POLICIES

for

BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

POLICIES
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

I, _____, President of Brookside at Fields Residential Association, Inc. (the "**Association**"), certify that the following Policies (the "**Policies**") were approved by not less than a majority of the Board of Directors (the "**Board**") of the Association.

RECITALS:

The property encumbered by the following Policies is the property restricted by that certain Amended and Restated Community Charter for Brookside at Fields Residential Properties, recorded at Clerk's File Volume No. 139823 of the Official Public Records of Denton County, Texas (the "**Charter**") and the Amended and Restated Fields Covenant, recorded at Clerk's File Volume No. 49751 of the Official Public Records of Denton County, Texas (the "**Master Charter**"), as amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

1. Article 7, Section 7.2 of the Charter grants to the Association the power and authority to adopt, amend, repeal, and enforce rules and policies as may be deemed necessary or desirable with respect to the interpretation and implementation of the Charter, the operation of the Association, the use and enjoyment of the Common Areas and the use of any other property, facilities or improvements owned or operated by the Association.

2. Pursuant to Article 7, Section 7.2 of the Charter, the Board desires to adopt Policies consistent with recent modifications by the Texas State Legislature to the Texas Property Code (the "Code"), as well as Policies authorized and required pursuant to Chapter 209 of the Code.

3. These Policies replace and supersede any previously recorded or implemented policies that address the subjects contained herein, if any, adopted by the Association.

4. All capitalized terms in these Policies shall have the same meanings as that ascribed to them in the Charter.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the following Policies were approved by a majority vote of the Board of Directors as set forth above and now appear in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Denton County, Texas.

TO CERTIFY which witness my hand this the 22nd day of December, 2023.

BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

By: _____
Printed: Colin Fitzgibbons
Its: President

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned notary public, on this 22nd day of December, 2023 personally appeared Colin Fitzgibbons, President of Brookside at Fields Residential Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

_____
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Teresa M Kowalski
My Commission Expires
08/25/2024
ID No 7178485

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the following Policies were approved by a majority vote of the Board of Directors as set forth above and now appear in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Denton County, Texas.

TO CERTIFY which witness my hand this the 21st day of December, 2023.

BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

By: _____

Printed: Todd Watson

Its: Director

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned notary public, on this 21st day of December, 2023 personally appeared Todd Watson, Director of Brookside at Fields Residential Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

_____

Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Teresa M Kowalski
My Commission Expires
08/25/2024
ID No 7178485

POLICIES
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

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ATTACHMENT A

ASSESSMENT COLLECTION POLICY AND PAYMENT PLAN GUIDELINES
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

I. COLLECTION POLICY

A. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each year.

B. NOTICE

The Board shall fix the amount of the annual assessment against each lot for the following year and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Upon completion of the roster, written notice of the assessment due may be sent to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice if such notice was sent via regular mail and/or via certified mail return receipt requested to the most recent address of the owner according to the records of Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five (5) days after written notice has been received.

C. DUE DATE

All assessments are due and payable on an annual basis, as determined by a majority of the Board for that assessment year. The annual assessment will be due in two installments, with the first installment due on February 1st and the second installment due on August 1st of each year. If the Association is not paid within thirty (30) days of the February and/or August due dates, then the assessment shall be considered delinquent. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan as set forth in Section II of this Policy.

D. INTEREST AND LATE

If the assessments are not paid within thirty (30) days of the February 1st and August 1st due dates, the assessment shall bear interest from the due date at the maximum, non-usurious rate until the assessment is paid in full. Additionally, the delinquent assessment shall be subject to a late charge in an amount determined by the Board from time to time.

E. DELINQUENCY NOTIFICATIONS

The Association shall cause to be sent two notifications to delinquent owners:

1. FIRST NOTICE OF DELINQUENCY: In the event that an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the First Notice of Delinquency), a First Notice of Delinquency shall be sent to each owner with a delinquent account (1) by first class mail to the property owner's last known mailing address, as reflected in records maintained by the Association; or (2) by e-mail to an e-mail address the property owner has provided to the Association, setting forth all assessments, interest and other amounts due, including any administration fees and/or late fees that may be charged by the Association. The First Notice of Delinquency will contain a statement that the entire remaining unpaid balance of the assessment is due, including any previously imposed late fees, and that the owner is entitled to a Payment Plan as set forth in Article II below. In the event an owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.

2. SECOND NOTICE OF DELINQUENCY: In the event an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Second Notice), a Second Notice of Delinquency shall be sent via certified mail, return receipt requested to each delinquent owner at the owner's last known address, as reflected in the records maintained by the Association. The Second Notice of Delinquency shall be sent no earlier than thirty (30) days after the First Notice of Delinquency is mailed to the owner. The Second Notice of Delinquency will set forth the following information and the result of failure to pay, including an explanation of:

(i) AMOUNTS DUE: All delinquent assessments, interest and other amounts due, including any administration, statutory, and/or late fees that may be charged by the Association, and the total amount of the payment required to make the account current;

(ii) OPTIONS: If the owner has a right to a Payment Plan, the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a Payment Plan through the Association;

(iii) PERIOD TO CURE: A period of at least forty-five (45) days for the owner to cure the delinquency before further collection action is taken;

(iv) HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the date the Final Notice is mailed to the owner.

If a hearing is requested within thirty (30) days from the date the Second Notice of Delinquency is mailed to the owner, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than thirty (30) days after receipt of the owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board;

(v) PAYMENT PLAN: The Second Notice of Delinquency will contain a statement that the entire remaining unpaid balance of the assessment, including any previously imposed late, administration, and/statutory fees, is due and that the owner is entitled to a Payment Plan as set forth in Article II below. **In the event an owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full;**

(vi) COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within thirty (30) days from the date the Final Notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended; and

(vii) MILITARY NOTICE: Sections (a) and (d) do not apply to a property owners' association providing a property owner covered by the Servicemembers Civil Relief Act (50 U.S.C. Section 3901 et seq.) the protections to which the owner is entitled under the Act. If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

(viii) TURNOVER TO COLLECTION AGENT/ATTORNEY: If the Second Notice of Delinquency is sent to an owner and a hearing is not requested within thirty (30) days from the date the Second Notice of Delinquency is mailed to the owner, member privileges may be suspended; the account may be sent to a collection agent and/or the Association's attorney for collection following expiration of the forty-five (45) day period to cure; and any fees and expenses may be charged to the owner's assessment account.

(ix) FILING OF LIEN. The Association shall not file an assessment lien, if any, before the ninetieth (90th) day after the date the Second Notice of Delinquency is sent to the owner.

H. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to, sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action or a judicial foreclosure action; and filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

As a prerequisite to foreclosure of the Association's lien, either the Association's attorney or the Association will send notification via certified mail to any holder of a lien of record on the owner's property whose lien is inferior or subordinate to the Association's lien as evidenced by a deed of trust. The notification may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines that the notification may be received by such lien holder(s). Said notice will provide such lien holder with the total amount of the delinquency giving rise to the foreclosure and an opportunity to cure before the sixty-first (61st) day after the day the notice is mailed.

In the event the Association has determined to foreclose its lien as provided in the Charter, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code.

I. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

J. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Charter or Bylaws, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its best judgment, deems reasonable.

K. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order (hereinafter "**Unpaid Amounts**"). The amount of the service charge assessed by the Association will be the amount charged by the financial institution related to any such Unpaid Amounts plus any administrative costs incurred by the Association as a result of such Unpaid Amounts.

II. PAYMENT PLAN

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent assessments, or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. Any late fees imposed prior to a request for a Payment Plan may be made part of such Payment Plan at the discretion of the Board. The Payment Plan Schedule is as follows:

1. Each Payment Plan must be approved by the Board;

2. The term for the Payment Plan shall be determined at the discretion of the Board, but shall be no less than three (3) months and no more than eighteen (18) months;

3. Each Payment Plan shall require a 25% down payment;

4. After the down payment is applied, a Payment Plan may require equal monthly payments based on the number of months for such Payment Plan, with each payment due on the first day of each month;

5. Failure to pay the first monthly payment of the delinquent amount shall be considered a default of the Payment Plan;

6. An owner, upon written request, may request a longer period of time;

7. The Association is not required to enter into a Payment Plan with an owner who failed to honor the terms of a previous Payment Plan during the two (2) years following the owner's default under a previous Payment Plan;

8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan;

9. The Association is not required to offer a Payment Plan to an owner after the forty-five (45) day period to cure the delinquency has expired;

10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period.

III. APPLICATION OF PAYMENTS

A. Except as provided in subsection B immediately below, a payment received by the Association shall be applied in the following order of priority:

1. Any delinquent assessment;

2. Any current assessment;

3. Attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or other charges that can be the basis of foreclosure;

4. Attorney's fees not subject to "3" above;

5. Fines; and

6. Any other amount owed to the Association.

B. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:

1. Costs;

2. Attorney's fees;

3. Interest;

4. Late fees;

5. Delinquent assessments;

6. Current assessments; and

7. Fines.

As to each category identified in this subsection B, payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

ATTACHMENT B

FINE AND ENFORCEMENT POLICY
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

1.1. **Charter –** Amended and Restated Community Charter for Brookside at Fields Residential Properties, recorded at Clerk's File Volume No. 139823 of the Official Public Records of Denton County, Texas (the "**Charter**") and the Amended and Restated Fields Covenant, recorded at Clerk's File Volume No. 49751 of the Official Public Records of Denton County, Texas (the "**Master Charter**"), as amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

1.2. **Governing Documents –** Each document governing the establishment, maintenance or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Charter.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below more than one may exist at one time depending on the circumstances surrounding the violation(s).

2.1. **Curable Violations –** Without limitation, the Texas Property Code lists the following as examples of curable violations:

a. a parking violation based on the Governing Documents;

b. a maintenance violation;

c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and

d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation –** A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Without limitation, the Texas Property Code lists the following as examples of uncurable violations:

a. an act constituting a threat to health or safety;

b. discharging fireworks;

c. a noise violation that is not ongoing; and

d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety –** Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter or Email (Optional) –** A courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period.

3.2. **Violation Letter or Email (Optional) –** Depending on the severity of the violation and/or the history of prior violations on the Owner's Residential Lot, the violation letter may be the first letter sent to the Owner. If sent, the violation letter may include:

a. a description of the violation;

b. the required curative action;

c. the deadline to cure the violation; and

d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter –** The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier and may be emailed to the Owner at the email address registered with the Association. The demand letter must be sent to the Owner's last known address as shown in the records of the Association. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole and absolute discretion.

3.4. **Content of the Demand Letter –** The demand letter will include the following:

a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;

b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;

c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;

d. a notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq*.), if the Owner is serving on active military duty.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

Section 4. **Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety**. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier and may be emailed to the Owner at the email address registered with the Association. The demand letter must be sent to the Owner's last known address as shown in the Association's records.

4.1. **Content of the Demand Letter** – The demand letter will include the following:

a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;

b. notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and

c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

4.2. **Hearing Requested –** If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

Section 5. Remedies and Subsequent Violations. Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self-help remedies set forth in the Charter. Further, the right to use the Common Area may be suspended. A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame. The Association may file a suit for the recovery of damages and/or injunctive relief.

If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. The Board reserves the right to adjust fines based upon the egregiousness of the violation. The general categories of restrictive covenant violations for which the Association may assess fines includes, but is not limited to the following: aesthetics, use of lot and/or Common Area, lawn maintenance, Lot improvement maintenance, parking/vehicles, installation of an unapproved improvement, leasing/tenant violations, animals, nuisance, uncurable violations or violations that are a threat to the public health and safety and holiday lights.

Notice	**Time to Cure (estimate)**	**Fine Amount if not Cured**
Courtesy Notice or Email (if sent)	10 days	No Charge
Violation Notice or Email (if sent)	10 days	No Charge
Demand Letter - 1st Notice (Chapter 209 Demand Letter)	10 days	See General Category of Violations
2nd Notice of Fine Letter	10 days	See General Category of Violations
3rd Notice of Fine Letter	10 days	See General Category of Violations
Subsequent Notice of Fine Letters for the same or substantially similar violation	10 days	See General Category of Violations

General Category of Violations	Fine Amount (regardless of length of time violation exists – NOT A PRORATED AMOUNT)
Aesthetics	$150.00-$250.00/month
Use (Lot or Common Area)	$150.00-$250.00/month
Yard Maintenance	$250.00/month
Improvement Maintenance	$250.00/month
Parking/Vehicles	$500.00 every 10 days
Installation of Unapproved Improvement	$500.00 daily
Leasing/Tenant Violations	$500.00 daily
Animals	$250.00/month
Nuisance	$250.00/month
Uncurable Violations or Violations that are a Threat to Public Health and Safety	$500.00 every 10 days
Holiday Lights	$500.00 every 10 days

Any fine levied by the Association is the personal obligation of the Owner and shall constitute a continuing lien against the property per Article IV, Section 4.11 of the Charter. The Board of Directors of the Association may adopt and modify the schedule of fines for various types of violations from time to time.

Section 7. Board Hearings. If an Owner is entitled to an opportunity to cure a violation pursuant to Section 209.007 of the Texas Property Code, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

7.1. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

7.2. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

7.3. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.

7.4. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.

7.5. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

7.6. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

7.7. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.

7.8. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.

7.9. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section 7.9.

7.10. Either party may make an audio recording of the Board Hearing.

7.11. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

7.12. Owners are entitled to one hearing unless the Board in its sole and absolute discretion agrees to allow additional hearings.

7.13. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

ATTACHMENT C

DOCUMENT RETENTION POLICY
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

POLICY:

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to them as listed below. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types listed below will be maintained for the identified time period. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. **Retention Periods**.

DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	Five (5) years	Unless period of ownership exceeds five (5) years, then retain last five (5) years.
Audit Records	Independent Audit Records	Seven (7) years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus four (4) years	

Financial Books & Records	Year End Financial Records and supporting documents	Seven (7) years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual and special member meetings	Seven (7) years	
Restrictive Covenants	And all amendments	Permanently	
Tax Returns	Federal and State Income and Franchise Tax Returns and supporting documentation	Seven (7) years	

2. <u>Destruction of Documents</u>.

The documents listed in Section 1 above will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents will be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents will be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

ATTACHMENT D

ACCESS, PRODUCTION AND COPYING POLICY
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

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1. ACCESS

The books and records of the Association, including financial records, shall be open to and reasonably available for examination by an owner, or a person designated in writing signed by the owner as the owner's agent, attorney, or certified public accountant. An owner is entitled to obtain from the Association copies of information contained in the books and records. An owner, or the owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records.

An attorney's files and records relating to the Association, excluding invoices requested by an owner under Section 209.008(d) of the Texas Property Code are not records of the Association and are not subject to inspection by the owner, or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.

The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner, an owner's personal financial information, including records of payment/nonpayment of amounts due the Association, an owner's contact information other than the owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual owner. These records may be made available only (i) with the express written approval of the owner whose records are the subject of the request, or (ii) if a court of competent jurisdiction orders the release of the records.

If inspection is requested, the Association, on or before the tenth (10th) business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed upon time during normal business hours.

If copies are requested, the Association shall produce the requested records for the owner on or before the tenth (10th) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.

If the Association is unable to produce the records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall give the owner notice that it is unable to produce the records within ten (10) business days and state a date by which the information will be sent or made available for inspection, on a date not more than fifteen (15) business days after the date the notice is given.

Notwithstanding anything contained herein to the contrary, all records shall be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

2. CUSTODIAN OF RECORDS

The Secretary of the Board or other person designated by the Board, is the designated Custodian of the Records of Association. As such, the Secretary of the Board is responsible for overseeing compliance with this Policy. Any questions regarding this Policy shall be directed to the Custodian of the Records of the Association.

3. PROCEDURES FOR RESPONDING TO REQUEST FOR INFORMATION

All requests for information must comply with the requirements set forth hereinabove. The dated and signed, written request must state the specific information being requested.

Requests for information will **NOT** be approved when the information (1) regards pending legal issues, unless specifically required by law; (2) regards personnel matters such as individual salaries; (3) regards other members; or (4) is privileged or confidential.

4. COST OF COMPILING INFORMATION AND MAKING COPIES OF RECORDS

The costs of compiling information and making copies shall not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.

The following are the costs of materials, labor, and overhead which shall be charged to the owner requesting. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the invoice is sent to the owner.

4.1 Copy Charge:

(1) Standard paper copy. The charge for paper copies reproduced by means of an office machine copier or a computer printer is $0.10 per page or part of a page. Each side that has recorded information is considered a page.

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

(A) Diskette — $1.00

(B) Magnetic tape — actual cost

(C) Data cartridge — actual cost

(D) Tape cartridge — actual cost

(E) Rewritable & non-rewritable CD — $1.00

(F) Digital video disc — $3.00

(G) JAZ drive — actual cost

(H) Other electronic media — actual cost

(I) VHS video cassette — $2.50

(J) Audio cassette — $1.00

(3) Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper) — $0.50

(4) Specialty paper (e.g. Mylar, blueprint, blueline, map, photographic) — actual cost

4.2 Labor Charge:

For locating, compiling, manipulating data, and reproducing public information, the following charges shall apply:

(1) Labor charge — $15.00/hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information;

(2) When confidential information is mixed with public information on the same page, a labor charge may be recovered for time spent by an attorney, legal assistant, or any other person who reviews the requested information to redact, blackout, or otherwise obscure confidential information in order to release the public information;

(3) No labor charge to be billed for requests that are fifty (50) or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two (2) or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

4.3 Overhead Charge:

Whenever a labor charge is applicable to a request, the Association may include in the charges direct and indirect charges, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, the charge shall be made in accordance with the methodology described hereafter:

(1) The overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records unless the request also qualifies for a labor charge;

(2) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request.

4.4 Miscellaneous Supplies:

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted and a transaction fee is charged by the credit card company, that fee may be added to the total charge.

5. DENIAL OF REQUESTED INFORMATION

If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting member of that decision and the reason for it in a timely manner. The Board, or its designee, will inform the owner, in writing of their right to appeal to the Board.

ATTACHMENT E

CHAPTER 209 HEARING POLICY
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

I.
Definitions

A. "Board Hearing" means any hearing before the Board pursuant to this Policy.

B. "Code" means the Texas Property Code.

C. "Dedicatory Instrument" has the meaning as defined by Section 209.002(4) of the Code.

D. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.

E. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section II(D) of this Policy.

II.
Rules Applicable to Board Hearings

A. Subject to the exceptions set forth in II(K) below, this Policy shall apply to Board Hearings in connection with the following:

a. the levying of fines for violations of the Dedicatory Instruments;

b. suspension of an Owner's right to use the Common Areas;

c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;

d. charging an Owner for property damage; or

e. reporting of any delinquency of an Owner to a credit reporting service.

B. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

C. The Board shall provide a Hearing Notice setting forth the date, time and place of the Board Hearing to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of this Notice.

D. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.

E. Owners are expected to provide a list of anticipated participants (including, but not limited to witnesses and Owner representatives) and copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

F. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or any witnesses.

G. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the issue will be deemed to be resolved in favor of the Association.

H. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors, including but not limited to the complexity of the issues, the number of exhibits, and whether witnesses will be presented. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; and (iii) the Board's finite amount of time to consider such issues.

I. All parties participating in the Board Hearing are expected to treat each other professionally and in a respectful matter. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolutely discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).

J. Either party may make an audio recording of the Board Hearing.

K. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

L. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

M. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as those ascribed to them in the Charter.

ATTACHMENT F

DISPLAY OF RELIGIOUS ITEMS POLICY
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

Reviewer Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, a Design Review Committee ("**Reviewer**") application must be submitted to the Association and approved in writing in accordance with the Charter. The following information must be included with the application:

a. Type and description of religious display;

b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require Reviewer approval. All other religious displays shall require Reviewer approval as set forth above.

a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require Reviewer approval.

b. Seasonal holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than thirty (30) days before and fifteen (15) days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;

2. The item violates a law other than a law prohibiting the display of religious speech;

3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;

4. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or

5. The item is attached to a traffic control device, streetlamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the community.

ATTACHMENT G

GUIDELINES RELATING TO DROUGHT-RESISTANT LANDSCAPING AND WATER-CONSERVING NATURAL TURF
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

Section 1. **Definitions.** The following capitalized terms as used herein shall have the following meanings:

1.1 **Water-conserving natural turf -** means natural turf grass that has lower water requirements than that of other types of natural turf, such as St. Augustine grass. Examples include, but are not limited to, Buffalo, Zoysia, and Bermuda grasses.

1.2 **Xeriscape Landscaping -** means landscape design that utilizes water-conserving natural turf and/or drought-resistant landscaping, such as native and adaptive plants that can grow and sustain themselves with lower water requirements and can tolerate heat and drought conditions.

Section 2. **Purpose.** This Xeriscape Guidelines is intended to encourage the use of manicured, Xeriscape Landscaping designs that are consistent and aesthetically compatible with other landscaping in the Subdivision. The Design Review Committee ("Reviewer") shall be the governing body with jurisdiction to reasonably regulate the design, installation, and maintenance of all Xeriscape Landscaping areas for any portion of a Lot or property within the Subdivision that is visible from any public or private street. The determination of the acceptability of a Xeriscape Landscaping plan shall be at the sole discretion of the Reviewer, subject to the statutory requirement that the Reviewer shall not unreasonably deny or withhold approval of a proposed installation of drought-resistant landscaping or water-conserving natural turf or unreasonably determine that the proposed installation is aesthetically incompatible with other landscaping in the Subdivision.

Section 3. **Reviewer Approval Required.** The installation of Xeriscape Landscaping requires the prior written approval of the Reviewer.

3.1 **General.** Prior to the commencement of any installation of Xeriscape Landscaping, whether new or a modification or alteration of existing landscaping, Owner shall submit a written request for the proposed Xeriscape Landscaping to the Reviewer for review. Failure to submit a request and plan may result in the modification, relocation, or removal of any unapproved landscaping or improvements at the Owner's expense.

3.2 **Plan Submission.** Owner shall submit a written request for Xeriscape Landscaping, along with any applicable submittal fee, and a detailed site plan of the proposed landscape design for plants, natural turf grass, trees, cacti, mulch, rock, gravel, stones, ground cover, and other landscaping or materials to be installed to the Reviewer. The plan shall: (i) be compliant with the general requirements below, (ii) proportionately depict the proposed landscaping in relation to other improvements on the Lot (e.g., buildings, patios, driveways, sidewalks and walkways), (iii) include a detailed list of the common names or

species of all plants, trees, grasses, turf grass and cacti to be installed, and (iv) include a precise calculation of the percentage of the landscaping area that is to be gravel and/or rocks.

3.3 Criteria. A proposed installation of Xeriscape Landscaping shall be reviewed by the Reviewer to (i) confirm the proposed plants, trees, grasses, turf grass, and other vegetation are generally accepted as drought-resistant and tolerant of local climate conditions, and (ii) ensure to the extent practicable, maximum aesthetic compatibility with other landscaping in the Subdivision.

3.4 Review. The Reviewer shall exercise due diligence in the review of any proposed submittal and use its best efforts to approve or disapprove a proposed submittal within thirty (30) days of all necessary submittal information. In the event, for any reason, the Reviewer fails to approve or disapprove a proposed submittal within thirty (30) days of receipt of all required plans, information, and materials, the submittal, in its entirety, shall be deemed disapproved. Provided, however, the Reviewer shall have the authority to consider the submittal after the expiration of the thirty (30) day period and approve.

Section 4. General Requirements. The following general requirements shall be applicable to all Xeriscape Landscaping designs on Lots in the Subdivision.

4.1 Design. Xeriscape Landscaping shall meet the following design requirements:

(a) Natural turf grasses approved by the Reviewer include, but is not limited to, buffalo, zoysia, Bermuda, and other water-conserving natural turf that is compatible in appearance with the aesthetics of the Subdivision. Synthetic grass or turf is not permitted.

(b) Non-turf areas may contain decomposed granite, hardwood mulch, crushed limestone, flagstone, or other loose stone material as approved by the Reviewer; provided, however, no more than twenty-five percent (25%) of the publicly visible area is covered with gravel and/or rocks.

(c) Non-turf planted areas must be bordered with approved bordering material to define the xeriscaped areas clearly from the turfed areas. Approved border materials may include, but is not limited to, stone, clay or brick pavers, metal edging, or decorative concrete. The method of installation shall ensure the border remains in place as originally designed (e.g., with the use of mortar or stakes). If iron edging is used, the top edge shall not be more than two inches (2") above grade. If brick units are used, they must be solid units, not those with holes.

(d) No more than four (4) large cacti (i.e., greater than three feet (3') in height or width) shall be in public view, and no more than five percent (5%) of the total plants, used shall be cacti.

(e) No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.

(f) No plants may encroach onto or over public sidewalks.

(g) No plants with thorns, spines, or sharp edges may be used within six feet (6') of the sidewalks.

(h) No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.

(i) No more than four (4) urns, pots, and other manmade ornamentation shall be in public view.

4.2 Maintenance. All landscaping, whether xeriscaped or otherwise, shall be maintained at all times, including as follows:

(a) All plants and turf grass shall be trimmed, edged and manicured routinely to ensure an attractive appearance, and shall not permitted to be overgrown, contain weeds, have unintended bare areas or become aesthetically incompatible with the other landscaped areas in the Subdivision as determined in the sole discretion of the Reviewer.

(b) Turf grass along borders shall be edged routinely.

(c) Ground cover must be maintained to prevent weed growth.

(d) Sickly and dying plants must be removed and replaced.

(e) Perennials and ornamental grasses that die back in the winter must be cut back to remove dead material.

(f) Any border material that is susceptible to deterioration shall be well maintained and not permitted to fade, bend, rust, crack or become in a state of disrepair.

ATTACHMENT H

STANDBY ELECTRIC GENERATOR POLICY
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

I.DEFINITIONS

Section 1. For purposes of this Policy, "Standby Electric Generator" shall mean a device that converts mechanical energy to electrical energy and is:

1.1 Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;

1.2 Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;

1.3 Connected to the main electrical panel of a residence by a manual or automatic transfer switch; and

1.4 Rated for a generating capacity of not less than seven kilowatts.

PARAMETERS FOR APPROVAL

Section 2. The installation and operation of permanently installed Standby Electric Generators are permitted, subject to approval by the Reviewer, under the following parameters:

2.1 Standby Electric Generators must be installed and maintained in compliance with:

(a) the manufacturer's specifications; and

(b) applicable governmental health, safety, electrical, and building codes;

2.2 All electrical, plumbing, and fuel line connections for Standby Electric Generators shall be installed only by licensed contractors;

2.3 All electrical connections for Standby Electric Generators shall be installed in accordance with applicable governmental health, safety, electrical, and building codes;

2.4 All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for Standby Electric Generators shall be installed in accordance with applicable governmental health, safety, electrical, and building codes;

2.5 All liquefied petroleum gas fuel line connections for Standby Electric Generators shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;

2.6 Nonintegral Standby Electric Generator fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;

2.7 All Standby Electric Generators and their electrical lines and fuel lines shall be maintained in good condition;

2.8 Any deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, shall be repaired, replaced, or removed, as appropriate;

2.9 A Standby Electric Generator shall be screened if it is:

(a) visible from the street that the residence faces;

(b) located in an unfenced side or rear yard of a residence and visible either from an adjoining residence or from adjoining property owned by the Association; or

(c) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and visible through the fence either from an adjoining residence or from adjoining property owned by the Association;

2.10 Periodic testing of Standby Electric Generators should be in accordance with the manufacturer's recommendations and shall occur between the hours of 10:00 a.m. and 4:00 p.m.

2.11 The preferred location for Standby Electric Generators is:

(a) at the side or back plane of the home;

(b) outside of any easements located upon such lot; and

(c) outside of all side setback lines for such lot.

(d) However, in the event that the foregoing preferred location either (i) increases the cost of installing the Standby Electric Generator by more than ten percent (10%), or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), then the Standby Electric Generator shall be located on the lot in a position that complies as closely as possible with the preferred location without violating either (i) or (ii) noted herein.

PROHIBITIONS

Section 3.1. Standby Electric Generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

Section 3.2. Owners are prohibited from locating Standby Electric Generators on property owned or maintained by the Association.

REVIEWER APPROVAL

Section 4.1. Owners are required to obtain written approval from the Reviewer prior to the installation of a Standby Electric Generator. The submission of plans must include a completed application for architectural review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as noted in Article II), and a copy

of the manufacturer's brochures. The Association may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in Article II.

Section 4.2. Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the Subdivision.

Section 4.3. This Standby Electric Generator Policy does not apply to property that is owned or maintained by the Association.

ATTACHMENT I

SECURITY MEASURES POLICY
for
BROOKSIDE AT FIELDS RESIDENTIAL ASSOCIATION, INC.

POLICY:

1. **Design Review Committee ("Reviewer") Application Required**. Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("**Code**") is constructed or otherwise erected on a Lot, an application must be submitted to the Association and approved in writing in accordance with the Charter. The following information must be included with the application:

(a) Type of security measure;

(b) Location of proposed security measure;

(c) General purpose of proposed security measure; and

(d) Proposed construction plans and/or site plan.

2. **Other Applicable Requirements**. Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

(a) The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;

(b) Easements in the area in which the security measure is to be installed;

(c) Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's Reviewer security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Fencing**. The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

(a) All security measures fencing must be installed in compliance with the fencing provisions contained in the Brookside Design Guidelines, as amended and supplemented from time to time.

(b) All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.

(c) The Reviewer shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.

(d) If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the architectural application to the Reviewer. In the event that the Affected Lot Owner(s) refuse to sign the architectural application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, Front Door Entryway Enclosures**. All burglar bars, security screens, and front door entryway enclosure shall be black or any color approved by the Reviewer. Notwithstanding the foregoing, the Reviewer shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the Reviewer (subject to an appeal to the Board of Directors in the event of a Reviewer denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location**. A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

6. **Disputes; Disclaimer; Indemnity**. Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE REVIEWER, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE DECLARANT, THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE REVIEWER, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE REVIEWER PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE DECLARANT, THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE REVIEWER (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the Subdivision.