call or notice of any meeting, annual or special, shall designate the time, date and place of said meeting. If there are members present holding 51% of the total votes of the membership in person or by proxy at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

In the event a Special meeting has to be called at any time by the members. The members may designate any place in Harris County, Texas as the place of meeting for any special meeting called by the members. Each call or notice of any special meeting of the members shall designate the time, date and place of meeting. If there are members present holding 51% of the total votes of the membership in person or by proxy at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and such meeting any corporate action may be taken.

Section 4. Notice of Meeting. The President as to special meetings called by him, and the Board of Directors as to annual meetings or special meetings called by the Board of Directors, or special meetings of the members called by the members who are entitled to vote 25% (11 members) of all of the votes of the membership, all of the aforementioned shall cause written notices stating the place, day and hour of any such meeting, by posting of same on the Bulletin Board located next to the mailboxes at the reflection pond, or to be delivered either personally or by mail to each member not less than fifteen (15) nor more than thirty (30) days before the date of such meeting. In cases of a special meeting, or when required by statute or these by-laws, the purpose or purposes for which such meeting is called shall generally be stated in the notice. If mailed, the notice of meeting shall be deemed to have been delivered when deposited in the U.S. Mail, addressed to the member at the last address appearing on the books of the Association, or supplied by such member to the Association for the purpose of notices. All members or directors attending any meetings shall constitute a waiver of notice and shall be deemed to have received proper notice of said meetings.

Section 5. Quorum. The presence in person or by proxy of members holding 51% (23 members) of the total votes of the membership shall constitute a quorum at such meeting. If a

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Quorum is present at any meeting of members, unless otherwise expressly provided for by the statute, the Articles of Incorporation, the Master Declaration or these By-Laws, all questions voted upon shall be decided by a simple majority of the valid votes cast, including adjournment of the meeting from time to time without further notice. If a quorum is not present at any meeting of members, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum aforesaid, shall be present or be represented.

Section 6. Proxy. Proxy vote shall be an absentee ballot to be voted by the "Member". At any meeting of members, a member entitled to vote may vote by proxy, executed in writing by the member and filed with the Nominating/Election committee for that particular meeting in accordance with Article V, Nomination and Election of Directors, Section 1, pages 6 and 7, or the proxy representation committee regarding all other issues for submission on behalf of the member in the event said member cannot attend a meeting. The member is the only duly authorized representative to execute in writing said proxy and in no circumstance shall any proxy be voted by any other member. If no candidate is selected or the proxy is deemed to be executed improperly or not completed in its entirety by the respective committee thereof, then shall be declared null and void and considered as no vote. No proxy shall be valid after ninety (90) days from the date of its execution. Every proxy shall be revocable by the signing member.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Term. The affairs of this Association shall be managed by a Board to initially consist of five (5) directors, each of whom shall serve for a term of three (3) years and until his/her successor is duly elected and qualified, as provided for in the Articles of Incorporation. At the end of the term of the initial directors the Board shall consist of seven (7) directors, or such number as may from time to time be specified by amendment to these By-Laws, but in no case less than five (5), to be elected by the members as provided for in the succeeding Article. The directors to be elected by the members, as aforesaid, shall each serve for a term of two (2) years and until his/her successor is duly elected and qualified.

Section 2. Vacancies. Any vacancy occurring in the Board of Directors, including the initial Board of Directors, shall be for the unexpired term by majority vote of the remaining Directors, although they may be less than a quorum.

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Section 3. Quorum. At all meetings of directors the presence of a majority of the Directors shall constitute a quorum, and unless otherwise provided for or required by statute or in these By-Laws, all questions at any meeting at which a quorum is present, shall be determined by a majority of the votes cast. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 4. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice, other than the notice hereby given, immediately after, and at the same place as the annual meeting of the members. The Board of Directors may provide by resolution the time and place of the holding of additional regular meetings of the board provided copies of said resolution showing the dates, locations, and times of those meetings are posted for all members 10 days prior to commencement of any such meeting or meetings included in said resolution. No member shall be barred from attending any Board of Directors Meeting, Special Meeting, or Annual Meeting and all meetings held by the Board wherein a resolution has not been provided to the members shall be posted on the Bulletin Board at the Mailboxes next to the reflection pond 10 days prior to said meeting showing dates, times, and places of such meetings.

Section 5. Special Meetings of the Board of Directors. Special Meetings of the Board of Directors may be called by or at the request of the President or by or at the request of one third (1/3) of the directors then in office. The person or persons authorized to call such special meeting of the Board may fix the date, time and place for such meetings. Written notices of special meetings of the Board of Directors shall be given at least ten (10) days prior to the date of meeting by personal delivery or by mail or telegram addressed to the address of each director as last shown by the records of the Association. If mailed, such notice shall be deemed delivered as of the date when deposited in the U.S. Mail, postage prepaid. Each notice shall briefly set out the purpose of the meeting, and the time, date and place of the meeting. The attendance of a director at any special meeting of the Board of Directors shall constitute a waiver of notice of such meeting.

Section 6. Compensation. Directors as such shall not receive nor be entitled to any pay or compensation for their services as directors, but nothing herein shall be construed to preclude or prevent any director from serving the Association in any other capacity and

receiving compensation therefor.

Section 7. Written Consent. Any action required by law or in these By-Laws to be taken at a meeting of the Board of Directors, or any action which may or could be taken at a meeting of the Directors, regular or special, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the Directors and recorded in the records of the Board, whereupon the same shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating/Election committee. The Nominating/Election committee shall be selected from a slate of volunteers at the annual meeting and shall consist of one member of the Board of Directors, acting as a liason and four members of the Association who will not be members of the Board of Directors. Selection of the Nominating/Election committee shall take place at each annual meeting of the members at which Directors are to be elected, to serve from the close of such annual meeting until the close of the next annual meeting, and shall be announced at said annual meeting. The Nominating/Election committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of Directors to be elected. Such nominations may be made from among members or non-members of the Association.

Section 2. Powers and Duties of the Nominating/Election Committee.

The Nominating/Election committee shall have the power and duty to:

- (a) prepare a survey letter to determine interested candidates for the Board of Directors election;
- (b) contact nominees to determine willingness to serve and notify them they have been nominated;
- (c) prepare the proxy ballots and mail same to all members of the Association and serve as the party to whom they are returned;

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- (d) prepare the voting ballots to be passed out to the members at the annual meeting;
- (e) count all ballots including proxy ballots to determine majority of votes per each candidate;
- (f) announce the members elected to the Board of Directors and the number of votes each candidate received at the annual meeting, and post the results of the election on the Bulletin Board;
- (g) serve as a proxy representation committee with the same duties outlined and for the same term to handle all balloting, proxies, including but not limited to the preparation, counting, posting etc. when a major issue has to be voted on by the Members of the Association;
- (h) at the annual meeting of the members each year select from a slate of volunteers members to serve on the following committees for 1 year terms, to be renewed annually:

- Short Term Lawn and Maintenance Committee
- Architectural Committee
- Long Term Budget Planning Committee

Each committee shall consist of one member of the Board of Directors, acting as a liason and four members of the Association who will not be members of the Board of Directors;

- (i) form other committees if necessary with approval of the board.

Section 3. Election. Election to the Board of Directors shall be by written ballot and all aspects, balloting, counting of ballots, announcing the officers elected by the number of votes, posting of the results of the election on the Association Bulletin Board shall be the responsibility of the Nominating/Election committee appointed according to Article V., Nomination and Election of Directors, Section 1, Nomination, page 6 At such election the members or their proxies may cast in respect to each vacancy, 1 vote per household per the Master Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The first election of directors by the members shall be held at the annual meeting of the members.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Master Declaration;
- (d) declare the position of a member of the Board of Directors to be vacant in the event such member shall be absent without valid excuse from three (3) meetings; regular, annual or special of the Board of Directors;
- (e) employ a manager, independent contractor, or such other employees as they may deem necessary and to prescribe their duties; and,
- (f) do such other things and perform such other acts as a Board of Directors may lawfully do under the provisions of the Texas Non-Profit Corporation Act, and amendments thereto;
- (g) make decisions regarding expenditures up to ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). In the event that there are expenditures needing to be made over and above that ONE THOUSAND FIVE HUNDRED DOLLAR (\$1,500.00) limit, it

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must be reviewed by the Short Term Lawn and Maintenance Committee who will assist the Board and make their recommendations regarding same.

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

- (a)** manage the affairs of the Association;
- (b)** cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- (c)** supervise all offices, agents and employees of this Association, and to see that their duties are properly performed;
- (d)** issue or to cause an appropriate officer to issue, upon demand by any owner, or mortgagee of an owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e)** cause the Common Area to be maintained in accordance with the provision of the Master Declaration;
- (f)** to demand, collect and enforce payment of the regular annual maintenance charge assessments and any special assessments in accordance with the provisions of the Master Declaration; and,
- (g)** in general, to perform and discharge all duties of the Board of Directors as may be set out in the Master Declaration, these By-Laws or the Texas Non-Profit Corporation Act;
- (h)** provide a copy of any records of meetings, the minutes of any and all Board Meetings, any records pertaining to the maintenance, repairs, bids, contracts, insurance regarding the "Association" complex to any member within 5 days of such request by said member;

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- (i) maintain by annual 12 month contracts the landscape maintenance, and comprehensive liability insurance and upon expiration of same to obtain a minimum of 3 bids for renewal of the contracts for landscape maintenance, and comprehensive liability insurance, of Trailwood Village Townhomes common areas for the members at which time it shall be the duty of the President to call a special meeting of the Board of Directors and the "Short Term Lawn & Maintenance Committee" for the purpose of reviewing the bids and assisting the Board in awarding the contracts for that year . Should any bid be received which could be construed as a conflict of interest regarding the "Association", Board of Directors, or members it shall be put to a vote by the Short Term Lawn and Maintenance Committee and a determination made whether or not to accept or decline and if declined to be replaced by another bid at which time the meeting will be adjourned until another bid can be received and the meeting reconvened at a later date;
 - (j) whenever possible the Board will adhere and attempt to obtain a minimum of 3 bids for all repairs and work to be done on behalf of the "Association";
 - (k) make decisions regarding expenditures up to **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)**. In the event that there are expenditures needing to be made over and above that **ONE THOUSAND FIVE HUNDRED DOLLAR (\$1,500.00)** limit, it must be reviewed by the Short Term Lawn and Maintenance Committee who will assist the Board and make their recommendations regarding same;
 - (l) two signatures shall be required on all checks and up to five of the members of the Board of Directors shall have signing authority with the exception of the Treasurer, who shall not have the authority to sign checks.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by Resolution create, who need not be members of the Board of Directors. The office of secretary and treasurer may not be held by the same person.

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

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

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

Section 5. Resignation and Removal. Any officer may have his/her title removed without cause by the Board of Directors, said title being that of President, Vice President, Secretary or Treasurer. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any and all officers, or any and all members of the Board of Directors, may be removed from their respective position on the Board of Directors without cause by the presence in person or by proxy of members holding of 51% (23 members) of the total votes of the membership constituting a quorum at a Special Meeting of the Members as outlined in Article III., Section 2, Special Meetings, page 2 of the "TVTA" By-Laws to be called by the President upon written request by the "Members" who are entitled to vote 25% of all of the votes of the membership and posted with reasons stated for the members to attend and a new election be held at said meeting in accordance with Article III., Section 5. Quorum of the "Association" By-Laws. Causes for such removal could be any or all of the following: failure to perform, comply, and exercise duties as outlined in the "Association" By-Laws Article IV. Powers and Duties of the Board of Directors, Section 2, page 8 and 9, and 10; incapacitation, any illegal activity, misappropriation, or misuse of funds.

Section 6. Vacancies. Vacancy in any office or Board position may be filled by appointment by the Board. The member appointed to such vacancy shall serve temporarily till the next annual meeting whereby the members of the Association shall elect a new Director to serve in the position of the temporary Director appointed by the Board to fill said

vacancy and the newly elected Board of Director shall serve for the remainder of the term of the board member he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office, except in the case of special offices created pursuant to Section 4 of this Article.

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

(a) President: The President shall preside at all meetings of the members and of the Board of Directors at which he/she shall be present; he/she shall have general charge and supervision of the business of the corporation; he/she may sign and execute in the name of the corporation, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the corporation; and in general he/she shall perform all duties incident to the office of a President of a corporation, and such other duties as from time to time may be assigned to him/her by the Board of Directors.

(b) Vice-President: The Vice-President at the request of the President or in his/her absence or during his/her inability to act, shall perform the duties and exercise the functions of the President and when so acting shall have the powers of the President. The Vice-President shall have also such other powers and perform such other duties as may be assigned to him/her by the Board of Directors or the President.

(c) Secretary: The Secretary shall keep the minutes of the meeting of the members and of the Board of Directors in books provided for that purpose; he/she shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; he/she shall be custodian of the records of the Association; he/she shall attest and affix the corporate seal to all instruments executed by the corporation which are required by law to be attested by the Secretary and sealed with the corporate seal; and in general he/she shall perform all duties incident to the office of a secretary of a corporation, and such other duties as from time to time may be assigned to him/her by the Board of Directors or the President.

(d) Treasurer: The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the corporation, and shall deposit or cause

to be deposited in the name of the corporation all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time be selected by resolution of the Board of Directors; he/she shall also render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the corporation and in general he/she shall perform all of the duties incident to the office of a treasurer of a corporation, and such other duties as may be assigned to him/her by the Board of Directors or the President. The Treasurer shall not have the authority to sign checks.

ARTICLE VIII

BOOKS AND RECORDS

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

ARTICLE IX

CORPORATE SEAL

The Association may adopt and have a corporate seal which shall be in such form and with such wording as the Board of Directors may determine.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall indemnify any director or officer or former director or officer of the Association for expenses and costs (including attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in Court or otherwise, by reason of his being or having been such director or officer, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

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Section 2. If the Association has not fully indemnified him, the Court in the proceedings in which any claim against such director or officers has been asserted, or any Court having the requisite jurisdiction of an action instituted by such director or officer on his claim of indemnity, may assess Indemnity against the Association, its receiver or trustee, for the amount paid by such director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Association), and any expenses and costs (including attorney's fees) actually and necessarily incurred by him in connection therewith to the extent that the Court shall deem reasonable and equitable, provided, nevertheless, that Indemnity may be assessed under this Article only if the Court finds that the person indemnified was not guilty of negligence or misconduct in respect of the matter to which Indemnity is sought.

Section 3. The Association shall be responsible for obtaining liability insurance insuring all directors, and officers of the Association in addition to the liability insurance carried on the property and the Association.

ARTICLE XI

AMENDMENTS AND CONFLICTS

These By-Laws may be amended at any regular or special meeting of the members at which a quorum is present by a vote of a majority of the members present and voting in person or by proxy. A quorum of the members shall have the power to alter, amend or repeal the By-Laws or to adopt new By-Laws.

In the event of a conflict concerning the By-Laws, members entitled to vote 25% (11 members) of all the votes of the membership shall call a special meeting of the members for the purpose of forming a By-Law Committee to resolve the conflict. The By-Law Committee shall consist of one member of the Board of Directors acting as a liason and four members of the Association who will not be members of the Board of Directors.

ARTICLE XII

FISCAL YEAR

The Fiscal Year of the Association shall be as fixed by Resolution of the Board of Directors from time to time.

We, the undersigned, being all of the Directors named in the Articles of Incorporation, do hereby assent to the foregoing By-Laws approved by a quorum of 51% of the total votes of the membership in person or by proxy, do hereby adopt the same as the By-Laws of TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION, on this the 11 day of JANUARY, 1993.

RE 080-78-1029

Carl Jones, Jr.
Director
Anthony Vecchio
Director
Richard C. [unclear]
Director
Robert [unclear]
Director
Carolyn Monroe
Director
Jonell [unclear]
Director
Susan L. [unclear]
Director

**PAYMENT PLAN POLICY
FOR
TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, David Taylor, Secretary of Trailwood Village Townhouse Association (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 13th day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The new law relating to alternative payment schedules (i.e., payment plans) becomes effective on January 1, 2012.
3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a maximum of six (6) months, with the payments being in equal amounts over the duration of the payment plan.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included In Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: a total of \$25.00 for the preparation of a Payment Plan Agreement and for receiving, documenting and processing the payments. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the Master Declaration for Trailwood Village Townhouses (a Residential Development).

7. **Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 12th day of January, 2012.

TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

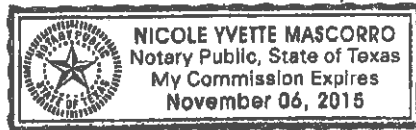
By: David C Taylor
David Taylor, Secretary

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 12th day of January, 2012 personally appeared David Taylor, Secretary of Trailwood Village Townhouse Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Nicole Yvette Mascorro
Notary Public in and for the State of Texas

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



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REF 080-78-1032

OPEN RECORDS POLICY
FOR
TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, David Taylor, Secretary of Trailwood Village Townhouse Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 13th day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.

2. The new law relating to open records becomes effective on January 1, 2012.

3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:

- a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
- b. describe with sufficient detail the books and records of the Association that are requested; and
- c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.

2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10th) business day after the date the

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Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. Informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3") as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this Policy (either through amendment or error by this Policy) the then current rates set forth in Section 70.3 shall control.

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SECRET

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

9. **Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

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

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11. Books and Records Not Required to be Produced.

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

- a. identify the history of violations of dedicatory instruments of an individual Owner;
- b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
- c. disclose an Owner's contact information, other than the Owner's address; or
- d. disclose information related to an employee of the Association, including personnel files.

11.2. The Association is not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.

11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. Business Day. As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 12th day of January, 2012.

TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

By: David C Taylor
David Taylor, Secretary

THE STATE OF TEXAS

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§

COUNTY OF HARRIS

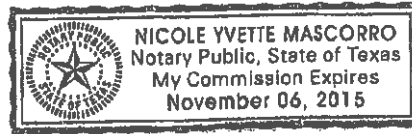
BEFORE ME, the undersigned notary public, on this 12th day of January, 2012 personally appeared David Taylor, Secretary of Trallwood Village Townhouse Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Nicole Yvette Mascorro
Notary Public in and for the State of Texas

Return to:

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

208860



2012-01-12 10:37 AM

RECORDS RETENTION POLICY
for
TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, David Taylor, Secretary of Trailwood Village Townhouse Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 13th day of December, 2011, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.

2. The new law becomes effective on January 1, 2012.

3. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

POLICY:

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. Retention Periods.

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

RP 030-79-1038

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

s) Suit files	Seven (7) years after the date the suit is resolved
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2. Destruction of Documents.

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

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 12th day of January, 2012.

TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

By: David C Taylor
David Taylor, Secretary

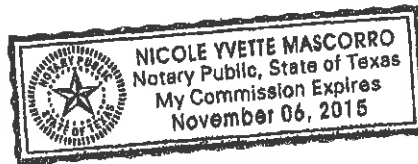
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 12th day of January, 2012 personally appeared David Taylor, Secretary of Trailwood Village Townhouse Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Nicole Yvette Mascorro
Notary Public in and for the State of Texas

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

208856



2012-01-12 10:40

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

for
TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, David Taylor, Secretary of Trailwood Village Townhouse Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board"), with the Board also acting as the Architectural Control Committee of the Association ("ACC"), duly called and held on the 13th day of December, 2011, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following "Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items" was duly approved by a majority vote of the members of the Board in attendance:

RECITALS:

1. Chapter 202 of the Texas Property Code was amended to add sections relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items.
2. The amendments relating to solar energy devices, storm and energy efficient shingles, flags and religious items became effective on June 17, 2011 and the amendments relating to rain barrels and rain harvesting systems became effective on September 1, 2011.
3. The Board of Directors of the Association, also acting as the Association's Architectural Control Committee, desires to adopt guidelines relating to rain barrels and rain harvesting systems, solar energy devices, storm and energy efficient shingles, flags, and religious items consistent with the applicable provisions in Chapter 202 of the Texas Property Code.

GUIDELINES:

Section 1. Definitions. Capitalized terms used in these Guidelines have the following meanings:

- 1.1. **ACC** - The Architectural Control Committee of Trailwood Village Townhouse Association, which, at any given time, is comprised of the members of the Board of Directors of the Association.
- 1.2. **Declaration** - Master Declaration for Trailwood Village Townhouses (a Residential Development) recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. E299775.
- 1.3. **Dedicatory Instrument (or dedicatory instrument)** - Each document governing the establishment, maintenance or operation of the properties within Trailwood

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RP 080-78-1042

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

- 1.4. **Guidelines** - These Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items for Trailwood Village Townhouse Association.
- 1.5. **Trailwood Village Townhouses** - The residential development located in Harris County, Texas, being all of unrestricted Reserve "D" of Trailwood Village, Section Two (2), according to the plat recorded in Volume 194, Page 53, of the Map Records of Harris County, Texas.

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

Section 2. Rain Barrels and Rain Harvesting Systems. Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing rain barrels or a rain harvesting system on the property Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners.

The following Guidelines shall be applicable to rain barrels and rain harvesting systems in Trailwood Village Townhouses:

- 2.1. **ACC Approval.** In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these Guidelines.
- 2.2. **Location.** A rain barrel or rain harvesting system is not permitted on a Lot between the front of the Townhouse on the Lot and an adjacent street.
- 2.3. **Color and Display.** A rain barrel or rain harvesting system is not permitted:
 - a. unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the Townhouse on the Owner's Lot; or
 - b. if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- 2.4. **Regulations if Visible.** If a rain barrel or rain harvesting system is located on the side of the Townhouse on the Lot or at any other location on the Lot that is visible from a street, another Lot, or a Common Area, the rain barrel or rain harvesting system must comply with the following regulations:
 - a. Rain Barrel:

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- (i) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
 - (ii) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
 - (iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.
 - (iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and Common Area, unless otherwise approved in writing by the ACC.
 - (v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the Townhouse. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.
- b. Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and Common Area, unless otherwise approved in writing by the ACC.

Provided that, the regulations in this Section 2.4 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

Section 3. Solar Energy Devices. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

The following Guidelines shall be applicable to solar energy devices in Trailwood Village Townhouses:

- 3.1. **ACC Approval.** The installation of a solar energy device requires the prior written approval of the ACC. Provided that, the ACC may not withhold approval if these Guidelines are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort

or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.

- 3.2. **Location.** A solar energy device is not permitted anywhere on a Lot except in a fenced yard or patio within the Lot.
- 3.3. **Devices Mounted on a Roof.** A solar energy device mounted on the roof of the residential dwelling or other permitted structure on a Lot:
 - a. shall not extend higher than or beyond the roofline;
 - b. shall conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - c. shall have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
 - d. shall be located on the roof as designated by the ACC unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory.
- 3.4. **Visibility.** A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio.
- 3.5. **Warranties.** A solar energy device shall not be installed on a Lot in a manner that voids material warranties.
- 3.6. **Limitations.** A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

Section 4. Storm and Energy Efficient Shingles. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that:

- a. are designed to:
 - (i) be wind and hail resistant;
 - (ii) provide heating and cooling efficiencies greater than those provided by customary composition shingles; or
 - (iii) provide solar generation capabilities; and
- b. when installed:
 - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;

- (ii) are more durable than and are of equal or superior quality to the shingles described below; and
- (iii) match the aesthetics of the property surrounding the Owner's property.

- 4.1. **ACC Approval.** In order to confirm the proposed shingles conform to the foregoing Guidelines, Owners are encouraged to apply to the ACC for prior approval. The Association may require an Owner to remove shingles that do not comply with these Guidelines.
- 4.2. **Regulations.** When installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Northshire, Section Three. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

Section 5. Flags. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein. Section 202.011 of the Texas Property Code further provides that a property owners' association may prohibit an owner from locating a flag or flagpole on property owned or maintained by a property owners' association.

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

- 5.1. **ACC Approval.** The Declaration provides that all wood and masonry on the exterior of the buildings shall be maintained and repaired by the Association. **Accordingly, a flagpole may not be attached or mounted on an exterior wall of a Townhouse without the prior written approval of the ACC.** Above-ground flagpole stands and/or footings and illumination under Section 5.6 must be approved by the ACC. Additionally, in order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the ACC for prior approval in all instances. The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.
- 5.2. **Flag of the United States.** The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.
- 5.3. **Flag of the State of Texas.** The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.
- 5.4. **Flagpoles.**
 - a. Not more than one (1) freestanding flagpole or, if approved in writing by the ACC, flagpole attached to the Townhouse or garage (on a permanent or temporary basis) is permitted on a Lot.

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- b. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
- c. A freestanding flagpole must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the Townhouse on the Lot on which it is located.
- d. A freestanding flagpole shall not be located in an easement or encroach into an easement.
- e. A freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration.
- f. A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- g. An Owner is prohibited from locating a flagpole on property owned or maintained by the Association unless expressly approved in writing by the ACC.
- h. A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- i. If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ACC may require the installation of landscaping to screen the stand and/or footing from view.

5.5. Flags.

- a. Only the three (3) types of flags addressed in this Section may be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole (if approved by the ACC) if otherwise permitted by the Association.
- b. Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- c. The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the Townhouse or garage shall be three (3) feet by five (5) feet.
- d. The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- e. A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
- f. A flag must be displayed on a flagpole. A flag shall not be attached to the wall of a Townhouse or other structure on a Lot or a fence or be displayed in the window of a Townhouse.

5.6. Illumination. Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a

residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.

- 5.7. **Noise.** An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

Section 6. Religious Items. Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property Owner or resident from displaying or affixing on the entry to the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument.

The following Guidelines shall be applicable to the display of religious items in Trailwood Village Townhouses:

- 6.1. **ACC Approval.** As authorized by the Declaration and, therefore, allowed by Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved by the ACC.
- 6.2. **Location.** Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the Townhouse. A religious item shall not extend past the outer edge of the door frame.
- 6.3. **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- 6.4. **Content.** A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- 6.5. **Limitation.** A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- 6.6. **Color of Entry Door and Door Frame.** An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's Townhouse or change the color of an entry door or door frame that is not authorized by the ACC.
- 6.7. **Other.** Notwithstanding the above provisions: (i) the ACC shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations related to religious holidays as otherwise permitted in Trailwood Village Townhouses.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Guidelines Relating to Rain Barrels and Rain Harvesting Systems, Solar Energy Devices, Storm and Energy Efficient Shingles, Flags, and Religious Items was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and

records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 12th day of January, 2012.

TRAILWOOD VILLAGE TOWNHOUSE ASSOCIATION

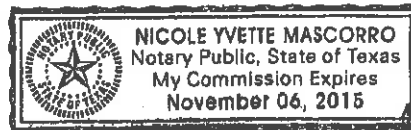
By: David C Taylor
David Taylor, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 12th day of January, 2012 personally appeared David Taylor, Secretary of Trailwood Village Townhouse Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Nicole Yvette Mascorro
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024
208839



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

JAN 27 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 JAN 27 PM 3:22

FILED