

ADDITIONAL DEDICATORY INSTRUMENTS
for
TWIN FALLS COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Trisha Taylor Farine**, who, being by me first duly sworn, states on oath the following:

"My name is **Trisha Taylor Farine**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the attorney/agent for TWIN FALLS COMMUNITY ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

1. **Policy Regarding Records Retention, Inspection & Production**
2. **Policy Regarding Alternative Payment Schedules**
3. **Violation, Fine & Enforcement Policy**

DATED this 18th day of December, 2011.

FILED FOR RECORD
8:00 AM

TWIN FALLS COMMUNITY
ASSOCIATION, INC.

DEC 27 2011

Stan Stewart
County Clerk, Harris County, Texas

BY: *Trisha Taylor Farine*
Trisha Taylor Farine, Attorney/agent

*for
du*

SUBSCRIBED AND SWORN TO BEFORE ME by the said Trisha Taylor Farine on
this the 19th day of December, 2011.

Kristi J. Snow
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to:

DAUGHTRY & JORDAN, P.C.
17044 El Camino Real
Houston, Texas 77058



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TWIN FALLS COMMUNITY ASSOCIATION, INC.
POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION

WHEREAS, Section 209.005(i) of the Texas Property Code requires property owners associations to adopt a records production and copying policy record it as a dedicatory instrument; and

WHEREAS, Section 209.005(m) requires property owners associations to adopt and comply with a document retention policy;

NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION is hereby adopted:

RECORDS RETENTION:

1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
6. Tax returns and audit records shall be retained for seven (7) years.

RECORDS INSPECTION & PRODUCTION:

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact

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information (other than the owners' address), or information relating to an employee of the Association, including personnel files.

5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:

- Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
- Electronic Media: \$1.00 for each CD; \$3.00 for each DVD
- Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
- Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
- Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

Adopted this 21 day of November, 2011, by the Board of Directors of Twin Falls Community Association, Inc.

TWIN FALLS COMMUNITY
ASSOCIATION, INC.

Branie

Signature of Secretary

Print Name: Brittany France

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**TWIN FALLS COMMUNITY ASSOCIATION, INC.
POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES**

WHEREAS, Section 209.0062 of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties; and

WHEREAS, Section 209.0062(d) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located.

NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES is hereby adopted:

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding 24 month period. If a default has occurred in the previous 24-month period, then the Board of Directors shall use its discretion as whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months, nor longer than eighteen (18) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

Adopted this 21st day of NOVEMBER, 2011, by the Board of Directors of Twin Falls Community Association, Inc.

TWIN FALLS COMMUNITY
ASSOCIATION, INC.

Brittany Franco
Signature of Secretary

Print Name: Brittany Franco

**TWIN FALLS COMMUNITY ASSOCIATION, INC.
VIOLATION, FINE & ENFORCEMENT POLICY**

WHEREAS, the Board of Directors of Twin Falls Community Association, Inc. (the Association) is empowered to govern the affairs of the homeowners' association pursuant to the Association's Bylaws, Article II, Section 2.1 & Article VIII, Section 8.1 and 8.2 Powers and Duties of the Board of Directors,
And,

WHEREAS, The Board of Directors may appoint officers to perform duties as determined by the Board pursuant to Article IX, Section 11.4, and has duly appointed three Managing Officers, (hereinafter referred to, collectively, as "Officers" or "Managing Officers") to handle all of the operating business of the Association,
And,

WHEREAS, the Officers of the Association finds there is a need to establish orderly procedures for the enforcement of the the Rules & Regulations of the Association, the Design Guidelines of the Association and the Restrictive Covenants set forth in the Declaration of Covenants, Conditions and Restrictions for Twin Falls Community Association (hereinafter referred to, collectively, as the "Twin Falls' Documents") against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Twin Falls Governing Documents and for the elimination of violations of such provisions found to exist in, on and about the property subject to the Twin Falls' Declaration (to be referred to herein as the "Enforcement Policy").

ESTABLISHMENT OF VIOLATION Any condition, use, activity or improvement which does not comply with the provisions of the Twin Falls' Governing Documents, shall constitute a "Violation" under this Policy for all purposes.

REPORT OF VIOLATION The existence of a Violation will be verified by a field observation conducted by the Officers or its delegate. For the purpose of this Enforcement Policy, the delegate of the Officers' may include Management, any Officer or Director of the Board) or a Member of any Committee established by the Board for this purpose. A timely written form of documentation shall be prepared by the Association for each Violation.

I. VIOLATIONS

The purpose of this Violation Fine and Enforcement Policy is to establish rules and regulations for some of the frequent types of violations addressed in the Deed Restrictions. It is not intended to be a complete list of all possible violations. For more complete information refer to the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TWIN FALLS COMMUNITY ASSOCIATION** (henceforth referred to as CCR' s).

All properties should be kept neat and well-maintained at all times.

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Yard maintenance needed: Yards must be maintained on a frequent enough basis to maintain an overall well-kept appearance. This includes, but is not limited to:

- Mowing: Front and back yard and, if on a corner lot, the side yard of corner lots.
- Edging: Sidewalk, driveway and curb; no runners should be showing on paved surfaces.
- Weed control: Flowerbeds, non-lawn areas, and cracks of sidewalks, and driveways should be free of weeds.
- Vegetation requirements: The majority of the front yard will consist of grass or short, maintained vegetation or groundcover. No hard, packed earth or barren spots.
- Yard debris, including lawn clippings and tree & shrub trimmings, must be removed from view after maintenance until trash pick-up day. Blowing, raking or sweeping lawn clippings and leaves into the street is not acceptable, unless for immediate clean-up.
- Pruning; Shrubs may not extend over paved areas. All shrubs on the Lot must be neat and pruned.
- Removal of dead plants, shrubs, trees in a timely manner is required.
- Watering regularly without violating Utility District conservation directives.
- Keeping lot areas visible from the street picked up and clear of miscellaneous items, which are not meant to be permanently placed in yard.

Trash receptacles in view: All trash containers must be hidden from general public view except on trash pickup day. If containers can be seen from the street, they are not out of view.

Unapproved exterior changes: All changes to the exterior of the residence, the addition of any structure, fence replacement or installation, painting, roof replacement, and major landscape modifications and installations must be pre-approved in writing by the Twin Falls Architectural Review Committee. (Refer to CCR'S, Article VI)

Animals: All pets must be leashed and under control of the person holding the leash. Enforcement shall be done by the County Animal Control office. Dogs, cats or any other animal may not be allowed to cause a nuisance. Unattended pets will not be chained, tied or tethered in any way to a stationary object in the yard for any length of time. Pets may not defecate on another owner's property. If an incident occurs, the pet's owner must immediately remove the feces from the property. This also applies to the Association's common areas.

Boats, trailers, and other recreational vehicles and equipment: May not be parked or stored on any Lot or within the neighborhood without prior written authorization from the Twin Falls Community Association or Management Company. Special considerations will be given, but limited to thirty-six hours, in the case of preparation and unloading of recreational vehicles and trailers. Removal of the recreational vehicle or trailer for short periods of times, so as to avoid the intent of this provision, **SHALL NOT** affect the running of the time periods set out herein. Repeated parking and/or storage of boats, trailers, and other recreational vehicles and equipment will be considered habitual, and dealt with accordingly.

Definitions - includes, but not limited to, recreational equipment (boats, jet skis, campers, RV's, off-road vehicles, etc.), and trailers of any type (hauling, storage, work, utility, etc.).

Vehicles: Vehicles that are regularly parked in view may not be parked on the grass or on sidewalks at any time. No vehicles without a current license plate or inoperable vehicles shall be located on or about any Lot temporarily or permanently. The appropriate law enforcement department will be contacted to enforce procedures to remove abandoned and/or inoperable vehicles from the street and right-of-ways.

Definitions - inoperable vehicles includes, but is not limited to vehicles with, expired registration, expired inspection, without a current license plate, elevated for some period of time and vehicles in need of required parts or maintenance (i.e. missing components, flat or missing tires, etc.).

Signs:

- Only one (1) sign for the sale or lease of a home is permissible and must be on a staked device in the front lawn.
- Fence signage is limited to "Beware of Dog" signs and legally required notices.
- Political signs are permitted as authorized by Texas Property Code Section 202.009 during the period from 90 days before an election to which the sign relates until 10 days after the election is over.
- Article VII, Section 7.23 of the CCR's provides further restrictions regarding signage.

Window, coverings and treatments: All windows that can be viewed from the street must have fitted window coverings and must be in good condition (no bent/broken slats, no tattered/torn edges). Covering windows with foil, reflective film, blankets, sheets, or paper is not permitted.

Basketball hoops and skateboard ramps: Portable or street basketball hoops and skateboard ramps need to be moved near the house or garage when not in use. At no time are portable or street hoops or skateboard ramps to be used or stored in the street.

Other: Examples of additional things that could incur violations are:

- Window unit air conditioners.
- Deferred maintenance of the property or property structures including painted surfaces.
- Miscellaneous unsightly items stored in view.
Miscellany in Yard - Any items in yard which are not meant or designed to be permanently placed in a yard such as but not limited to, household furniture, toys or yard tools.
- Torn window screens.

II. FINES

The Board of Directors is given express power in the Association's CCR's and Bylaws to adopt and publish rules and regulations to enforce the protective covenants. In order to enforce these rules, the Twin Falls Homeowners Association Board has also adopted a fining policy to address repeat violations.

The fines collected will be added to the Twin Falls Community Association operating account. The Property Manager will provide uniform enforcement and tracking of homeowner violations. The Property Manager will provide regular updates to the Twin Falls Community Association Board and Officers on the status of violation notices.

Notices of violations will be mailed and will include the date, type, and number of the violation. Residents may report violations, but they must be verified by the property manager or a Twin Falls Board member or Officer before a violation can be issued.

Fines will be assessed as follows:

- 1st violation of a similar kind will result in a warning, no fine, and must be corrected within 10 days.
- 2nd violation of a similar kind will result in a \$25 fine and must be corrected within 10 days.
Owner's right to use any of the recreational facilities in the Association Common Areas is suspended and Owner is notified of same. Use of recreational facilities will be reinstated upon resident's compliance and payment of associated and accumulated fines in full.
- 3rd violation of a similar kind will result in a \$50 fine and must be corrected within 10 days.
- 4th violation of a similar kind will result in a \$75 fine and must be corrected within 10 days.
- Each subsequent similar kind violation will result in \$100 fine and must be corrected within 10 days.
- If the condition is "cured" and remains "cured" for 180 days after the last noticed violation of a similar kind, the process will begin again as a 1st violation.
- If the violation continues without resolution, the Twin Falls Board or Officers shall have the right to undertake any action authorized by the Declaration of Covenants, Conditions, and Restrictions for the Twin Falls Community Association, including, but not limited to remedying the violation or initiating legal action, the costs of which actions shall be billed to the homeowner and collected in the same manner as assessments.

Definition & Example: The 2nd notice for a violation, or the 2nd violation of a **similar kind**, will result in a \$25 fine and **each subsequent similar violation** will incur an additional fine. Example: A homeowner's grass is excessively long and he or she receives an initial notice falling under the violation category of "Yard Maintenance Needed" at no charge. The homeowner fails to maintain his yard and receives a second notice of "Yard Maintenance Needed" which results in an initial \$25 fine being assessed. This second notice can be any combination of mowing, edging, weed control, etc.; not just 2 notices to mow, or 2 notices to edge.

The costs incurred by the Association in enforcing against restriction violations, including but not limited to the cost of certified letters and the cost of photographs of the violation(s), shall be charged to the Owner pursuant to the CCR's.

When a fine is assessed, the owner will receive the notice of violation and notice that the fine has been added to their assessment account. Prior to a fine being levied, the owner will have the opportunity to contest the violation and any fine that is assessed against their assessment account by contacting Twin Falls' Management Company in writing on or before the thirtieth (30th) day after the date the violation notice was issued and request a hearing. The hearing will be presided

over by either the Board of Directors or the Managing Officers. If necessary, the Board of Directors, Managing Officers, or the violator may request a postponement and if requested, a postponement may be granted for a period of not more than ten (10) days. No more than one (1) postponement may be granted. The violator's presence is not required to hold a hearing.

The Twin Falls Board of Directors or Managing Officers will review the appeal and will provide a final decision, which will be communicated to the owner. Once an owner corrects their violation and pays all amounts owed to the Association, their rights to use the recreational facilities in the Association Common Areas shall be restored.

The fines stated herein are guidelines for standard fines only. The Board of directors and the Managing Officers reserve the right to levy lesser or greater fines, and provide additional warnings or fewer warnings before fines are made as it sees fit.

III. SUMMARY

The goal of adopting this policy is to uphold the overall quality of the neighborhood and to make the homeowners aware of ongoing problems that affect their neighbors and the community. The violation process includes multiple notifications, ample time to take corrective actions, and fair enforcement by an objective third party.

This fining policy is to provide an incentive to all homeowners to address ongoing problems that are going without correction. Refusal to take corrective actions when notified must be followed up with a monetary penalty that is contributed to the process of improvement for our neighborhood.

IT IS FURTHER RESOLVED that this Enforcement Policy is to be effective as of January 1, 2012, and shall remain in force and effect until revoked, modified or amended by the Board of Directors or the Managing Officers of the Twin Falls Community Association. This Enforcement Policy shall be filed of record in the Real Property Records of 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.

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

TWIN FALLS COMMUNITY
ASSOCIATION, INC.

By: *Brittany Franco*
Brittany Franco, Managing Officer

By: *Brian Leediker*
Brian Leediker, Managing Officer

By: *Kim Noackes*
Kim Noackes, Managing Officer

DEC 27 2011



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS