

**FIRST SUPPLEMENT TO THE
NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR
FAIRWAY VILLAS**

[Homeowner and Resident Rules and Regulations (Amended October 2024)]

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

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THIS FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR FAIRWAY VILLAS (this “First Supplement”) is made by Fairway Villas Homeowners Association, Inc. (the “Association”).

WITNESSETH:

WHEREAS, the Association is the property owners’ association created to manage or regulate the planned unit development subject to the Declaration of Covenants, Conditions and Restrictions for Fairway Villas, recorded as Instrument No. 2005-0178121 at Volume 6069, Page 2709 of the Real Property Records of Collin County, Texas (the “Declaration”); and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association previously recorded a Notice of Filing of Dedicatory Instruments for Fairway Villas on or about August 30, 2021, as Instrument No. 20210830001759170 of the Real Property Records of Collin County, Texas (the “Notice”); and

WHEREAS, the Association also previously recorded the Rules & Regulations 2019 on or about July 25, 2019, as Instrument No. 20190725000880640 of the Real Property Records of Collin County, Texas (the “2019 Rules”); and

WHEREAS, the Association desires to replace the 2019 Rules by supplementing the Notice with the dedicatory instrument attached hereto as **Exhibit “A”** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit “A”** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Supplement to be executed by its duly authorized agent as of the date first above written.

FAIRWAY VILLAS HOMEOWNERS ASSOCIATION, INC.,
A Texas non-profit corporation

By: *[Signature]*
Name: Robert Grieser
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Grieser, the President of Fairway Villas Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of February, 2025.

Deann Weeks
Notary Public, State of Texas

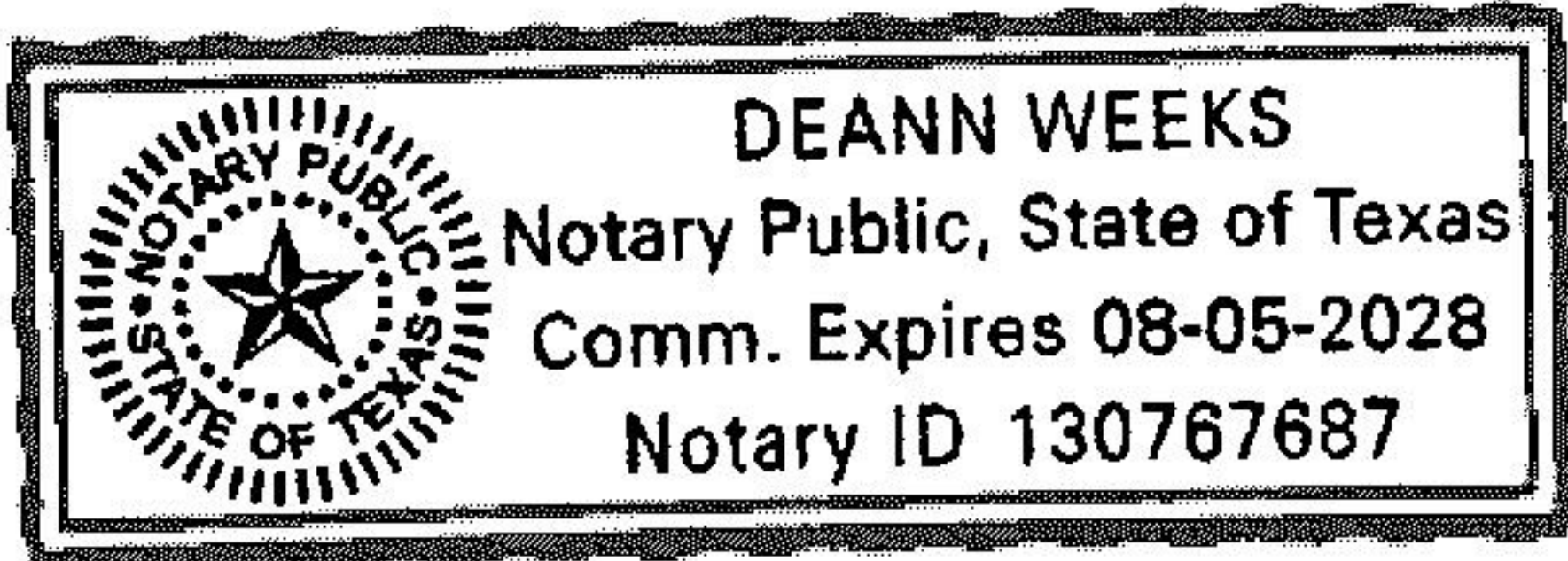


EXHIBIT "A"

Homeowner and Resident Rules and Regulations (Amended October 2024)

Unofficial

Fairway Villas
Homeowners Association

Homeowner and Resident
Rules and Regulations

Effective January 2009
Amended February 2019
Amended October 2024

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Homeowner and Resident Rules and Regulations

This booklet is designed to give owners and residents of Fairway Villas a reference for rules and regulations as specified in the Declaration and the Association By-Laws. Also included are any policies, rules, and regulations or changes enacted by the Board of Directors effective with this booklet.

This booklet is not intended to replace or interpret the Declaration or By-Laws, but merely provide a reference for some of the pertinent information in these documents. If any inadvertent conflict between this booklet and the Declaration and By-Laws exists, then the Declaration and By-Laws will prevail.

It is the obligation of all residents to abide by the rules and regulations described in this booklet and in the Declaration and By-Laws. An Owner who rents his townhouse is therefore responsible for advising his tenant of the provisions and policies. An Owner is also responsible for providing written notification (i.e. name, phone number, date of occupancy, etc.) of any tenant to the management company.

Please observe all of the community rules and regulations. Your cooperation may help increase market value and enhance the quality of life at Fairway Villas.

Any provision herein which restricts the sale, rental, or use of the described real property because of family status is invalid and unenforceable under Federal Law.

Meetings of the Board of Directors

The Board of Directors at regular and special meetings conducts the business of the Association.

Meetings of the board will be held on dates as specified. The board meets every quarter as needed.

If a homeowner wishes to attend and address a specific issue during a meeting, a written request including the subject must be submitted to the management company. The issue will be placed on the agenda and the homeowner will be given the opportunity to provide a presentation limited to three minutes.

The administration of Association business and the powers and duties of the Board of Directors are outlined in the Declaration and Bylaws. Board of Directors should also follow the Ch.209: Texas Residential Property Owner's Protection Act.

Policy Enforcement

Any complaint, which alleges a violation of the Declaration, Bylaws, or Rules and Regulations, shall be made in writing to the management company and a copy will be provided to the President of the Board of Directors. At a minimum, the complaint shall set forth:

- The name, address, and phone number of the complaining witness.
- The Owner's name or address where the person or resident being complained of resides.
- The specific details or description of the violation, including the date(s), time, and location where the violation occurred.
- A statement by the complaining witness that he or she may cooperate in the enforcement procedures and may provide testimony at any hearings or trial which may be necessary.
- The signature and address of the complaining witness and the date on which the complaint is made.

All complaints shall be made to the management company.

If a unit Owner violates or is otherwise liable for a violation of the Declaration, Bylaws, or Rules and Regulations, the Association or its duly authorized agents shall notify the Owner of the alleged violation. The notification shall be in a manner as required by the Texas Residential Property Owners Protection Act of 2001.

In the event that alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate, or irreparable consequences may occur by delay, the Board may elect to forward that matter to the Association's attorney for appropriate action. All legal expenses and costs incurred may be assessed to the Owner's account if the Owner is found to be guilty of the violation by the Board.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demand, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, or by law.

If any Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:

- Within thirty (30) days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for hearing with the board by completing the Request for a Hearing form (attached to the Notice) and returning it to the Association
- If a request for a hearing is filed, a hearing on the complaint shall be held before the Board, the hearing shall be conducted no later than thirty (30) days after delivery of the written request.
- At any such hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation.
- Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding on the Owner and the Association.
- Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owed until the Board has completed its determination.

If no request of a hearing is filed within thirty (30) days after Owner's receipt of notice, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted and appropriate sanctions shall be imposed. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if the Board had conducted a hearing. Refer to the Fine Schedule.

Violations

The rights of an Owner, his/her tenant and/or guests to use the Common Areas and recreational facilities may be suspended by the Board of Directors for violation of the rules and regulations governing the use of these facilities (in addition to suspension for nonpayment of association dues).

If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:

- If Owner is not in compliance a first violation of a given provision of the Declaration, Bylaws, or Rules and Regulations, the Owner shall be notified of the finding by the Association by its Board that a first violation has occurred. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association expense may be imposed.
- If Owner has not cured violation and is not in compliance a second or continuing violation of the same provision of the Declaration, Bylaws, or Rules and Regulations, the Owner shall be notified of the findings by the Association or its duly authorized agents. The Owner may also be assessed a fine.

Where a fine is imposed, it shall be assessed per the following fine schedule:

- **First Notice** - 14-day warning letter, from the Association, advising of the violation and potential fine, in the event of continued non-compliance.
- **Second Notice** - Notifying of continued non-compliance and date fine will be levied if not compliant within 14 days.
- **Third Notice** - Levy of fine of \$50.00. Violation should be cured within 14 days to avoid further fine(s).
- **Fourth Notice** - Levy of fine of \$75.00. Violation should be cured within 14 days to avoid further fine or legal action.
- Board of Directors may impose a one-time fine of \$500.00 should violation continue before considering legal action.

If it is determined Owner is not in compliance, including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition of the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made, and to pay any legal expenses and costs incurred by the Association as a result of the violation. The Board may permit the Owner to make repairs only after approving the particular work to be done, the materials to be used, the contractor and any other considerations deemed necessary or appropriate by the Board. The unit Owner must provide all plans, specifications, and other documents or items requested by the Board to review the work to be done.

In the event any violation has resulted in damage to any Unit or Common Element which has not yet been repaired, or has resulted in any damage or any unauthorized condition of the Property, the Owner may be given one notice of violation to correct the damage or architectural violation.

The Board may permit the Owner to make repairs only after approving the particular work to be done, the materials to be used, and the contractor and insurance so that the Association is assured that the contract gives warranties and rights to the Association while holding the unit Owner responsible for payment. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made, the Association may proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required. In addition to the time and expenses, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association may assess any Owner who forces the Association to correct a violation with the cost of labor and materials, AS WELL as an administrative charge of two hundred and fifty dollars (\$250.00) OR ten percent (10%) of the total cost of labor and materials, whichever is greater.

Any Owner assessed hereunder shall pay charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof, including but not limited to interest on the total fined amount, the interest charged being the Prime Rate as stated in the Wall Street Journal plus three percent (3%) annual accrument. All charges imposed hereunder shall be added to the Owner's account and shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

Time is of the essence of this policy. Notices are deemed served by mail following two (2) days after deposit in the United States mail, postage prepaid, to the Unit address, or to such other address as the unit Owner may have previously filed with the Board. Third Notification shall be sent by certified mail with return receipt requested.

The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided by law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations of the Rules and Regulations of the Association.

Refer to the Fine Schedule on page 23.

Use Restrictions

Use of Individual Units

Units must be occupied for residential purposes only.

Nuisances

No noxious, illegal, or offensive activities may be carried on in any Unit or in any part of the common elements nor may anything be done which may become an annoyance, nuisance, or interference of the quiet enjoyment of the residents. This also includes noisy pets.

Pet Owners are responsible for the immediate removal of excrement that their pets deposit. Odors from excrement are offensive and present a health hazard no matter where they are located. Pet Owners violating this rule are subject to a fine or disciplinary action by the Board of Directors.

Vehicle Restrictions

Motorcycles, bicycles, trailers, campers, mobile homes, recreational vehicles, trucks (other than standard size pickup trucks), inoperable automobiles, vehicles with expired tags, boats, or similar equipment may not be permitted to remain upon any area except for temporary purposes (for purposes of loading and unloading of passengers or personal property and not more than 48 hours).

Commercial vehicles shall not include sedans or standard size pickup trucks, which are used both for a business and personal use, provided that any signs or markings for a commercial nature on such vehicle are unobtrusive and inoffensive. No noisy or smoky vehicles shall be operated at the community. Violations of the above listed restrictions, as well as vehicles parked in fire lanes or in common elements, may result in towing.

No recreational vehicles such as jet skis, wave runners, and ATV's are allowed to be parked on the street or in the driveway in the community.

On street parking limited to deliveries, pick-up, drop off, and short term guests. Overnight guests should park in visitor parking or unit driveway.

Abandoned Vehicles

A vehicle shall be deemed abandoned if it: is in a state of disrepair rendering it incapable of being driven in its present condition; has not been used or moved for at least seven (7) consecutive days; does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; OR is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.

If this policy is not observed by the homeowner or renter, the occupant of the townhouse may be fined in accordance with the fine schedule listed on page 23.

Signs

One (1) "FOR SALE" sign may be placed according to approved guidelines. See guidelines for real estate signs at the end of this document.

"FOR RENT or "FOR LEASE" signs are not allowed. No other signs are permitted except political signs.

Political signs will be permitted according to the following guidelines:

- Must be in support of a candidate or measure for upcoming election
- Must be no larger than four (4) feet by six (6) feet
- Must be professionally printed (no handwritten signage)
- May go up no sooner than ninety (90) days before the election and must be removed within 10 days after the election.
- Must be placed in the yard between the house and the sidewalk – ground mounted.

Garage Doors

Garage doors should be used for access and egress from the garage only. They are not to be used as clotheslines. Garage doors should be closed at all times except for ingress and egress of Owners and guests. There will be no alterations to the exterior of the garage door without prior written consent of the Board of Directors.

Garbage and Refuse Disposal

Trash containers are provided by the City of Plano. A regular pick-up day is determined by the City of Plano. A recycling container is also provided and is collected every other week. Containers must be stored in the garage and not in public view.

If the homeowner or renter does not observe this policy, the Owner of the townhouse may be fined in accordance with the fine schedule.

Radio, Television Antennas, and Satellite Dishes

Owners and residents are not permitted to construct on Common Elements, use, or operate their own external radio, television, or other electronic antenna without notification to the Board of Directors. This includes digital satellite system antennas. Installation must be in accordance with the Declaration of Covenants, Conditions and Restrictions. See guidelines for satellite dishes at the end of this document for additional information.

See following satellite dish restrictions:

- Satellite dishes may not be larger than one (1) meter, approximately 39 inches, in diameter
- Dish may not be installed on roof, brick, siding, decks, patio, or any other structure on your building.
- Dish may be installed on the eaves.
- Certain installations may be required to place it on a 3 ft pole immediately behind and as close to your home as possible (such as in the backyard).

If your satellite dish is installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove or damage your dish in the event of repairs. (Before installation, your installers must check for underground lines before digging.) Utility companies are not responsible for re-installing or repairing your dish.

Exercise care around landscape material.

If you install your satellite dish and do not follow these guidelines you may be asked to remove the dish at your expense.

Right to Lease

Units may not be rented for transient or hotel purposes. This is defined as a rental period less than twelve (12) months, nor shall it be less than an entire unit to be rented or leased, inclusive of the carport and garage. Unit Owners intending to lease their unit must provide the management company an alternative address and phone number of the unit Owner along with a copy of the lease. The name and phone number of the tenants residing in the unit and the length of the lease must also be provided to the management company. (See page 147 of Article IX, Section 15 and Section 16 of the First Amendment of the Declaration, Covenants, Conditions and Restrictions for Fairway Villas.)

Homes must be Owner occupied for at least 1 year. Owners planning to lease a home should request current number of leased residents at least 30 days before intent to lease. Once cap is met, a waitlist will be created.

Resale of Unit

In the event of any resale of a unit the following procedure should be followed:

- A written notification should be sent to the management company when the unit is available for resale.
- If you are no longer residing in the unit, an alternate address and phone number must be provided to the management company.

Units may be listed through an agent or broker.

If a paid assessment letter is needed, a minimum 14-day notice is required.

A resale certificate must be obtained through the Management Company prior to closing on the sale of the home. The management company may charge fees for this process. See Texas Property Code Section 207.

Please see requirement of Working Capital in the Fairway Villas Declarations Article V, Section 11.

Power Equipment and Car Maintenance

No power equipment, workshop, or car maintenance of any nature may be permitted on the common elements without prior written consent of the Board of Directors.

Liability of Owners for Damage to Common Elements

The Owner of each Unit is liable to the Association for any damage to the common Elements.

Access to Units

If required by the management company, unit Owner may make arrangements, after reasonable notice, to provide access to the unit during normal working hours for maintenance and repair purposes only. In the event of an emergency where safety or damage to the Owner's unit or adjoining unit is a concern, if access cannot be obtained or an Owner cannot be found, the Association or its management company may have the authority to gain access via reasonable means to repair or allow authorities to enter to prevent further damage or safety breach.

Dumpsters and Storage Pods

The use of dumpsters, storage pods, and similar items for remodeling and moving is time limited. Items may be on a homeowner's property in their driveway for up to 15 days. After that time, HOA approval is required. Homeowner is responsible for any damage to yard, driveway, garage door, gutters, etc.

Architectural Control

Responsibility

The architectural integrity of Fairway Villas is the responsibility of the Board of Directors. Protective restrictions are in effect to help maintain the appearance and value of Fairway Villas.

The Board of Directors has the authority to approve or reject any change or alteration (e.g. building, wall, fence, etc.) to the exterior on any Unit (referred to as all General and Limited Common Elements) as provided for in the Declaration.

Enforcement of the guidelines for architectural control may be affected by the Board of Directors or one of its agents (the Architectural Committee or Management Company.) Texas Property Code refers to an 'Architectural Review Authority.' The Fairway Villas DCCR's Section VII name this group as the Architecture Control Committee, commonly referred to as the ACC.

Alterations

Homeowners interested in making visible alterations to their property must receive advanced written permission. The procedures for requesting permission for visibly altering a Unit are as follows:

- Submit a written request to the Management Company, which outlines those changes desired, including (where applicable) architectural plans and photographs, description of work to be completed, materials and colors to be used, shape, height, location, etc.
- Meet with the Architectural Committee and/or Board of Directors to discuss the proposed changes if needed.

It is not the intent of the Board of Directors or the Architectural Committee to stifle the imagination or creative desires of residents. Each project submitted may be reviewed as to the architectural integrity of Fairway Villas and the possible increased cost and difficulty related to maintaining that project. All changes should appear as a cohesive look and match the quality/standard of the community. The HOA maintains a list of matching colors/stains, fixtures, etc. for homeowners.

If this policy is not observed by the homeowner or renter, the occupant of the townhouse may be fined in accordance with the fine schedule.

The Architecture Control Committee's (ACC) decision will be one of the following:

- Approval of the application as written
- Partial approval and/or a request for clarification of part of the application
- Approval with conditions and/or comments
- Denial of the application with explanation and/or suggestions for changes

An applicant has the right to appeal an ACC decision to The HOA Board of Directors.

Unauthorized Changes

Should any resident make any unauthorized changes to any Unit or the Common Area (i.e. without written approval from the Board of Directors), the Board of Directors may direct that the unauthorized change be removed and/ or be corrected and the property returned to its original state at the Owner's expense.

The Board of Directors, may direct corrective action and assess appropriate charges and/or fines against the Unit Owner.

The following is a list of some examples of violations to the Fairway Villas Homeowners Association deed restrictions. You are encouraged to review your deed restrictions to be aware of your responsibilities as a good neighbor. All questions should be directed to the Board via the Association Management office.

- ◆ Erecting a shop or storage shed. No structure may be erected that exceeds the height of the fence line it is placed adjacent to.
- ◆ Building an addition to your home, a portico, wall, gazebo, shade structure or arbor without plan approval by the Architectural Control Committee.
- ◆ Interior patio modification, other than vegetation, without plan approval by the Architectural Control Committee.
- ◆ Replacing an existing roof with other than the approved roofing material.
- ◆ Placing a fence, wall, or hedge nearer to the street than the building line of your lot.
- ◆ Erecting a crosstie or stone retaining/decorative/landscape wall visible from the street.
- ◆ Erecting a fence higher than 4 feet or a wire or woven fence of any height.
- ◆ Maintaining more than a single-family occupancy.
- ◆ Breeding or raising animals, livestock, or poultry. Household pets do not fall under this category. Exotic animals will require prior approval.
- ◆ Erecting a satellite receiving dish on the Common Element's brick, siding or roof. See guidelines attached. Satellite dishes are also permitted on a free-standing pole within the patio area.
- ◆ Erecting ground mounted radio antennae of any kind.
- ◆ Erecting a radio or television antennae of any kind.
- ◆ Storing surplus soil, rock, or rubbish on your lot.
- ◆ Storing a mobile home, camper, boat, trailer or storage container except in a closed garage.
- ◆ Any portion of lot exposed to public view must be maintained neat and orderly.
- ◆ Window covering or screening that is inconsistent with the overall appearance of the community.
- ◆ Door hardware or storm doors not properly approved prior to installation.
- ◆ No decorations, plant hangers, hose reels, bird feeders or other items may be attached to the exterior brick, siding or roof.
- ◆ Recreational or play structures, whether permanent or temporary, that are not properly approved prior to use and visible by others

General Rules and Regulations

Animals and Pets

No Livestock or poultry of any kind may be raised, bred, or kept in any unit or patio area. Household pets should be limited to a total of two (2).

All pets must be under control at all times. Animal Control 972-941-7205 operates daily from 9:00 AM to 6:00 PM. There is a leash law in Plano and the local authorities enforce. The rule relates to both dogs and cats.

Any pet not under the control of their Owner may subject its Owner to a fine to be determined by the Board of Directors. In addition to imposing a fine with respect to a single animal, the Board of Directors may request that such animal be removed from the premises permanently.

Pet Owners are responsible for the immediate removal of excrement that their pets deposit. Odors from excrement are offensive and present a health hazard no matter where they are located. Pet Owners violating this rule are subject to a fine (disciplinary action as the Board of Directors deems appropriate).

No pet may be left unattended at any time on the common elements.

No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Elements or the Property of any other Resident.

If this policy is not observed by the homeowner or renter, the occupant of the townhouse will be fined in accordance with the fine schedule.

No food should be left outdoors for pets or strays at any time, as it promotes stray activity, as well as contributes to insects and other pests.

***Landscape contractors are not expected to mow the patio area if pet excrement is not removed.*

Trash Disposal

Each Owner or resident must order his or her trashcans from the City of Plano. Trash cans must remain in garage except on trash collection days. Owner or resident must return trash cans to the garage no later than midnight on collection days.

Shade Protection Guidelines

Shade protection is permitted in the Fairway Villas community through the utilization of wooden arbors and umbrellas under the following parameters. Awnings attached to the residence, or other types of shade protection are not permitted. Homeowner planning to install a permanent shade device (arbor) over the back patio area above the fence line must submit a request for architecture review and receive approval prior to installation. Collapsible and non-permanent umbrellas are allowed without individual Home Owners Association (HOA) approval provided that they meet specifications as noted below. Shade Protection of any kind is only allowed in the back patio area and not on the front sides of the residences.

Arbor

All arbors constructed to provide shade must conform to the specifications in the Guidelines for Arbor or Arbor with Cover over Concrete Patio, contained at the end of this document.

Arbor must be kept well maintained. Maintenance and repair is a homeowner's responsibility.

Umbrellas

An umbrella is permitted. The umbrella can be a solid color or stripes. No words or advertising will be permitted.

It is requested that the homeowners keep the umbrella in the collapsed state when not in use to prevent damage to the exterior of the home during inclement weather.

Umbrellas must be maintained in like-new condition except for gradual natural sun fading which may occur. The umbrella must be repaired, removed or replaced in the event of any rips, tears, or fraying.

Pool and Pool Area Rules

Pool Hours: 6:00am to 10:00pm

Pool Operation: The pool will be closed from October 31 to April 1.

- ◆ No Lifeguard on duty; swim at your own risk.
- ◆ No jumping, diving from pool edge or planters.
- ◆ Violation of pool rules will subject violator to a fine and suspension of pool privileges.
- ◆ The Association is not responsible in case of accidents.
- ◆ No pets in pool area.
- ◆ No glass in pool area. Only plastic or metal containers are allowed in the pool area.
- ◆ No pool parties are allowed without prior approval from the Board of Directors.
- ◆ A resident must accompany all guests.
- ◆ Gate code/key is not to be given to non-residents.
- ◆ Children who are not strong swimmers must be accompanied by and properly supervised by an adult.
- ◆ Put cigarette butts in ashtrays.
- ◆ Keep furniture out of pool. Pool furniture damaged or destroyed by stress to it by placing excessive weight from user (resident or guest) shall be fined for replacement cost.
- ◆ Only air floats allowed; no floating lawn furniture allowed. If the pool is crowded, please remove your float.
- ◆ Only recognized swim attire or swim diapers are allowed in the pool area. No swimming in clothes, cutoff jeans or shorts is permitted.
- ◆ No skinny dipping or streaking.
- ◆ Pool safety devices are not to be removed from the pool area or used other than for their intended purpose. Poolside furniture is to be treated with care and may not be removed from the pool area.
- ◆ Please be considerate of fellow homeowners and respect their right to quiet enjoyment of the pool area.
- ◆ Pool gates should be locked upon entering and leaving the pool area.
- ◆ Radios should be for your enjoyment not those on the other side of the pool. Please keep the volume down to a comfortable level for those around you.
- ◆ Never swim alone.
- ◆ Number of guests should be limited to five (5) guests.
- ◆ Police may be called in the event of non-compliance with safety rules and/or for disrupting the peace or right to enjoyment of other residents

Parking and Automobiles

Parking Automobiles

The parking spaces in front of the mail kiosk on Sedgewick are reserved for delivery of the mail by the post office and mail pick up by residents only. Any other parking in these spaces is absolutely prohibited. Residents should park in their garage or their driveway at all times. Please limit any street parking to temporary purposes such as loading and unloading of passengers or personal property and very short-term guests. (See Article IX, Section 6.)

Short term or overnight guests should park in your driveway or in the visitor parking spaces located throughout the community.

Automobiles deemed (by the Board of Directors or its agent) to be abandoned or stored and automobiles causing damage to any of the Common Areas (structures, landscaping, shrubs, etc.) may be towed at the Owner's expense.

Any major repair of automobiles shall not be allowed outside of the garage. (i.e. oil changes, etc.)

The maximum speed recommended is fifteen (15) miles per hour on the streets. No horn honking except in emergencies.

Disorderly conduct is not allowed and is subject to fine for each violation, as determined by the Board of Directors. No double-parking.

No "For Sale" signs permitted on automobiles.

If this policy is not observed by the homeowner or renter, the occupant of the unit may be fined in accordance with the fine schedule listed on page 23.

Parking Recreational Vehicles, Boats, Trailers, etc

Recreational vehicles, boats, commercial truck, etc. and trailers may not be stored on the premises except in an enclosed garage (with closed door).

Vehicles stored or parked improperly will be towed away at the Owner's expense.

** To request that a vehicle be towed, contact the management company. During special projects, vehicles parked in the driveway may need to be moved. If the Owner does not comply, the homeowner's association will not be held responsible. **

Grounds Maintenance, Planting, and Gardening

No planting of shrubs or gardening of any kind may be done by the individual in the General Common Elements without specific approval of the Board of Directors (or the Architecture Control Committee).

Residents are encouraged to participate in the upkeep of landscaping in front and rear of their individual unit. This includes the shrubs, plants, and beds around their unit that the lawn service has accidentally missed.

Planting and Borders Guidelines

Additions or alterations to landscape material in front/side yards, including edging/borders, seasonal flowers, grass, and shrubs/bushes requires HOA permission through the Architecture Control Committee. All additions should fit within established color pallet and aesthetics of the neighborhood.

- Borders around established plant beds and tree wells must be solid in stone, brick, or bendable composite material. No metal, vinyl, wood, or plastic edging (including lattice) allowed. Material color should be Earth toned and natural colors. Material should be stacked or positioned in a manner to retain its shape.
- Homeowners may have rocks, mulch, or flowers in established plant beds and tree rings with approval.
- Homeowner additions should not block or interfere with irrigation system.
- Suggested rock colors include Texas Bull Rock, Salt & Pepper, and River Rock.
- Mulch should be dark brown or black.
- Items should be kept in good condition. Maintenance, repair, and replacement is homeowner responsibility.
- Annual flowers must be removed at end of life cycle. Perennials should be trimmed by homeowner while dormant/end of season.
- A new request is required if plant/border materials and/or location changes.

If a homeowner wishes to remove a tree in the front or side yard, Architecture Control Committee approval is required. Each request will be considered by the committee on a case by case basis. Homeowner should disclose reason with request. The committee will also review homeowner's proposed plans for space once tree is removed. Tree removal must include stump grinding at homeowner's expense.

Backyards

Any vegetation, including trees, that will grow higher than the fence line requires Architecture Control Committee approval. Height and size of item at maturity must be considered when determining placement. No part of the plant/tree may touch the fence, house, or gutter. Homeowner is responsible for all maintenance and pruning.

No vines or any other type of vegetation shall be allowed to grow on patio fencing. Vines may be grown on a trellis adjacent to the fence. The trellis may not be higher than the fence it is adjacent to. Vines or vegetation of any kind may not drape over trellis and fence.

Firewood

Storage of firewood must be stored on concrete in patio areas. DO NOT store firewood in the garage or on

the common ground. In effort to deter wood destroying insects, please keep firewood off the ground and away from the buildings and fences at all times.

Outside Decorations

All outside holiday decorations must be taken down within 7 days of the holiday except Christmas, which must be taken down by January 15th.

Garage door keypad may be attached to the wood trim on either side of the garage door only.

No items are to be stored on the outside of the garage except those noted in Declaration, Article IX, Section 12.

Installation of Flagpoles & Display of Flags

Requires prior permission from Architecture Control Committee

- Only 1 flagpole per lot
- In ground flagpoles shall be placed in the flower bed in front of each lot
- A flagpole may be attached to the wood trim on either side of the garage door only (no other structure)

The only flags which shall be displayed are:

- 1) the flag of the United States of America
- 2) the flag of the state of Texas
- 3) the official or replica of the flag of any branch of the United States armed forces

No other type of flag, pennant, banner, kit, or similar display permitted.

Additional details can be found in the 3rd Supplemental Certificate, Exhibit A-1.

Exception: Owners participating in a holiday flag program displaying a US Flag temporarily on an in-ground pole between the sidewalk and front street curb. Pole must be sturdy, flag 4x6 or smaller, and removed within 7 days of the holiday. (Example: Plano Rotary Club)

Rain Barrels

Installation of Rain Barrels or Rain Water Harvesting System requires Architectural Control Committee request. Specifics are detailed in the 3rd Supplemental Certificate, Exhibit A-3.

Windows

Standard window coverings such as drapes, shades or blinds must be used. Window coverings other than drapes, shades, or blinds may NOT be allowed, other than for move-in purposes, in which case bed sheets are allowed to be hung as covering. These must be replaced within 60 days from the date of move-in. Newspaper, clothing, foil or other non-standard window coverings are prohibited at all times.

Exterior solar screens may be installed provided they are black and grid pattern matches current window.

Grids must match window pattern on front and side windows (grids) and cross bar (no grids) to match windows on rear of unit. White framework and grids. 80 or 90% shield.

Window Replacement Guidelines

Requires Architectural Control Committee approval before installation. The window grid design guidelines are divided light windows (grids) at the front and side elevations and clear glass at the rear elevation. The window frame color required is white. The overall window design and size should closely match the original builder installed windows to match the community.

Solar Panels

Solar panels may be installed on designated locations on the roof of a home or within fenced rear-yard on homeowner's property. Homeowner shall submit diagram and supporting documentation to Architectural Control Committee prior to installation. Homeowner assumes responsibility for maintenance and/or removal of solar panels, including removal and replacement during times when the roof needs repair or replacement.

Additional information is located in the 3rd Supplemental Certificate Exhibit A-2

Exterior Storm Doors

Storm doors (front and/or back door) may be installed according to the approved guidelines. See guidelines for storm doors at end of this document.

Installation and maintenance are the responsibility of the Owner.

Once a door is installed it must remain with the unit.

Outside Light Fixtures

Changes to outside light fixtures attached to homes require approval from the Architecture Control Committee.

- Fixtures attached to homes by garage door must remain as is for a uniform look across all homes. No changes allowed.
- Homeowner may change fixtures next to or over front door and next to back door. Finish should be consistent with like items in community. Size should fit the space. Design should fit the look in the neighborhood.

New fixture(s) must be replaced and maintained by homeowner. Any change not in accordance with these guidelines will need to be replaced at homeowner expense.

Rules Related to Leases, Tenants, and Non- Resident Owners

All Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Owner caused by any delays in receiving notice as a result.

No non-resident Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.

Every Owner intending to lease a Unit shall give prior written notice of one (1) month to the Management Company and Board of such intention, whereupon the management company shall provide the Owner a Tenant Document Receipt Form, which shall be added to the lease and shall be signed by all the parties executing the lease.

Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, Bylaws and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Tenant Document Receipt Form to every lease of any Unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner as a Common Expense.

If a tenant violates any provision of the Declaration, Bylaws, or Rules and Regulations, the management company, in its discretion, shall determine what action or actions should be taken against the Owner.

All expenses of the management company, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.

A lease cap was approved by 67% of homeowners in October of 2018. See Article IX, Section Fifteen (15) and Section Sixteen (16) for further details.

Homes must be Owner occupied for at least 1 year prior to leasing.

Rules Regarding the Board and Association Committees

Standing Committees

The Association shall acknowledge and support the following committees, as they are formed and deemed appropriate by the Board, to carry out a specific purpose:

- Architecture Review – referred to as the Architecture Control Committee
- Newsletter Committee
- Social Committee
- Landscape Committee
- Finance Committee

Committees may be composed of up to seven members appointed by the Board of Directors.

Responsibilities of the Chairperson

- Call, schedule & hold committee meetings minimum of four (4) per year. All members are to be given at least a three (3) day notice via phone, e-mail, or in person.
- Chair committee meetings.
- Record meeting minutes and provide a copy to Board members.
- Report on committee progress and news at each general Association Owner's meeting and Board of Directors meeting as needed.
- Participate in meeting debates, voting only in the event of a tie vote.

Responsibility of Co-Chairperson

Assume the role of Chairperson in the event of the Chairperson's absence.

Removal from the Committee

Any committee member, including the Chairperson or Co-chairperson, may be removed against their will from attending future committee meetings if:

- Two-thirds (2/3) of that committee's members vote in favor of such. A Chairperson/Co-chairperson may be removed from their post but may remain active in the committee, unless an additional and separate vote is initiated and passed according the aforementioned process. The aforementioned vote(s) may be held during any general Association Owner's Meeting.
- The Board has the authority to remove any member, Chairperson, or Co- chairperson of any committee, during any Board meeting. Delinquency or violation can be cause for immediate request to step down by either the Board or Committee.

Board of Directors

The Board shall consist of the following officers, in accordance to the Declaration:

- President
- Vice President
- Secretary
- Treasurer
- Director at Large

Assessments

Definition and Purpose

Monthly Assessments (also commonly referred to as "Maintenance Fees" or "Homeowner Dues") are used to provide operating maintenance and repair funds and reserves for Fairway Villas Homeowners Association.

Major items include, but not limited to, in the Monthly Assessment are: grounds maintenance (lawn mowing, watering, feeding, pruning, trimming and weeding); maintaining the common exterior lighting system; electricity charges for Common Area Lighting; maintenance of exterior of each unit; maintenance of pool area; master insurance for the community; collection of fees and assessments and other management functions necessary for the successful operation of Fairway Villas Homeowners Association.

Determination of Monthly Assessments and Special Assessments

Monthly Assessments (Homeowner Dues) and Special Assessments are determined by the Board of Directors in accordance with Article V of the Declaration for Fairway Villas Homeowners Association. The actual amounts of the monthly assessment are based upon the operational budget for the Association. Monthly Assessments are constantly under review and are subject to change (by the Board of Directors) on an as needed basis, subject to the provisions of the Declaration.

Collection of Monthly Assessments

The Board of Directors has empowered the management company to collect all monthly assessments (dues), special assessment (if any are required or levied) and fines and other monies owed to the Association in conjunction with the terms set forth in the Association By-Laws.

The following procedure may be used for collection:

- Monthly Assessments (dues) must be received by the first day of each month.
- There will be a \$25.00 Late Charge on all assessments received after the 15th of the month the assessment is due.
- Additional collection costs may be assessed back to the delinquent homeowner.

The Association and its agents are authorized to use standard collection procedures to obtain all past due assessment, fines and other monies owed to the Association.

In accordance with the Fairway Villas Homeowners Association governing documents, the Board of Directors has authorized the management company to initiate (when appropriate and after Board approval) legal action (i.e. property liens) on those Units of all Homeowners who are delinquent in paying their monthly or special assessments, fines and other monies owed to the Association.

Collection methods allowed the Association, and their associated costs, such as correspondence and attorney fees, will be assessed back to the delinquent homeowner. Homeowners have the right and obligation to dispute the amount that is owed and produce verifiable documentation (such as cancelled checks) in such correspondence.

Amendments to the Rules and Regulations

Procedures to amend, change, or add to any parts of these Rules and Regulations

Specific procedures for adopting and amending rules and regulations:

- There must be a Board meeting called for the specific purpose of discussing the proposed rules and regulations, or changes to these rules and regulations.
- Notice of the meeting must state review of Rules & Regulations will occur at that meeting with changes adopted if needed.
- A quorum of Board of Directors is required for voting; No quorum of homeowners is required (homeowners are not voting)
- Responsibility for changes to the rules and regulations resides with the Board of Directors.

There may be no other acceptable procedures for changing these Rules and Regulations except as listed above.

Fine Schedule

The following fine schedule shall be used for violations of the Rules and Regulations. All notices are sent by the management company.

- **First Notice** - 14-day warning letter advising of violation and potential fine in the event of continued non-compliance.
- **Second Notice** - Notifying of continued non-compliance and date fine will be levied if not compliant within 14 days.
- **Third Notice** - Levy of fine of \$50.00. Violation to be cured within 14 days to avoid further fine(s).
- **Fourth Notice** - Levy of fine of \$75.00. Violation to be cured within 14 days to avoid further fine or legal action.
- Board of Directors may impose a one-time \$500.00 should violation continue before considering legal action.

Emergencies

All common area emergencies pertaining to Fairway Villas should be reported as quickly as possible to the Management Company. During normal business hours please call the direct number for the management company. After normal business hours, call the answering service for the management company.

Emergencies of a personal nature and emergencies not the responsibility of Fairway Villas Homeowner's Association or their representatives should be reported to the appropriate legal authority and not to the management company.

The following space is provided for your convenience to list emergency numbers:

Plano Police Emergency	911
Other Police Related Calls	972-424-5678
Plano Fire Department Emergency	911
Other Fire Department Related Calls	972-941-7159
Ambulance	911
Animal Control	972-769-4360
Plano Trash Collection	972-769-4150

Violation Complaint - Witness Statement

Please print clearly. Complete all of the information that you know. If unknown, please state so. Please note that the association and management company can not address concerns if offender is not identified. Attach additional sheets if necessary.

Witness's Name:	
Witness's Address:	
Witness's Phone:	
Any Additional Witnesses:	

Information Concerning Violator:

Violator's Name:	
Violator's Address:	
Violator's Phone:	
Name, Address, Phone of owner if different	

Information Concerning Violation:

Violator's Date:	
Violator's Time:	
Violator's Location:	
Sections(s) of Declaration, By-Laws, or Rules	

Witness Observations:

I make the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the association and its attorneys to provide additional statements or affidavits, and in the event a hearing or trial is necessary, I will appear to testify as a witness. If I refuse to testify after filing this complaint, I agree to pay all costs and attorney fees lost by the association as a result of my failure to testify.

Signature

Date Signed

FAIRWAY VILLAS HOMEOWNERS' ASSOCIATION
Tenant Document Receipt and Contact Information Form

Date _____

Owner Name(s) _____

Property Address _____

Tenant Name(s) _____

Tenant Phone Number(s) _____

Tenant E-mail Address _____

Initial Lease Start Date _____

Lease Term (minimum 12 month) _____

We certify that the owner(s) of this property has given the tenant(s) a copy of the association D C C R documents, By Laws, and Rules and Regulations, and that the tenant(s) agree to follow all covenants, rules and regulations as outlined.

Sign Below:

Owner #1

Tenant #1

Date

Date

Owner#2

Tenant #2

Date

Date

Return an original signed copy within 10 days to: Management Compan

Additional Information & Guidelines

GUIDELINES FOR REAL ESTATE SIGNS FAIRWAY VILLAS HOA

Only one sign per yard

Sign must be located on the unit property in the areas that are not mowed at any time during the year (shrubbery/flower bed next to house) and parallel to the street. No signs allowed in tree ring.

Signs must be professionally painted. No hand lettered signs are permitted.

Signs may not exceed a maximum dimension of 24" x 30" and must be attached to a metal stand only (no post holes to be dug).

One (1) tube holder or graphic holder for information sheets may be attached to the sign.

NO For Lease or For Rent signs are allowed.

It is the Owner's responsibility to inform Real Estate agents of the guidelines.

If the City of Plano, Texas has any requirements in ordinances, rules, or regulations which are more stringent than these guidelines, then the City of Plano requirements will apply.

GUIDELINES FOR EXTERIOR STORM DOORS FAIRWAY VILLAS HOA

Written approval is required prior to installing storm door and storm doors must meet the following criteria:

Front or Back Doors

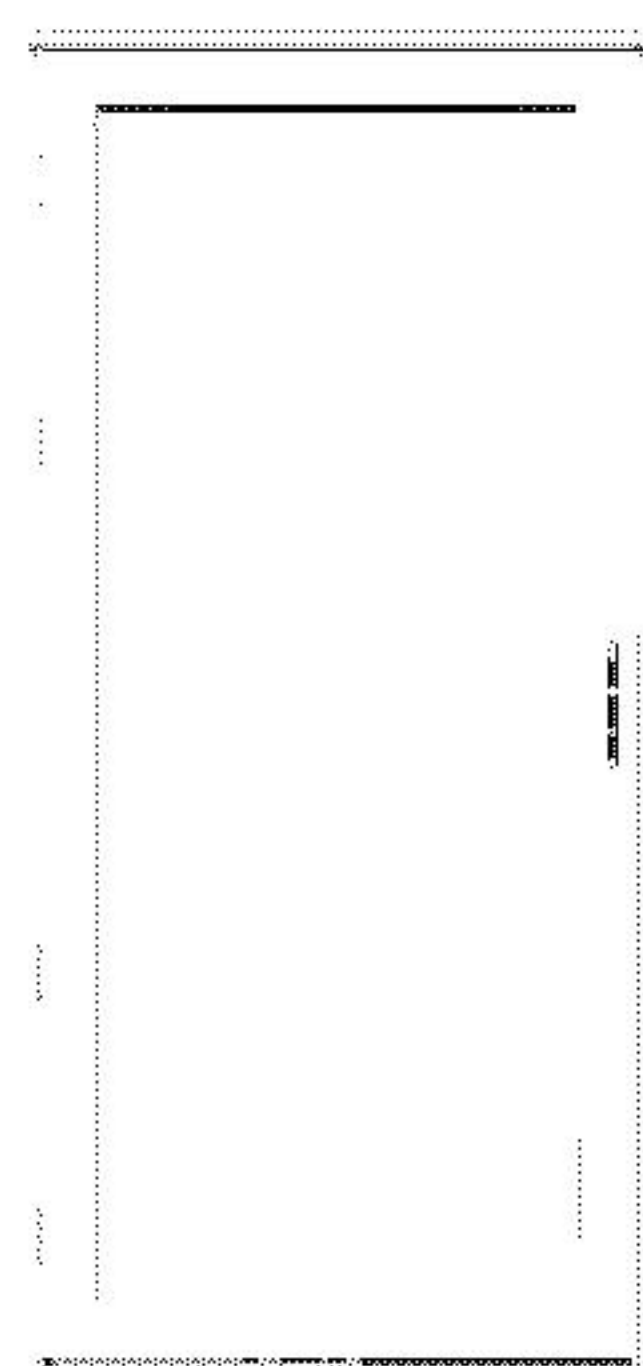
Full view or split screen glass door with handle to match hardware of wood door (brushed nickel). White or almond in color. Glass to be clear (no etched glass). Full view or split interchangeable screen insert may be used in place of glass. Example: Larson Secure Elegance Full View or Williamsburg Full View that can be seen at www.lowes.com.

Full view retractable screens, that roll "horizontally" into an almond or white housing to blend with existing door frame, are allowed (as in the Phantom Screens). Example: Next Century Screens - www.nextcenturyscreens.com.

Back Door Option

Storm door with a dog door in bottom may be installed on back door. White or almond in color. This screen can also have a single bar in the middle without a dog door at the bottom. Example: Larson 370-70 w/Dog Door Lowes Pella Series.

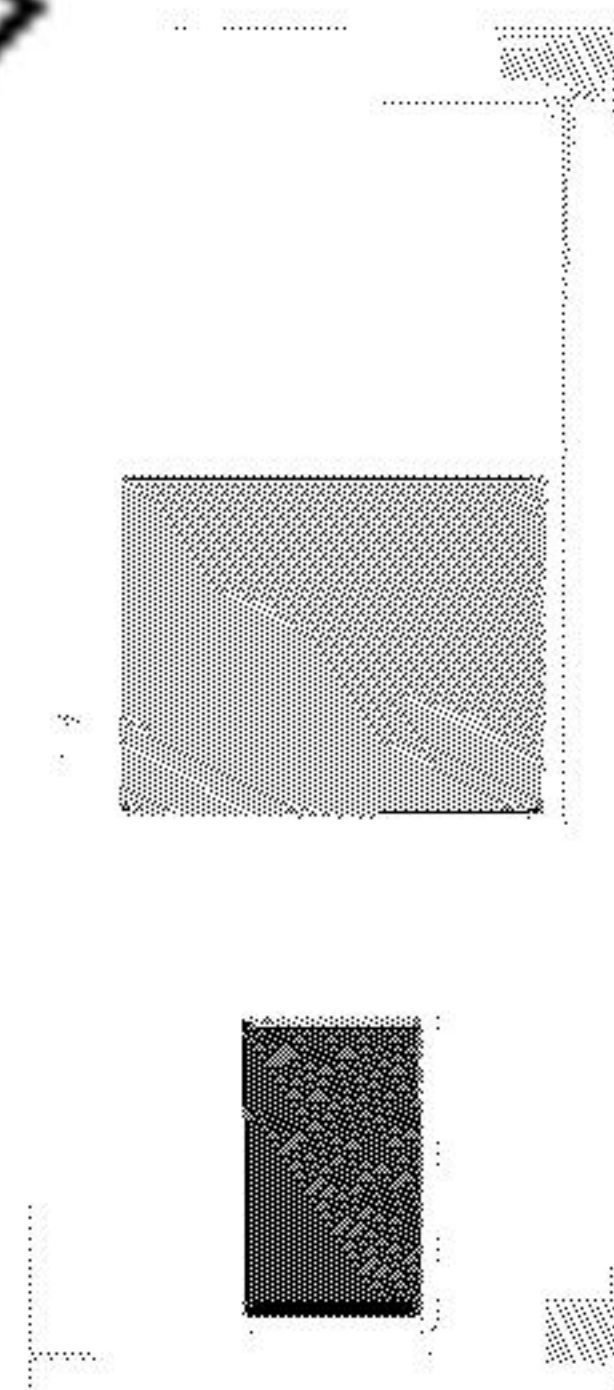
Examples:



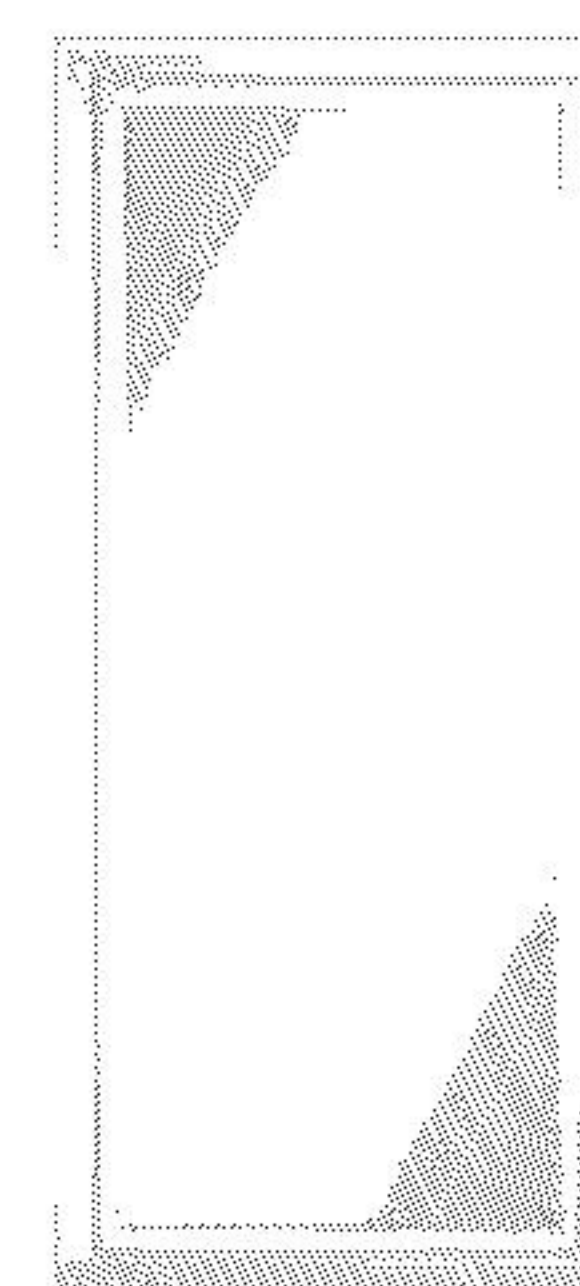
Full Screen
Front or Back Door
Allowed



Retractable Screen
Front or Back Door Allowed



Dog Door
Back Door
Allowed Only



Split Door for
Front or Back
Door

GUIDELINES FOR SATELLITE DISHES FAIRWAY VILLAS HOA

Satellite dishes may not be larger than one (1) meter in diameter (about 39 inches). If timing allows, architectural approval is suggested before installation. Alternatively, a homeowner may install a satellite dish using the community guidelines and inform the HOA after installation so as not to impair a person's ability to install, maintain, or receive an acceptable quality signal in a timely manner. The HOA will work with homeowners.

- You may not install your satellite dish on the roof, brick, siding, arbor, fence or any other structure on your building.
- Your satellite dish may be installed on the eaves.
- Certain installations may be required to place the dish on a 3 ft pole immediately behind and as close to your home as possible, such as a backyard.
- Homeowner should convey placement concerns to installer.

If your satellite dish is installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove or damage your dish in the event of repairs, (before installation, your installers must check for underground lines before digging}. Utility companies are not responsible for re-installing or repairing your dish.

If you install your satellite and do not follow these guidelines you may be asked to remove the dish at your expense.

Note: If after installation, you are not getting satisfactory reception, contact your installer and submit your alternate plan in writing to the management company.

If satellite is moved and/or no longer in use. Homeowner is responsible for removing all parts and making any necessary repairs to include filling of holes and painting of surfaces.

GUIDELINES FOR ARBOR or ARBOR with COVER OVER CONCRETE PATIO FAIRWAY VILLAS HOA

All arbors constructed to provide shade must conform to the following specifications and must be designed similar to the arbor located at the community pool; differences based on the patio dimensions are allowed.

The City of Plano does not require permitting for detached structures, 120 square feet or less. If an arbor covering an area greater than 120 square feet (with or without cover) is approved by the Fairway Villas HOA Board, permitting will be required by the City of Plano prior to construction. Such permitting must accompany the request to the Board. Copies of the City of Plano "Residential Accessory Building Permit Requirements" and the "Residential Patio Cover Permit Requirements & Checklist" should be obtained and reviewed for compliance prior to submission of any approval requests.

To request a review and approval for construction of an arbor, the homeowner must submit the Fairway Villas HOA Architectural form to the management company and include (1) detailed plans and specifications per the form instructions, including proposed square feet of arbor coverage and method of staining,

(2) your contractor's contact information (3) a copy of the contractor's insurance, and (4) copy of contractor's license if the size of the arbor is greater than 120 square foot and permit is required by City of Plano.

It is important to remember that the homeowner is required to obtain any necessary City of Plano permits and inspections and provide copies of such material to management company upon completion of the construction.

The following cedar wood material must be used in the construction of all Arbors:

1. All posts must be 6" X 6" with a wood band at the bottom of each post 2" X 6"
2. All header boards (support beams) must be 2" X 8"
3. The perimeter board must be 2" X 10"
4. All rafters must be 2" X 6"
5. All trellis wood must be 2" X 2" at 4" on center
6. Arbor must be no closer than 3 inches to the gutter (to allow repair and painting as needed)

All Arbors must be constructed so that the header board does not exceed the height of the gutter.

The arbor must be designed and constructed to have all support coming from the connection at the base of the arbor. The arbor must be anchored to the top surface of the patio, or sunken into concrete piers that are directly adjoined to the concrete patio. The arbor must be freestanding and **must not** be attached to or touch the brick, framing or any other surface of the existing house in any way.

Top of the arbor may not be larger than the concrete patio except for rafters and trellis which may extend 12". The only exception to this is when it is to be anchored to concrete piers that are directly adjoined to the concrete patio. In this case, it may only be extended enough to reach said piers. The arbor must have open sides and a slatted/trellis roof, unless a Suntuf cover is installed (see arbor cover section).

GUIDELINES FOR ARBOR or ARBOR with COVER OVER CONCRETE PATIO FAIRWAY VILLAS HOA

If the stain method is "dipped lumber" (cedar stained prior to arrival at site by a commercial process) the color must be a **"medium brown"** similar in color to the **Behr DP-318 Sable** or **should match the current wood fence color**. The homeowner should provide a sample of the proposed finished product with his application. A sample can normally be obtained from the builder/vendor of the arbor. The method of staining must be included in the application along with the "dipped lumber" sample, if that is used. If the method of staining is hand application of the Behr DP-318 Sable, the homeowner must certify that either the vendor or the homeowner will procure the required stain.

The Arbor must be kept well maintained at all times and must be re-stained as needed by the homeowner at the homeowner's expense (suggest every 2-3 years). Homeowner is responsible for all upkeep and/or replacement of the arbor.

If adding an arbor cover, refer to specifications below for arbor covers.

If necessary, the sprinkler system must be professionally capped or moved at the Owner's expense.

Hanging baskets attached to the arbors will be permitted. If vines are grown on the arbor, they are not permitted to grow or attach to the home, roof or gutters and must be kept neat and trimmed at all times.

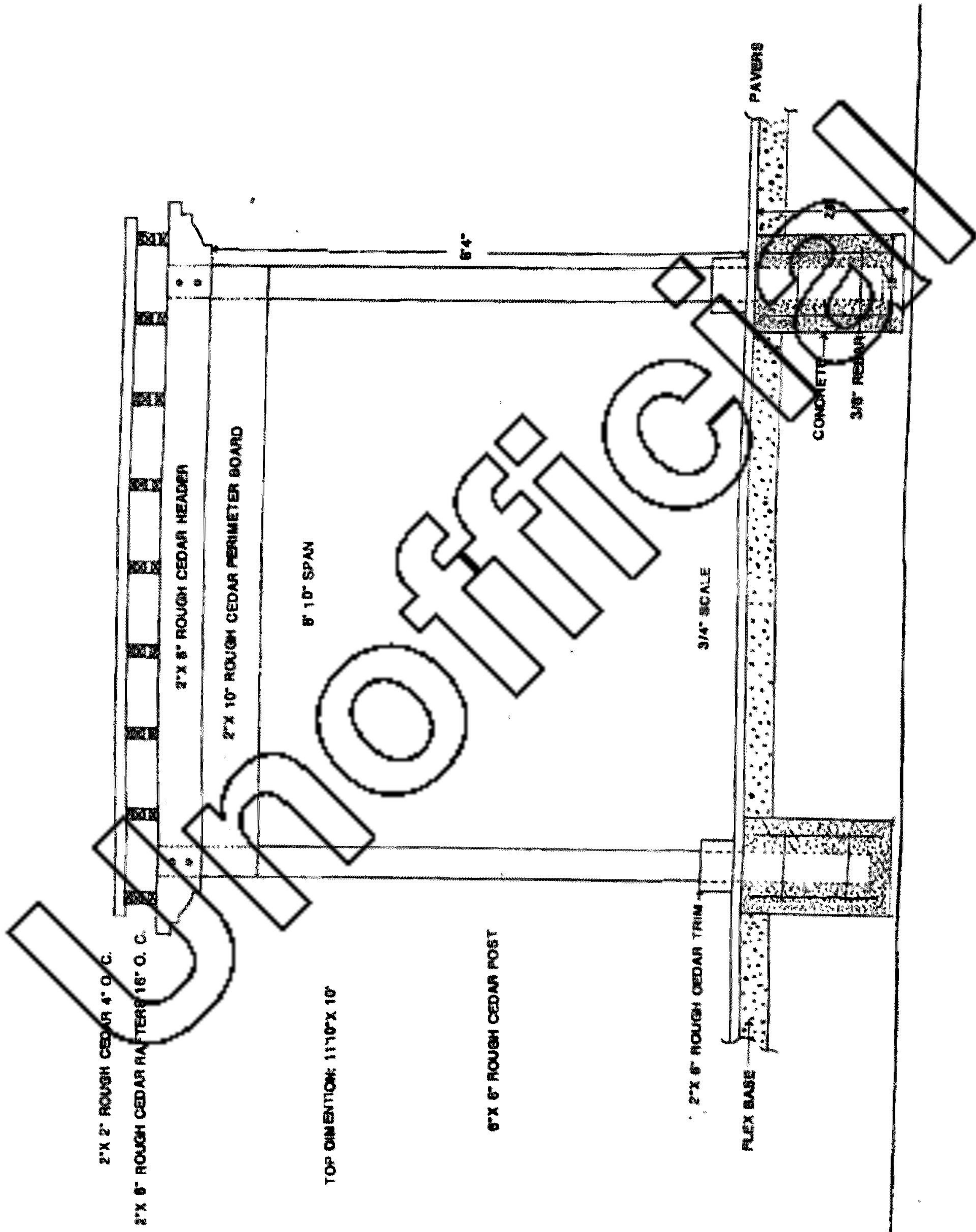
Shade coverings, to include drapes, rolling shades, or retractable shades, must be included in the plans submitted to the Architecture Control Committee and must be attached directly to the arbor. Ceiling fans will be permitted to be installed at the homeowner's expense and MUST be by a certified electrician and per any applicable city codes.

For Covered Arbors the following applies:

1. The trellis material may be eliminated
2. The rafters must be 2" X 6" material
3. Arbor covers must be Suntuf Panels or PolyGal (corrugated polycarbonate material) **ONLY**
4. **SOLAR GRAY** and **CLEAR** are the only colors allowed
5. The covering must not extend beyond the arbor top framing
6. Suntuf Panel/PolyGal must be secured to arbor top, with screws, based on the manufacturer's directions.
7. The screws used to secure the Suntuf Panels/PolyGal must be spaced close enough so that the panels do not flap or vibrate in light to moderate winds.
8. Homeowner is responsible for all upkeep and/or replacement of the covering.

Important! The homeowner is liable for all damages incurred to their unit or any other unit which might be damaged during construction of the arbor or as a result of any failure of the structure

GUIDELINES FOR ARBOR or ARBOR with COVER OVER CONCRETE PATIO FAIRWAY VILLAS HOA



Maintenance Responsibility Chart

Fairway Villas - October 2024

Items	Association Responsibility	Unit Owner Responsibility
1. Grounds, privacy patio fences, and retaining walls, including all landscaped and improvements thereon lying outside the main walls of the buildings with the exceptions noted herein.	All except as noted Original landscape, grass, irrigation system.	Cleaning of patios and Limited Common areas appurtenant to the Unit; replacement and maintenance of plantings (including grass) within the privacy fence and improvements made by the Unit Owner. (See Article VI, Section 1.)
2. Building roof	All in all regards.	
3. Unit doors (front, rear and garage doors).	Exterior door casing and painting.	Front and back door, hardware, weather stripping, doorsill repairs, replacements and paint. Garage door and garage door mechanics repairs, replacements and painting. Storm doors.
4. Windows	Exterior wood trim painting, caulking, and trim replacement.	Routine cleaning and repair of windows and window mechanisms and replacement of broken panes. Replacement or repair of all screens. Glass Surfaces
5. Assigned parking, driveways (Limited Common Elements)	All except for routine cleaning.	Routine cleaning. Stain removal.
6. Fireplaces and chimneys	All repairs and maintenance to the chimneys and outside vents.	All repairs and maintenance to the fireplaces.

Items	Association Responsibility	Unit Owner Responsibility
7. Plumbing and sewer lines.	Sewer lines external to the unit from the home to the city connection. Water lines external to the unit from the home to the water meter.	All portions within and serving a Unit. The Unit includes interior and exterior fixtures and appliances attached thereto. Damage to a Unit originating from causes initially occurring within the Unit that are the responsibility of the Unit Owner. Front and rear faucets and individual water cut off valves.
8. Electrical and related systems	Common Area lighting fixtures. Lighting fixtures attached to individual homes.	All portions from the unit to the Unit meter, serving only that Unit including exterior electrical outlets. Exhaust and ventilation systems. Damage to Unit occasioned by causes initiating within the Unit from electrical and responsibility of the Unit Owner. Homeowner replaced lighting fixtures attached to building located by (or over) front door and/or by back door.
9. Air conditioning, furnaces and water heating system.		All in all regards.
10. Pool Furniture, swimming pool, pool cabanas.	All in all regards.	
11. General Common Areas.	All in all regards.	

Items	Association Responsibility	Unit Owner Responsibility
12. Open parking areas/curbs.	All in all regards except for repairs or improvements that are the responsibility of the City of Plano.	
13. Common storage areas.	All in all regards.	
14. In-house Sprinkler System.		All in all regards.
15. Gutters and downspouts.	All in all regards	
16. Pests.		All in all regards.
17. Fire/smoke detectors or alarms.		All in all regards.
18. Back flow Assembly Testing.		All in all regards.
19. Satellite Dishes.		All in all regards.
20. Exterior vertical walls of buildings	Exterior Building Surfaces - Outermost materials only, such as brick, stone, siding, and any coatings or surface treatments on materials, such a paint and sealant (See DCCRs Article VI, Section 1)	All other aspects, including wall cavities, insulation, sheetrock
21. Insurance	See DCCRs Article VIII	<p>'At their option ... (i) upon their own personal property, (ii) their own improvements to their lot (iii) for their personal liability and (iv) living expense and such other coverage...'</p> <p>"The Owners suffering the loss shall be responsible to bear the cost of any deductibles among themselves..."</p> <p>Homeowners may consider a loss assessment endorsement along with their individual policy to help with deductible</p>

Any changes to the Unit by the Owner that can be seen from the outside of the unit must obtain

Architectural approval. This includes, but is not limited to, satellite dishes, landscape changes and improvements, arbors, patio extensions, etc.

Declaration of Covenants, Conditions and Restrictions for Fairway Villas Page 14, Article VI Section One: "In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject, which is not subject to any maximum. The Association is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder

Unofficial

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2025000024288

eRecording - Real Property
HOMEOWNERS ASSOC DOCS

Recorded On: March 03, 2025 01:32 PM

Number of Pages: 40

" Examined and Charged as Follows: "

Total Recording: \$177.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

Document Number: 2025000024288
Receipt Number: 20250303000436
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**STATE OF TEXAS
COUNTY OF COLLIN**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX