

Chimneystone Homeowners Association
PROPERTY MAINTENANCE POLICY

WHEREAS, the Declaration of Covenants, Conditions and Restrictions ("deed restrictions") for Chimneystone section 1, 2 and 3 state:

Article III, Section 6 - Prohibition of Offensive Activities.

... No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Article III, Section 14 - Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner ... No Lot shall be used or maintained as a dumping ground for trash ... In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant or its assigns may without liability to the Owner or occupant in trespass or otherwise enter upon said Lot or cause to be removed such garbage, trash and rubbish and do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount therefor may be added to the annual maintenance charge provided for herein.

AND WHEREAS, the Board of Directors desires to set guidelines and a uniform policy for forced maintenance on individual properties,

NOW THEREFORE, the following guidelines and procedures are hereby adopted.

A. Forced maintenance may be used on the following categories of deed restriction violations:

- * Lawn care including mowing, edging, bed weeding and shrubbery pruning
- * Tree pruning and removal of dead wood
- * Fence and gate repairs
- * Gutter repairs
- * Mailbox repair or replacement
- * Trash removal
- * Mildew cleaning from walls, fences, brick mailboxes and exterior house/garage surfaces
- * Graffiti cleaning from the residence, garage, walls, fences and concrete surfaces

Note that on mailbox repairs or replacements, it is unlawful to touch, tamper with or view any mail in the box. Maintenance will only be

done if the box is empty and a photograph of the opened, empty mailbox will be taken as evidence that there was no mail in the box when the work was done.

- B. Unless otherwise directed, the Community Manager shall be given the authority to use discretion in resolving a particular deed restriction violation through the normal letters process or by forced maintenance under this policy.
- C. Before maintenance is undertaken on a property, a minimum of one letter will be mailed to the owner of record, clearly stating the work needed, the timeframe in which it must be completed, the remedy that it will be assigned to a contractor and that the costs will be billed back to the owner. A sample letter is attached to this policy.
- D. On any forced maintenance, the full cost of the work plus a \$20 administrative fee will be billed back to the owner's account. Collection of the maintenance costs will be done per the Association's standard collection procedures.

Adopted: June 10, 1997

June 3, 1997

John Q. Smith
1234 Main Street
Houston, Texas 77001

MAINTENANCE NOTICE

Dear Mr. Smith:

The Chimneystone Homeowners Association is continually working to maintain and improve the quality and value of properties in Chimneystone by asking all residents to comply with the Deed Restrictions.

This is our request to you that you undertake the maintenance indicated below within ten (10) days of the date of this letter. As provided in the deed restrictions, if maintenance is not undertaken after ten (10) days, the West Airport H.O.A. will send a contractor to your property to perform the work. The full cost of this work will be invoiced back to you and will constitute a lien on your property until paid.

GUTTER ON LEFT SIDE OF HOUSE IS FALLING - PLEASE REPAIR
DR Section: Article III, Section 14
Address: 2905 Old Fort Road

Once this maintenance is completed, it will be your responsibility to ensure that the problem does not recur. No additional notice will be sent before a contractor is sent to the property if the problem recurs within six (6) months.

Sincerely,

Mary C. Brown
Community Manager

Reference Number: 1111
Account Number: D0101001

BY FIRST CLASS MAIL AND CERTIFIED MAIL (P-478-123-994)

CHIMNEYSTONE HOMEOWNERS ASSOCIATION

ARCHITECTURAL CONTROL COMMITTEE

GUIDELINES FOR ROOM ADDITIONS

- * Design criteria and construction techniques shall adhere to the Uniform Building Code, and all other applicable codes for the County of Fort Bend and the State of Texas.
- * Construction materials and workmanship shall be in every respect that which is considered 'first quality'.
- * Construction shall be performed in a timely manner with minimum inconvenience to the adjoining neighbors.
- * Construction shall in no case take longer than 45 days.
- * Exterior materials shall match in color, style and type those of the existing structure.
- * Drainage shall not be averted to the adjoining property.
- * All easements shall be adhered to and Board approval does not relinquish this responsibility of the homeowner.
- * Any mud tracked onto the community streets shall be immediately shoveled off.
- * The fence and sod on the adjoining property, if disturbed, shall be replaced to an acceptable condition.
- * Upon completion, all construction materials shall be removed from the work site and the area shall be left in a neat and dressed manner and finished to final grade.
- * Construction activity shall be limited to daylight hours.

Chimneystone Homeowners Association RECREATION AREA RULES

SWIMMING POOL

1. Current pool tags are required to enter.
2. All guests must be accompanied by a community resident with a current pool tag.
3. Children under 12 years old must be accompanied and supervised by an adult at all times.
4. All swimmers must wear bathing suits - no cut-off jeans allowed.
5. Flotation devices must be approved in advance by the lifeguard.
6. Only one person is allowed on the diving board at a time.
7. No running or horseplay in the pool area.
8. No skateboards or bicycles allowed in the pool area.
9. Pets are not allowed on the premises.
10. Alcohol consumption is not allowed within the pool fenced area except during private parties outside of regular pool hours.
11. Smoking is allowed by adults in designated areas only.
12. No glass allowed in the pool area.
13. Deposit all trash in the garbage cans provided - please don't litter.
14. Failure to follow the rules may result in immediate removal from the pool area.
15. The lifeguard on duty has full authority to enforce all rules pertaining to the safety of the pool.
16. Use of these facilities is at your own risk.

TENNIS COURTS

1. A tennis court key is required to enter. Keys are available at a cost of \$2 each from C.I.A. Services.
2. All guests must be accompanied by a community resident.
3. The courts are available on a first come, first serve basis - please limit your court time to one hour if others are waiting to play.
4. Tennis shoes must be worn on the courts.
5. No glass is allowed on the tennis courts.
6. Deposit all trash in the garbage cans provided - please don't litter.
7. No skateboards or bicycles are allowed on the tennis courts.
8. The lights are on a master timer so they automatically shut off at 11:00 p.m. To conserve electricity, please turn off the lights when you leave.
9. Make sure the gate is locked when you leave.
10. Use of these facilities is at your own risk.

These facilities are provided for and maintained by your maintenance fees. Please help us keep them clean and in good repair. Please report any damage or problems that you find to C.I.A. Services at 281-242-2503.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

12-29-1999 11:11 AM 1999111115
TD \$65.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Chimneystone Homeowners Association is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Fort Bend County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Chimneystone Homeowners Association which have not been previously filed in the public records of Fort Bend County are attached hereto, including:

Political Signage Guidelines

FURTHER, other dedicatory instruments of the Chimneystone Homeowners Association have already been filed in the public records of Fort Bend County and these documents supplement the previously filed documents.

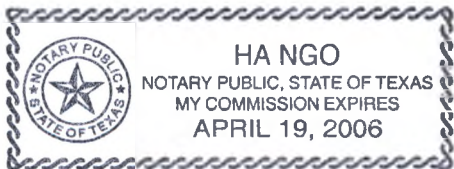
SIGNED on this 2nd day of August, 2005.

Signature: *L. C. Jameson*
By: L. C. Jameson
Title: C.I.A. Services, Inc., Managing Agent for
Chimneystone Homeowners Association

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on this 2nd day of August, 2005 by L. C. Jameson.

Signature: *Ha Ngo*
By: Ha Ngo
Title: Notary in and for the State of Texas
My commission expires on 04/19/06



Return to: C.I.A. Services, Inc.
9800 Centre Parkway, Suite 625
Houston, Texas 77036-8294
Phone: 713-981-9000 Fax: 713-981-9090

CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT GUIDELINES FOR POLITICAL SIGNAGE

Whereas the Covenants, Conditions & Restrictions of the Chimneystone Planned Community Development provide general restrictions for the display and placement of signage on properties within the community, and

Whereas chapter 202.009 of the Texas Property Code, which became law on June 18, 2005, addresses political signage within property owners associations in the state of Texas in way that conflicts with the restrictive covenants of the Chimneystone Planned Community Development, and

Whereas chapter 202.009 of the Texas Property Code, allows a property owners association to adopt and enforce certain covenants to restrict political signage, and

Whereas it is the desire of the Board of Directors of the Chimneystone Planned Community Development to create clear guidelines for display of political signage on and around residential properties within the community in compliance with chapter 202.009 of the Texas Property Code,

Now, therefore, the following Guidelines for Political Signage are hereby adopted and made effective upon filing in the public records of Fort Bend County and supersede any guidelines for political signage previously in place.

1. Political signage covered by these guidelines includes signs advertising a specific candidate or ballot issue in an election in the precinct in which the property is located.
2. One or more political signs advertising a political candidate or ballot item for an election may be displayed as early as 90 days before the date of the election and must be removed no later than 10 days after that election date.
3. Political signs unrelated to a candidate or ballot issue for an upcoming election may not be displayed at any time. Issue oriented signage which does not name a specific candidate or ballot issue for an upcoming election may not be displayed at any time.
4. Only one sign at a time may be displayed on a property for each candidate, or pair of candidates in the case of a presidential election, or ballot item.
5. Signs may be no larger than four feet by six feet.
6. Signs must be ground mounted with small wood or metal stakes and the top of the sign may be no higher than six feet above the ground. Signs may not be painted onto architectural surfaces such as buildings, walls or fences. Signs may not be attached to buildings, structures, walls, fences, trees, landscaping, utility poles, vehicles, trailers or other objects. Bumper stickers and other such materials adhered to and flush with the surface of passenger vehicles are not prohibited by these guidelines.
7. Signs must be made of standard political signage materials and may not contain roofing material, siding, paving materials, flora, balloons, lights or any other similar building, landscaping, or nonstandard decorative component.
8. No sign may be displayed which is accompanied by music or other sounds or by streamers, balloons or lights or is otherwise distracting to motorists.
9. No sign may be displayed which contains language, graphics, or any display that would be offensive to the ordinary person.
10. No sign may be placed in a manner which violates any law or threatens public health or safety.

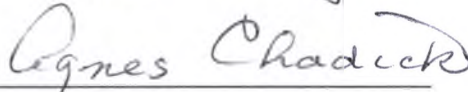
Chimneystone Planned Community Development

Signage Guidelines

Page 2 of 2

11. Any sign or signs displayed in violation of these guidelines may be removed by the Chimneystone Planned Community Development or its agents without liability in trespass or otherwise.

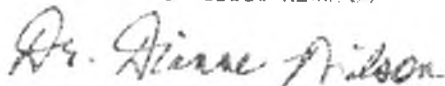
Approved and adopted by the Board of Directors on this 2nd day of August 2005.



Agnes Chadick, Secretary
Chimneystone Planned Community Development

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Dianne Wilson, P.O. COUNTY CLERK

FT BEND COUNTY TEXAS

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ADDITIONAL DEDICATORY INSTRUMENTS
for
CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Scott White, who, being by me first duly sworn, states on oath the following:

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

"I am a Director of CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

Resolution Regarding Basketball Goals

DATED this 11 day of APRIL, 2011.

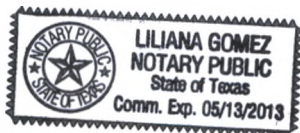
CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS
ASSOCIATION

BY: Scott White
Director

PRINT NAME: Scott White

SUBSCRIBED AND SWORN TO BEFORE ME by the said scott white, on

this the 11 day of April, 2011.



Liliana Gomez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AS PER ORIGINAL

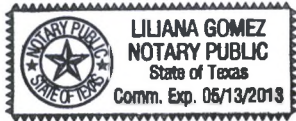
After recording return to:
DAUGHTRY & JORDAN, P.C.
17044 El Camino Real
Houston, Texas 77058

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on this the 27 day of April, 20 11, by the said James Richards, Secretary of CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Liliana Gomez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058

AS PER ORIGINAL

**RESOLUTION REGARDING BASKETBALL GOALS
IN CHIMNEYSTONE, SECTIONS ONE (1), TWO (2) AND THREE (3)
CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS ASSOCIATION**

WHEREAS, Chapter 204, Section 204.010 of the Texas Property Code authorizes associations acting through their boards of directors to adopt and amend rules regulating the use, maintenance, repair, replacement, modification and appearance of the subdivision; and

WHEREAS, the Board of Directors of Chimneystone Planned Community Development Homeowners Association (hereinafter "Association") desires to promulgate guidelines for the use and maintenance of basketball goals on lots in the subdivision, so as to preserve the appearance of the subdivision;

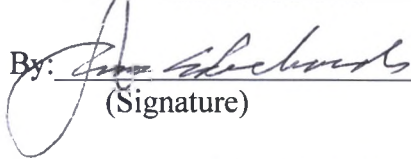
NOW THEREFORE, BE IT RESOLVED THAT the following Rules Regarding Basketball Goals in Chimneystone, Sections One (1), Two (2) and Three (3), are hereby adopted by the Board of Directors of the Association:

RULES REGARDING BASKETBALL GOALS

Basketball goals shall be freestanding portable type or shall be mounted to the residence or garage. Poles cemented into the ground are prohibited. The homeowner must maintain the basketball goal in good repair at all times (including pole, rim, backboard and net), with no rust, peeling or chipped paint, warped backboard, etc. Basketball goals shall be upright at all times in the driveway, and may not be placed in the street or on the lawn of any lot.

Adopted this 11 day of April, 2011.

CHIMNEYSTONE PLANNED
COMMUNITY DEVELOPMENT
HOMEOWNERS ASSOCIATION

By: 
(Signature)

Its Secretary: SAHER E. RICHARDS
(Print Name)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2011 Apr 20 09:55 AM

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

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ADDITIONAL DEDICATORY INSTRUMENTS
for
CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

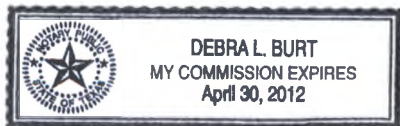
1. **Policy Regarding Alternative Payment Schedules**
2. **Policy Regarding Records Retention, Inspection & Production**
3. **Resolution Regarding Regulation of Flag Display**
4. **Regulation of Display of Certain Religious Items**
5. **Regulation of Composting Devices, Rain Barrels, Rainwater Harvesting Devices and Irrigation Systems**
6. **Regulation of Certain Roofing Materials**
7. **Regulation of Solar Energy Devices**

DATED this 8th day of November, 20 11.

CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS
ASSOCIATION

BY: Trisha Taylor Farine
Trisha Taylor Farine, attorney/agent

SUBSCRIBED AND SWORN TO BEFORE ME by the said Trisha Taylor Farine, on this the 8th day of November, 20 11.



Debra L. Burt
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to:
DAUGHTRY & JORDAN, P.C.
17044 El Camino Real
Houston, Texas 77058

Ret

**CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS
ASSOCIATION, INC.
POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES**

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

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

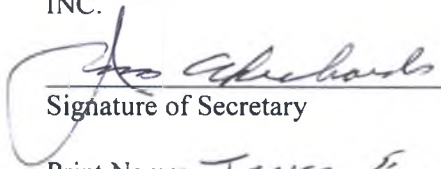
NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES is hereby adopted:

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

Adopted this 7th day of November, 2011, by the Board of Directors
of Chimneystone Planned Community Development HOA

CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS ASSOCIATION,
INC.



Signature of Secretary

Print Name: JAMES E. RICHARDS

**CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS
ASSOCIATION, INC.
POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION**

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

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

RECORDS RETENTION:

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

RECORDS INSPECTION & PRODUCTION:

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

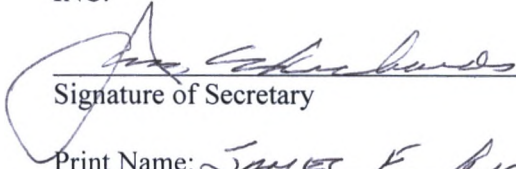
records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), or information relating to an employee of the Association, including personnel files.

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

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

Adopted this 7th day of November, 2011, by the Board of Directors of Chimneystone Planned Community Development HOA

CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS ASSOCIATION,
INC.



Signature of Secretary

Print Name: JAMES E. RICHARDS

Chimneystone Planned Community Development Homeowners Association, Inc.

RESOLUTION REGARDING REGULATION OF FLAG DISPLAY

WHEREAS, Section 202.011 of the Texas Property Code provides for the regulation of flag display by a property owners' association;

WHEREAS, the Board of Directors desires to amend its dedicatory instruments to comply with the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted by the Board of Directors.

I. DEFINITIONS

"Flag" shall be referred to as defined in Texas Property Code Section 202.011 (a).

II. POLICY

1. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10
2. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Government Code
3. A flagpole attached to a dwelling or a freestanding flagpole shall be constructed of permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
4. The display of a flag, or the location and construction of the supporting flagpole shall comply with applicable zoning ordinances, easements, and setbacks of record.
5. The display of a flag, or the location and construction of the supporting flagpole shall be closer to the front building line than the front lot line; and shall be no closer than five (5) feet of the side building line.
6. A displayed flag and the flagpole on which it is flown shall be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.
7. Only one flagpole shall be constructed and maintained per lot that is not more than 20 feet in height.
8. The size of the flag shall be no larger than three feet by five feet (3'X5').
9. The size, location and intensity of any lights used to illuminate a displayed flag shall not be disruptive to neighbors as determined by the Association.
10. No owner shall display a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.

Duly adopted at a meeting held by the Board of Directors of Chimneystone Planned
Community Development Homeowners Association, Inc., this 27th day of NOVEMBER
_____, 2011

Effective Date: November 7, 2011

Signed:



Signature

Scott White (Print Name)

President, Board of Directors

Chimneystone Planned Community Development Homeowners Association, Inc.

REGULATION OF DISPLAY OF CERTAIN RELIGIOUS ITEMS

WHEREAS, Section 202.018 of the Texas Property Code provides for the regulation of display of certain religious items by a property owners' association;

WHEREAS, the Board of Directors desires to amend its dedicatory instruments with the intent of regulating the display of certain religious items;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted by the Board of Directors.

I. DEFINITIONS

"Religious items" shall be defined as any items which may be construed to reflect an owner's sincere religious beliefs.

II. POLICY

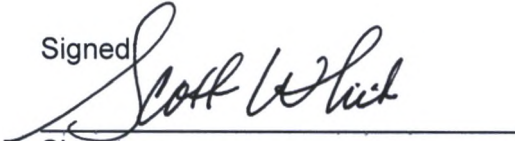
1. An owner or resident may display a religious item by affixing it to the entry of the owner's or resident's dwelling which is motivated by the owner's or resident's sincere religious belief.
2. The owner or resident shall not display or affix a religious item on the entry to the owner's or resident's dwelling that:
 - a. threatens the public health or safety;
 - b. violates a law;
 - c. contains language, graphics, or any display that is patently offensive to a passerby;
 - d. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling;
or
 - e. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than twenty (25) square inches.
3. The policy does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame without written approval from the Association.
4. The Association may remove an item displayed in violation of a restrictive covenant permitted by this policy.
5. The Association shall determine if the religious item is in violation of either sections "2a" through "2d" above or section "4" above.

This administrative resolution supersedes all previously adopted policies regarding the display of religious items by Chimneystone Planned Community Development Homeowners' Association, Inc.

Duly adopted at a meeting held by the Board of Directors of Chimneystone Planned
Community Development Homeowners Association, Inc. this 7th day of November
_____, 2011

Effective Date: November 7, 2011

Signed



Signature

Scott White

Print Name

President, Board of Directors

**Chimneystone Planned Community Development
Homeowners Association, Inc.**

**REGULATION OF COMPOSTING DEVICES, RAIN BARRELS,
RAINWATER HARVESTING DEVICES, AND IRRIGATION SYSTEMS**

WHEREAS, Section 202.007 of the Texas Property Code provides for the regulation of composting devices, rain barrels, rainwater harvesting devices, and irrigation systems by a property owners' association;

WHEREAS, the Board of Directors desires to amend its dedicatory instruments with the intent of regulating composting devices, rain barrels, rainwater harvesting devices, and irrigation systems;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted by the Board of Directors.

i. POLICY

1. General Provisions

- a. Subject to written approval from the Association, an owner or resident may:
 - i. implement measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;
 - ii. install rain barrels or a rain water harvesting system; or
 - iii. implement efficient irrigation systems, including underground drip or other drip systems.
- b. If an owner or resident is planting new turf, the Association must approve such turf in writing in order to encourage or require water-conserving turf.

2. Composting Devices

- a. The Association shall regulate the size, type, shielding, and materials, for or the location of a composting device so long as it does not prohibit the economic installation of the device on the owner's lot where there is reasonably sufficient area to install the device.
- b. This policy does not require the Association to permit a device as described in this policy to be installed in or on property:
 - i. owned by the Association;
 - ii. owned in common by the members of the Association; or
 - iii. in an area other than the fenced yard or patio of a property owner.

3. Irrigation Systems

The Association shall regulate:

- i. the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
- ii. the installation or use of gravel, rocks, or cacti.

4. Rain Barrels and Rainwater Harvesting

- a. This policy does not require the Association to permit a rain barrel or rainwater harvesting system to be installed in or on property if:
 - i. the property is:
 - 1. owned by the Association;
 - 2. owned in common by the members of the Association
 - 3. located between the front of the property owner's home and an adjoining or adjacent street; or
 - ii. the barrel or system:
 - 1. is of a color other than a color consistent with the color

- scheme of the property owner's home; or
- 2. displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured;
- b. The Association shall regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or an any other location that is visible from a street, another lot, or a common area so long as:
 - i. it does not prohibit the economic installation of the device or appurtenance on the property owner's property; and
 - ii. there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

This administrative resolution supersedes all previously adopted policies regarding composting devices, rain barrels, rainwater harvesting devices and irrigation systems by Chimneystone Planned Community Development Homeowners Association, Inc.

Duly adopted at a meeting held by the Board of Directors of Chimneystone Planned Community Development Homeowners Association, Inc. this 7th day of NOVEMBER, 2011

Effective Date: November 7, 2011

Signed:



Signature

Scott White

Print Name

President, Board of Directors

**Chimneystone Planned Community Development
Homeowners Association, Inc.**

REGULATION OF CERTAIN ROOFING MATERIALS

WHEREAS, Section 202.011 of the Texas Property Code provides for the regulation of certain roofing materials by a property owners' association;

WHEREAS, the Board of Directors desires to amend its dedicatory instruments with the intent of regulating composting devices, rain barrels, rainwater harvesting devices, and irrigation systems;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted by the Board of Directors.

I. POLICY

Subject to written approval from the Association, an owner may install shingles on the roof of the owner's property that:


1. are designed primarily to:
 - a. be wind and hail resistant;
 - b. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - c. provide solar generation capabilities; and
2. when installed:
 - a. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - b. are more durable than and are of equal or superior quality to the shingles described by paragraph i.
 - c. match the aesthetics of the property surrounding the owner's property.

This administrative resolution supersedes all previously adopted policies regarding the certain roofing materials by Chimneystone Planned Community Development Homeowners Association, Inc.

Duly adopted at a meeting held by the Board of Directors of Chimneystone Planned Community Development Association, Inc. this 7th day of NOVEMBER, 2011

Effective Date: November 7, 2011

Signed:



Signature

Scott White

Print Name

President, Board of Directors

Chimneystone Planned Community Development Homeowners Association, Inc.

REGULATION OF SOLAR ENERGY DEVICES

WHEREAS, Section 202.010 of the Texas Property Code provides for the regulation of solar energy devices by a property owners' association;

WHEREAS, the Board of Directors desires to amend its dedicatory instruments with the intent of regulating solar energy devices;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted by the Board of Directors.

I. DEFINITIONS

"Solar energy device" has the meaning assigned by Section 171.107 of the Tax Code.

II. POLICY

1. A solar energy device shall not be permitted that:
 - a. as adjudicated by a court either threatens the public health or safety; or violates a law;
 - b. is located on property owned or maintained by the Association;
 - c. is located on property owned in common by the members of the Association;
 - d. is located in an area on the property owner's property other than:
 - i. on the roof of the home or of another structure allowed by the Association; or
 - ii. in a fenced yard or patio owned and maintained by the property owner;
 - e. if mounted on the roof of the home:
 - i. extends higher than or beyond the roofline;
 - ii. is located in an area other an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
 - iii. does not conform to the slope of the roof and has top edge that is no parallel to the roofline; or
 - iv. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
 - f. if located in a fenced yard or patio, is taller than the fence line;
 - g. as installed, voids material warranties; or
 - h. was installed without prior approval by the Modification's Committee
2. The Association shall not withhold approval of a solar energy device if it meets the provisions of this policy unless it determines in writing that placement of the device as proposed by the owner constitutes a condition

that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making this determination, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

This administrative resolution supersedes all previously adopted policies regarding solar energy devices by Chimneystone Planned Community Development Homeowners Association, Inc.

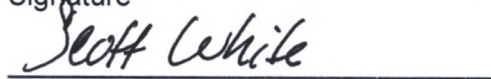
Duly adopted at a meeting held by the Board of Directors of the Chimneystone Planned Community Development Homeowners Association, Inc. this 7th day of November, 2011

Effective Date: November 7, 2011

Signed:



Signature




Print Name

President, Board of Directors

FILED AND RECORDED

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS

CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT
HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION REGARDING
EXTERIOR PAINTING

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF FORT BEND

CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") manages and administers the subdivisions (collectively, "Subdivision") described and set forth in, and known as: (i) Chimneystone Planned Community Development Section One, pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions (for Chimneystone Planned Community Development, Section One)" recorded in Volume 886, Page 507 of the Deed Records of Fort Bend County, Texas; (ii) Chimneystone Planned Community Development Section Two (2), pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Chimneystone Planned Community Development, Section Two (2)" recorded in Volume 989, Page 477 of the Deed Records of Fort Bend County, Texas; and (iii) Chimneystone Planned Community Development Section Three (3), pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Chimneystone Planned Community Development, Section Three (3)" recorded in Volume 1064, Page 736 of the Deed Records of Fort Bend County, Texas (the foregoing described dedicatory instruments, and all amendments thereto, being collectively being referred to as the "Dedicatory Instruments").

The undersigned duly authorized Officer of the Association does hereby certify, that at a regular meeting of the Board of Directors ("Board") of the Association held on April 11, 2016, with at least a majority of the Board of Directors being present, that the following "Policy Resolution Regarding Exterior Painting" was adopted and approved by the Board:

WHEREAS, pursuant to the Dedicatory Instruments and applicable law, the Association, acting by and through the Board, is responsible, among other responsibilities, for the administration of the Subdivision, including the architectural control review and approval of all exterior changes or alterations to the respective residences; and

WHEREAS, with respect to architectural control, the Dedicatory Instruments provide, inter-alia, as follows:

"...No building shall be erected, placed, **or altered** on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing **as to harmony of exterior design and color with existing structures**, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of the CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., or its duly authorized representative" (emphasis added);

and

WHEREAS, pursuant to the Dedicatory Instruments, the re-painting of the exterior of a building/residence within the Subdivision constitutes an alteration which is subject to the prior review and approval of the Architectural Control Committee ("ACC" herein); and

WHEREAS, the Board, which acts as the ACC, has deemed it necessary and desirable to adopt a policy resolution regarding ACC approval as to the painting of the exteriors of the building/residence and the exterior colors utilized in such painting.

NOW THEREFORE, BE IT RESOLVED, that the Board, which acts as the ACC, having considered all relevant factors, hereby adopts the following policy resolution regarding ACC approval as to the painting of the exteriors of the building/residence and the exterior colors utilized in such painting.

FURTHER RESOLVED, that formal notice is hereby given to all existing present Owners of Lots in the Subdivision and all prospective and/or future Owners of Lots in the Subdivision of the following policy resolution of the Association, establishing the Association's policy resolution regarding ACC approval as to the painting of the exteriors of the building/residence and the exterior colors utilized in such painting:

POLICY RESOLUTIONS
REGARDING EXTERIOR PAINTING

1. The painting or repainting of the exterior of a residence constitutes an alteration of such residence. Except as provided in paragraph 3 hereof, prior written approval by the ACC of the paint color to be used in any painting or repainting shall be and is required.
2. Any exterior paint color heretofore approved by the ACC which exists as of the Effective Date hereof shall be and is grandfathered and may remain on the exterior of a residence until such time that the residence is re-painted. However, at such time that the residence is to be re-painted, the Owner may not be permitted to re-paint utilizing the previous color without the prior approval of the ACC as such previous color may or may not be an approved color at the time of such repainting. As such, except as provided in paragraph 3 hereof, prior written approval by the ACC of the paint color to be used, even if identical to the previous color, in any painting or repainting shall be and is required.
3. As of the date hereof, the ACC has adopted a "palette" of acceptable standardized exterior paint colors for use in the Subdivision, attached as Exhibit "A". The ACC may from time to time amend or modify such palette of acceptable standardized paint colors for use in the Subdivision. Owners may rely upon such standardized paint colors as being permissible colors to be used at the time of the painting or re-painting of such Owner's residence.

This Policy Resolution shall be effective Executed as of the date of the Acknowledgment shown below, effective for all purposes the date of the adoption of the Policy as set forth hereinabove.

EXECUTED as of the date shown below.

"ASSOCIATION"
CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT HOMEOWNERS
ASSOCIATION, a Texas non-profit
corporation

By: Billie Gay Keys
Name: Billie Gay KEYS
Title: Secretary

Date: 4-13-2016

STATE OF TEXAS :
:
COUNTY OF HARRIS :

BEFORE ME, the undersigned Notary Public, on this day personally appeared Billie Gay Keys, Secretary of CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of such corporation.

SIGNED on this 13 day of April, 2016.

[Signature]
Notary Public - State of Texas



ret

Record and Return to:
Frank, Elmore, Lievens, Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway Suite 250
Houston, Texas 77024

Paint no	Paint Color Name	Paint Scheme	Base	Trim	Shutters
SW7648	Big Chill	gray	Y	Y	Y
SW7036	Accessible Beige	beige	Y	Y	Y
SW7037	Balanced Beige	beige	Y	Y	Y
SW7530	Barcelona Beige	beige	Y	Y	Y
SW7518	Beach House	beige	Y	Y	Y
SW7511	BuNgalow Beige	beige	Y	Y	Y
SW7531	Canvas Tan	beige	Y	Y	Y
SW7571	Casa Blanca	beige	Y	Y	Y
SW7517	China Doll	beige	Y	Y	Y
SW7575	Chop Sticks	beige	Y	Y	Y
SW7556	Crème	beige	Y	Y	Y
SW6105	Divine White	beige	Y	Y	Y
SW7573	Eaglet Beige	beige	Y	Y	Y
SW6157	Favorite Tan	beige	Y	Y	Y
SW7553	Fragile Beauty	beige	Y	Y	Y
SW7551	Greek Villa	beige	Y	Y	Y
SW6106	Kilim Beige	beige	Y	Y	Y
SW6108	Latte	beige	Y	Y	Y
SW7572	Lotus Pod	beige	Y	Y	Y
SW7526	Maison Blanche	beige	Y	Y	Y
SW6154	Nacre	beige	Y	Y	Y
SW7527	Nantucket Dune	beige	Y	Y	Y
SW7567	Natural Tan	beige	Y	Y	Y
SW7568	Neutral Ground	beige	Y	Y	Y
SW6107	Nomadic Desert	beige	Y	Y	Y
SW7565	Oyster Bar	beige	Y	Y	Y
SW7676	Paper Lantern	beige	Y	Y	Y
SW7555	Patience	beige	Y	Y	Y
SW7512	Pavillion Beige	beige	Y	Y	Y
SW6156	Ramie	beige	Y	Y	Y
SW6155	Rice Grain	beige	Y	Y	Y
SW7689	Row House Tan	beige	Y	Y	Y
SW7529	Sand Beach	beige	Y	Y	Y
SW7554	Steamed Milk	beige	Y	Y	Y
SW7569	Stucco	beige	Y	Y	Y
SW7688	Sundew	beige	Y	Y	Y
SW7532	Urban Putty	beige	Y	Y	Y
SW7528	Windsor Greige	beige	Y	Y	Y
SW6518	Ski Slope	blue	Y	Y	Y
SW7540	Artisan Tan	brown	Y	Y	Y
SW7543	Avenue Tan	brown	Y	Y	Y
SW7025	Backdrop	brown	NO	Y	Y
SW7536	Bittersweet Stem	brown	Y	Y	Y
SW7523	Bunrished Brandy	brown	Y	Y	Y
SW6111	Coconut Husk	brown	NO	Y	Y
SW7539	Cork Wedge	brown	Y	Y	Y

EXHIBIT



SW7694	Domedary Camel	brown	Y	Y	Y
SW7521	Dormer Brown	brown	Y	Y	Y
SW7502	Dry Dock	brown	Y	Y	Y
SW7544	Fenland	brown	Y	Y	Y
SW7514	Foothills	brown	Y	Y	Y
SW7541	Grecian Ivory	brown	Y	Y	Y
SW6159	High Tea	brown	NO	Y	Y
SW7515	Homestead Brown	brown	Y	Y	Y
SW6109	Hopsack	brown	NO	Y	Y
SW7533	Kaki Shade	brown	Y	Y	Y
SW7680	Lanyard	brown	Y	Y	Y
SW7506	Loggia	brown	Y	Y	Y
SW7522	Meadowlark	brown	Y	Y	Y
SW7519	Mexican Sand	brown	Y	Y	Y
SW7695	Mesa Brown	brown	Y	Y	Y
SW7542	Naturel	brown	Y	Y	Y
SW7534	Outerbanks	brown	Y	Y	Y
SW7545	Pier	brown	Y	Y	Y
SW7520	Plantation Brown	brown	Y	Y	Y
SW7548	Portico	brown	Y	Y	Y
SW7546	Praire Grass	brown	Y	Y	Y
SW7550	Resort Tan	brown	Y	Y	Y
SW7547	Sandbar	brown	Y	Y	Y
SW7513	Sanderling	brown	Y	Y	Y
SW7535	Sandy Ridge	brown	Y	Y	Y
SW6158	Sawdust	brown	NO	Y	Y
SW7040	Smokehouse	brown	NO	Y	Y
SW6110	Steady Brown	brown	NO	Y	Y
SW7503	Sticks & Stones	brown	Y	Y	Y
SW7507	Stone Lion	brown	Y	Y	Y
SW7549	Studio Taupe	brown	Y	Y	Y
SW7538	Tamarind	brown	Y	Y	Y
SW7508	Tavern Taupe	brown	Y	Y	Y
SW7501	Threshold Taupe	brown	Y	Y	Y
SW7509	Tiki Hut	brown	Y	Y	Y
SW7690	Townhall Tan	brown	Y	Y	Y
SW7525	Tree Branch	brown	Y	Y	Y
SW7027	Well-Bred Brown	brown	NO	Y	Y
SW7022	Alpaca	gray	Y	Y	Y
SW7641	Collonade Gray	gray	Y	Y	Y
SW7647	Crushed Ice	gray	Y	Y	Y
SW7017	Dorian Gray	gray	Y	Y	Y
SW7660	Earl Grey	gray	Y	Y	Y
SW7650	Ellie Gray	gray	Y	Y	Y
SW7662	Evening Shadow	gray	Y	Y	Y
SW7640	Fawn Brindle	gray	Y	Y	Y
SW7646	Frist Star	gray	Y	Y	Y

SW7666	Fleur de Sel	gray	Y	Y	Y
SW7551	Front Porch	gray	Y	Y	Y
SW7644	Gateway Gray	gray	Y	Y	Y
SW7019	Gauntlet Gray	gray	NO	Y	Y
SW6250	Granite Peak	gray	NO	Y	Y
SW7658	Gray Clouds	gray	Y	Y	Y
SW7670	Gray Shingle	gray	Y	Y	Y
SW7659	Gris	gray	Y	Y	Y
SW6248	Jubilee	gray	Y	Y	Y
SW7504	Keystone Gray	gray	Y	Y	Y
SW7672	Knitting Needles	gray	Y	Y	Y
SW6247	Krypton	gray	Y	Y	Y
SW7654	Lattice	gray	Y	Y	Y
SW7668	March Wind	gray	Y	Y	Y
SW7663	Monorail Silver	gray	Y	Y	Y
SW6246	North Star	gray	Y	Y	Y
SW7671	On The Rocks	gray	Y	Y	Y
SW7072	Online	gray	Y	Y	Y
SW6251	Outerspace	gray	NO	Y	Y
SW7642	Pavestone	gray	Y	Y	Y
SW7673	Pewter Cast	gray	Y	Y	Y
SW7643	Pussywillow	gray	Y	Y	Y
SW7661	Reflection	gray	Y	Y	Y
SW7015	Repose Gray	gray	Y	Y	Y
SW7649	Silverplate	gray	Y	Y	Y
SW7653	Silverpointe	gray	Y	Y	Y
SW7074	Software	gray	NO	Y	Y
SW7655	Stamped Concrete	gray	Y	Y	Y
SW7664	Steeley Gray	gray	Y	Y	Y
SW6249	Storm Cloud	gray	NO	Y	Y
SW7669	Summit Gray	gray	Y	Y	Y
SW7645	Thunder Gray	gray	Y	Y	Y
SW7657	Tinsmith	gray	Y	Y	Y
SW7665	Wall Street	gray	Y	Y	Y
SW7075	Web Gray	gray	NO	Y	Y
SW7667	Zircon	gray	Y	Y	Y
SW6162	Ancient Marble	green	Y	Y	Y
SW6194	Basil	green	NO	Y	Y
SW6192	Coastal Plain	green	NO	Y	Y
SW6475	Country Squire	green	NO	Y	Y
SW6440	Courtyard	green	NO	Y	Y
SW6469	Dewy	green	Y	Y	Y
SW6190	Filmy Green	green	Y	Y	Y
SW6468	Hunt Club	green	NO	Y	Y
SW6189	Opaline	green	Y	Y	Y
SW6193	Privilege Green	green	NO	Y	Y
SW6195	Rock Garden	green	NO	Y	Y

SW6434	Spinach White	green	Y	Y	Y
SW6164	Svelte Sage	green	NO	Y	Y
SW6165	Connected Gray	green	NO	Y	Y
SW6191	Contented	green	Y	Y	Y
SW6166	Eclipse	green	NO	Y	Y
SW7631	City Loft	white	Y	Y	Y
SW7559	Décor White	white	Y	Y	Y
SW7570	Egret White	white	Y	Y	Y
SW7632	Modern Gray	white	Y	Y	Y
SW7636	Origami White	white	Y	Y	Y
SW7634	Pediment	white	Y	Y	Y
SW7564	Polar Bear	white	Y	Y	Y
SW7563	Restful White	white	Y	Y	Y
SW7562	Roman Column	white	Y	Y	Y
SW7557	Summer White	white	Y	Y	Y
SW7566	Westingland White	white	Y	Y	Y

Ret

FRANK, ELMORE, LIEVENS, CHESNEY
& TURET, L.L.P.

ATTORNEYS AT LAW
9225 KATY FREEWAY, SUITE 250
HOUSTON, TEXAS 77024-1564

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

May 04, 2016 01:15:58 PM

FEE: \$35.00 JE
RES

2016046233





AN

RESOLUTION REGARDING ADOPTION OF CHIMNEYSTONE PERIMETER BRICK WALL MAINTENANCE POLICY BY THE CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, INC. A TEXAS NON-PROFIT CORPORATION

WHEREAS, the By-Laws governing the Chimneystone Planned Community Development Homeowners Association, Inc. ("the Association"), as well as the pertinent provisions of the Texas Property Code and the Texas Non-Profit Corporation Act (Business Organizations Code), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas State Legislature has enacted certain statutes applicable to community associations throughout the State of Texas, including requirements that certain policies and procedure be adopted by such each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code; and,

WHEREAS, The Board of Directors has adopted those policies as required and desires to adopt a Maintenance Policy for the perimeter brick wall constructed with association funds by the Association, as specified below and which shall be attached hereto and recorded in the office of the County Clerk of Fort Bend County in accordance with the pertinent legislation, which shall in all respects encumber all properties governed by the Association.

NOW, THEREFORE BE IT RESOLVED that the following policy is hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code and at a duly called meeting of the Board of Directors of this Association.

Adopted on this the 14th day of October, 2019.

Chimneystone Planned Community Development Homeowners Association, Inc.

James Moore
James Moore, President
Board of Directors

STATE OF TEXAS)

COUNTY OF FORT BEND)

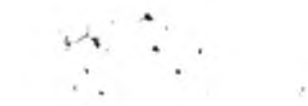
Before me, the undersigned authority, on this day personally appeared JAMES MOORE, PRESIENT of Chimneystone Planned Community Development Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said entity for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 14 day of October, 2019.



Notary Public, State of Texas Kelly Futral

Kelly Futral
Printed Name



Upon Recordation please return to:
Chimneystone HOA
c/o Creative Management Company
Att: Christi Keller
8323 Southwest Freeway, Suite 330
Houston, TX 77074

CHIMNEYSTONE PERIMETER BRICK WALL MAINTENANCE POLICY

PURPOSE

Chimneystone Planned Community Development Homeowners Association (Chimneystone HOA) has paid for and constructed and will in the future complete the construction of a perimeter brick wall along the backyard property lines of certain addresses and along some association owned properties located throughout the community. The purpose of this policy is to set forth the maintenance requirements of this brick wall and to set out specific requirements of the owners and tenants of any residential properties that abut said brick wall constructed by this association. These requirements relate to any future damage that may occur to the brick wall from use or misuse of said brick wall caused by said owners or tenants, whether intentional or unintentional.

CHIMNEYSTONE HOA BRICK WALL HOA MAINTENANCE

The HOA reserves the right, with advanced written notice, to schedule access to the yards of those properties where the Association brick wall has been constructed, to do a visual inspection of said brick wall as needed. Said periodic inspection is necessary to ensure the integrity of the brick wall is in good condition and does not require any maintenance or repair that may not be visible from an inspection from the public or street side of the wall.

There shall be no landscaping beds, such as dirt, mulch, landscape borders, bushes, vines, wires or other supports, etc. placed or planted along the rear of any residential property with the brick wall nearer to the brick wall than six inches (6") at any time. No vegetation shall be permitted to grow on or under the wall at any time. The owner of each property is responsible for compliance with this rule and should the HOA have to have anything to be removed from the brick wall, it will be at the owner's expense.

There shall be no tree trunks or tree limbs or tree roots allowed to grow nearer to the brick wall than eighteen inches (18") at any time and the owner of each property that has the brick wall is responsible for compliance. If any property is a lease property, it is imperative the property owner communicate to his/her tenant these requirements and restrictions. It is important that tree roots not be allowed to grow under the brick wall. Should the HOA have to have any tree material removed from this eighteen inch (18") area it will be at the property owner's expense.

Other preventative maintenance requirements include:

- No structures may be placed nearer than eighteen inches (18") to the brick wall.
- No structures, either permanent or temporary, even canopies, etc., may be attached to the brick wall.
- Do not allow sprinkler systems or water hoses with sprinklers to saturate the brick wall.
- Nothing should be added along the bottom of the brick wall to prevent water from flowing under the wall.

ENFORCEMENT

If it is determined by the Chimneystone HOA that damage has been caused to the brick wall by any action or non-compliance to this policy from the owner or his/her tenant of any property, the Chimneystone HOA shall cause appropriate repairs to be made to the wall to restore it to pre-damage condition and all costs of repairs as

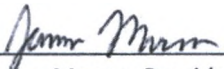
well as an administrative fee, to be determined based on the extent of the damage, will be assessed to the owner of said property where the damage to the wall occurred.

If an owner suspects any problems with the brick wall on his/her property, they should report it to the Chimneystone HOA immediately so the matter can be investigated.

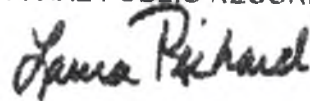
The Board of Directors of the Chimneystone Planned Community Development Homeowners Association reserves the right to review and update this policy from time to time as they deem appropriate.

Approved this the 14th day of October 2019.

Chimneystone Planned Community Development Homeowners Association Inc.
Board of Directors


James Moore, President

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Laura Richard, County Clerk
Fort Bend County Texas

November 06 2019 02:01:34 PM

FEE \$25.00 DP2

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**CERTIFICATE OF CORPORATE RESOLUTION OF
BOARD OF DIRECTORS**

**CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT
HOMEOWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION
REGARDING**

**CERTIFICATE OF COMPLIANCE PROCEDURES – RESALE
(HOMEOWNER TO HOMEOWNER)**

STATE OF TEXAS

:

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF FORT BEND

:

CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") manages and administers the subdivisions (collectively, "Subdivision") described and set forth in, and known as: (i) Chimneystone Planned Community Development Section One, pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions (for Chimneystone Planned Community Development, Section One)" recorded in Volume 886, Page 507 of the Deed Records of Fort Bend County, Texas; (ii) Chimneystone Planned Community Development Section Two (2), pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Chimneystone Planned Community Development, Section Two (2)" recorded in Volume 989, Page 477 of the Deed Records of Fort Bend County, Texas; and (iii) Chimneystone Planned Community Development Section Three (3), pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Chimneystone Planned Community Development, Section Three (3)" recorded in Volume 1064, Page 736 of the Deed Records of Fort Bend County, Texas (the foregoing described dedicatory instruments, and all amendments thereto, being collectively being referred to as the "Dedicatory Instruments").

The undersigned duly authorized Officer of the Association does hereby certify, that at a regular meeting of the Board of Directors ("Board") of the Association held on October 14, 2019, with at least a majority of the Board of Directors being present, that the following "Policy Resolution Regarding CERTIFICATE OF COMPLIANCE PROCEDURES – RESALE (Homeowner to Homeowner)" was adopted and approved by the Board:

WHEREAS, pursuant to the Dedicatory Instruments and applicable law, including Section 209.010 of the Texas Property Code, the Association, acting by and through the Board, is responsible, among other responsibilities, for the administration of the Subdivision, and has the right to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision; to impose and receive payments, fees, or charges for the use, rental, or operation of the common areas and/or for services provided to the Owners; and

WHEREAS, the Dedicatory Instruments establish an Architectural Control Committee ("ACC" herein), which, among other duties, is responsible to approve any exterior modification to Lot(s) within the Subdivision; and the Board serves as the ACC; and

WHEREAS, the Board, for the benefit of the Association, the ACC, and the Owners of Lots, has deemed it necessary and desirable to adopt a policy resolution establishing "Certificate

of Compliance Procedures – Resale (Homeowner to Homeowner)” (the “Policy”), which shall run with the land and be binding on all Owners and occupants of the Lots.

NOW THEREFORE, BE IT RESOLVED, that the following Policy is hereby adopted by the Board:

The Certificate of Compliance Inspection is a process whereby the Association inspects all homes within the Subdivision that are on the market to be sold. The inspection focuses on issues of compliance within the Dedicatory Instruments and ACC modification approvals. The purpose of this inspection is to inform both the property seller (the “Owner”) and prospective purchaser (the “Purchaser”) of any outstanding violations that currently exist on that property and to inform the Purchaser that deed restrictions are strictly enforced. It is the responsibility of the Owner to provide a copy of the inspection report to the Purchaser.

- 1) Each and every Owner has the responsibility to notify the Association when such Owner’s house is on the market. Association will also accept requests for inspections from the real estate agents or title company(ies) provided the Owner has given written authorization for them to do so. A Certificate of Compliance inspection must be requested in writing by use of the Certificate of Compliance Inspection/Re-Inspection request form. The Association offices must receive this request and payment (see fee schedule) prior to the scheduled sale of conveyance of the property, with earlier requests encouraged.
- 2) Upon receipt of the request form and payment for inspection, Association will go out to the house and perform a visual inspection. This inspection will be limited to the exterior portions of the house and modifications on the property. The Association or its agents shall have the right of entry onto the property to inspect all modifications. Areas of focus will relate to the condition of the house's exterior (i.e brick, stucco, siding, roofing and roof top vents, stacks, etc., gutters, windows, trim, shutters and doors including maintenance of the exterior and exterior paint colors that comply with the published approved Paint Chart). Landscaping review will focus on whether the lawn, landscape beds, shrubs and trees are properly maintained. The inspection is for both the front, back and side yards so that all sides of the property and the residential structure can be viewed. No interior inspections will be conducted for the purpose of this Certificate requirement. Finally, all modifications will be noted to make sure proper approval(s) were obtained by the ACC and that the modifications were built as they were approved.
- 3) As a result of the inspection, one of three reports will be issued:
 - (a) Certificate of Compliance – signifies that, as of the date that the report was issued, the house appears to be in compliance with all of the Dedicatory Instruments of the Association.
 - (b) Certificate of Compliance With Conditions – signifies that, as of the date that the report was issued, the house appears to be in compliance with all of the Dedicatory Instruments of the Association with the exception of the items specifically noted on the report. It will detail the violations and list what needs to be done to bring the home in full compliance.
 - (c) Certificate of Non-Compliance – signifies that, as of the date that the report was issued, the home is not in compliance with all of the Dedicatory Instruments of the Association. This generally means that there are one or more significant violations of the Dedicatory

Instruments. This report will also detail the problems and explain what needs to be done to bring the home into full compliance.

- 4) The inspection report will be issued within five (5) business days after the Association has received an official written request and required payment. The report will be sent to the current Owner unless otherwise designated by the Owner, with a copy going to the owner's real estate agent and the designated title closing company upon the Owner's written authorization. It is the Owner's responsibility to make sure that all of the information in the report is fully disclosed to the Purchaser.
- 5) If the report issued is either a Certificate of Compliance with Conditions or a Certificate of Non-Compliance, after the violations have been cured, either of the parties may request a "clean" Certificate of Compliance report. This will require a re-inspection, with an additional fee (see fee schedule). The inspection confirms all violations have been cured and if a Certificate of Compliance report can be issued. An additional fee will be to be paid for each subsequent re-inspection requested (see fee schedule).
- 6) If all of the violations have not been fully cured before closing, it will be up to both the Owner and Purchaser to work out arrangements as to who will be responsible for bring the home into full compliance. If the Purchaser accepts possession of a home that is not in full compliance, then the Purchaser shall be fully responsible for curing all of the outstanding violations.
- 7) If the property is sold without the Owner requesting a *Certificate of Compliance* inspection, the Purchaser shall be fully responsible for the violations and subject to any and all remedies available to the Association for violations, including, but not limited to one or more of the following: (i) the power to impose fines – *with proper notification*, (ii) the filing of a Notice of Non-Compliance in the real property records of Fort Bend County, Texas; (iii) remediation of the violations on the Association's own initiative with the costs of such remediation being assessed to the owner of the property; and/or (iv) seeking appropriate judicial relief as may be allowed by applicable law, including seeking mandatory injunctive relief. The owner of the property shall be assessed, and be liable for all attorney fees and costs incurred in connection with any and all enforcement remedies whether or not a lawsuit is filed.
- 8) If the Association fails to issue an inspection report within the five (5) business day period, the Owner shall notify the Association in writing of its failure to issue a report on a timely basis and the Association shall then issue the inspection report within two (2) business days from the Association's receipt of the notice.
- 9) If the Association fails to issue either an inspection report after the receipt of both an initial request, and a notice of its failure to respond to the initial request and payment of all applicable fees, an inspection will not be required and the Owner shall be entitled to a refund of the inspection fee (if paid).
- 10) The Association can expedite the process with an additional Rush Payment (see fee schedule). The Association reserves the right to refuse to expedite any rush request if the time frame requested in unreasonable or unattainable.
- 11) The inspection report will reflect the condition of the Property as of the date of the inspection report. The Association will not require another inspection report within six months of the last request unless the ownership has changed. If a

new inspection report is not requested and violations occur subsequent to same, the Owner and Purchaser understand the inspection report may not be accurate.

If the Owner or Purchaser would like another inspection report issued within six (6) months of the last report issued, the Association will charge another fee since a new inspection will be required.

- 12) Requests for inspections for the issuance of a Certificate of Compliance must be made on approved request form and submitted to the Association office in care of its managing agent (presently, Creative Management Company, at 8323 Southwest Freeway, Suite 330, Houston, Texas 77074 (713-772-4420) or via email at general@cmctx.com **Payment is required with the request form for the inspection request to be considered complete. Only checks are accepted and payable to Creative Management Company.** No inspections shall be conducted without payment and the turn-around time is based on when the payment was received.
- 13) The fee schedule in effect as of the date of this Policy is as follows:
- (a) Inspection and Certificate fee: \$125.00 (within five business days)
 - (b) Re-inspection fee: \$50.00 (within 30 days of first Inspection and Certificate provided within five business days of written request)
 - (c) RUSH Inspection/Certificate \$225.00 (provided within one business day)

The fee schedule is subject to change from time to time. To obtain the most current fee schedule, please contact the Association in care of its managing agent.

- 14) The following conveyances shall be exempt from the inspection requirements of this Policy: involuntary conveyances and conveyances by operation of law (which shall include conveyances by virtue of mortgage lien foreclosures, transfers of interests by virtue of death, probate, heirship, and/or estate administration); and conveyances/transfers of interests between existing Owners of the same property. Provided however, that notwithstanding any such exemption, the purchaser acquiring such property shall nevertheless be fully responsible for curing any and all outstanding violations applicable to such property.

This Policy shall be effective upon the filing of this Policy in the real property records of Fort Bend County, Texas as a dedicatory instrument.

EXECUTED as of the date shown below.

"ASSOCIATION"
CHIMNEYSTONE PLANNED COMMUNITY
DEVELOPMENT ASSOCIATION, INC.,
A Texas non-profit corporation

By: James Moore
Name: James Moore
Title: President

Date: 10/14/19

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared James Moore, President of **CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.

SIGNED on this 14 day of October, 2020.



Kelly Futral
Notary Public - State of Texas

Record and Return to:
Frank, Elmore, Lievens, Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway Suite 250
Houston, Texas 77024

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

November 06, 2019 09:01:14 AM





Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 4 Fee: \$ 28.00

**CORPORATE CERTIFICATE
OF
CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT
HOMEOWNERS ASSOCIATION, INC.**

Relating to the adoption of
RULES AND REGULATIONS REGARDING LEASING

CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") manages and administers the subdivisions (collectively, "Properties") described and set forth in, and known as: (i) Chimneystone Planned Community Development Section One, pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions (for Chimneystone Planned Community Development, Section One)" recorded in Volume 886, Page 507 of the Deed Records of Fort Bend County, Texas; (ii) Chimneystone Planned Community Development Section Two (2), pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Chimneystone Planned Community Development, Section Two (2)" recorded in Volume 989, Page 477 of the Deed Records of Fort Bend County, Texas; and (iii) Chimneystone Planned Community Development Section Three (3), pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Chimneystone Planned Community Development, Section Three (3)" recorded in Volume 1064, Page 736 of the Deed Records of Fort Bend County, Texas (the foregoing described dedicatory Instruments, and all amendments thereto, being collectively being referred to as the "Declaration").

The undersigned Officer of the Association does hereby certify that that at a regular meeting of the Board of Directors ("Board") of the Association held on FEB 15, 2022 with at least a majority of the Board being present, the following resolutions were duly made and approved by the Board :

[Capitalized terms used herein have the same meaning as defined in the preamble above and/or as set forth in the Declaration]

WHEREAS, pursuant to the Declaration, and other dedicatory instruments governing the Properties and applicable law, the Association is responsible for administering the Properties and the restrictions governing the Properties; and

WHEREAS, (i) Section 204.010(a) of the Texas Property Code authorizes the Association, acting through its Board of Directors, in subsection 6, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision; in subsection 19, to exercise other powers conferred by the restrictions, its articles of incorporation, or its bylaws; in subsection 20, to exercise other powers that may be exercised in this state by a corporation of the same type as the property owners' association; and in subsection 21, to exercise other powers necessary and proper for the governance and operation of the property owners' association; Section 204.010(b) of the Texas Property Code provides that the powers enumerated by such section are in addition to any other powers granted to a property owners' association by this chapter or other law; and (ii) Section 209.016 of the Texas Property Code ("Regulation of Residential Leases"), provides, in subsection (d), that "nothing in this section shall be construed to prohibit the

adoption or enforcement of a provision in a dedicatory instrument establishing a restriction relating to occupancy or leasing..."; and

WHEREAS, pursuant to the authority provided by the Texas Property Code, the Board has deemed it necessary and desirable to adopt Rules and Regulations Regarding Leasing within the Properties.

NOW THEREFORE, the Board of the Association does hereby adopt the following Rules and Regulations titled "**RULES AND REGULATIONS REGARDING LEASING**." Formal notice is hereby given to all existing Owners of Lots and residents of dwellings in the Properties and to all future Owners of Lots and residents single family dwellings in the Properties that from and after the effective date set forth below, the following "**RULES AND REGULATIONS REGARDING LEASING**" shall be in full force and effect:

RULES AND REGULATIONS REGARDING LEASING

1. **REQUIRED LEASE PROVISIONS.** All leases covering a Dwelling **MUST**: (a) be in writing, (b) be expressly subject to the terms, provisions, and conditions set forth in the Declaration and other dedicatory instruments governing the Properties, and (c) provide that the failure of the lessee to comply with the terms, provisions, and conditions set forth in the Declaration and other dedicatory instruments shall be a default under the lease.

All leases must provide for an initial term of not less than one (1) year.

2. **PROHIBITION AS TO COMMERCIAL USE OR ANY USE CONSTITUTING A NUISANCE OR ANNOYANCE; PROHIBITION AS TO SHORT-TERM LEASE; AND PROHIBITION AS TO A LEASE OF LESS THAN THE ENTIRETY OF A DWELLING.**

(a) Prohibition as to commercial use or any use constituting a nuisance or annoyance. Article III, Section 1 of the Declaration provides that all Lots shall be used for residential purposes only, and that as used therein, "...Residential Purposes" shall be construed to prohibit ...apartment houses, ...duplexes...; no Lot shall be used for business or professional purposes of any kind, nor for any commercial ...purposes." Further, Article III, Section 6 of the Declaration provides that "...no noxious or offensive activity shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood..."

(b) Prohibition as to short term lease. "Short term lease" means a lease for less than one (1) year. A short-term lease shall include the use of the Dwelling for less than one (1) year for any purpose, including hotel, motel, transient, or "home sharing" use. Further, the advertisement of a Dwelling for a short-term lease shall be prohibited, including any advertisement of a Dwelling (in whole or part) utilizing any internet website or advertisement by any other method or medium for less than one (1) year, including any use or advertisement of the Dwelling for hotel, motel, transient, or "home sharing" use. The use of any Dwelling for hotel, motel, transient, or "home sharing" use shall be and is strictly prohibited. "Hotel, motel, home sharing, or transient use" shall be defined so as to include, without limitation, any use for which the payment of a state and/or municipal short-term rental occupancy tax, such as the Texas Hotel Tax, would be applicable.

(c) Prohibition as to a lease of less than the entirety of a dwelling. Any lease, rental, "home sharing", or other occupancy agreement covering less than the entire Dwelling shall be prohibited. No Dwelling may be used as a "boarding house" or "rooming house" or "home sharing" arrangement where less than the entirety of the Dwelling is subject to a lease, rental, or other occupancy arrangement.

3. **CONFLICT PROVISIONS.** These Rules and Regulations Regarding Leasing are in no way intended to limit or supersede any contrary provision of the dedicatory instruments governing the Properties (including, without limitation, the Declaration, Bylaws, rules and regulations, policies, or other dedicatory instruments governing the Properties); and in the event of a conflict, the provisions of the Declaration or other dedicatory instruments shall prevail.
4. **COMPLIANCE WITH MUNICIPAL REGULATIONS.** Any lease of a Dwelling shall fully comply with all applicable zoning regulations governing the rental of property as established by the City of Sugar Land.

The foregoing **RULES AND REGULATIONS REGARDING LEASING** shall be effective upon the recordation of this Certificate in the Real Properties Records of Fort Bend County Texas as "dedicatory instrument" in accordance with Section 202.006 of the Texas Properties Code. The foregoing Rules do not apply to any lease in effect as of the effective date of these Rules; provided that upon the extension or renewal of any such lease, these Rules shall be fully applicable to such lease as a condition to such renewal and extension and the renewal term.

**CHIMNEYSTONE PLANNED
COMMUNITY DEVELOPMENT HOMEOWNERS
ASSOCIATION, INC.,** a Texas non-profit corporation

By: Diane W Johnston
(signature)

Diane W Johnston
(name printed)

Its: President POA
(title/position)

Date: Feb 15, 2022

THE STATE OF TEXAS

COUNTY OF Ft. Bend

This instrument was acknowledged before me on the 15th day of February, 2022 by Diane W. Johnston, PRESIDENT of **CHIMNEYSTONE PLANNED COMMUNITY DEVELOPMENT HOMEOWNERS ASSOCIATION, INC.** a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral
Notary Public in and for the State of Texas