



**TUSCANY KELLER HOMEOWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF TARRANT**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **TUSCANY KELLER HOMEOWNERS ASSOCIATION, INC.** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this \_\_\_\_\_ day of February, 2022.

\_\_\_\_\_  
Notary Public of Texas

# **Exhibit A**

## **List of Documents to be Recorded**

A-1. **Document Inspection and Copying Policy:**

A-2. **Document Retention Policy:**

A-3. **Application of Payments Policy:**

A-4. **Alternate Payment Plan Policy:**

A-5. **Guidelines for Religious Displays:**

A-6. **Guidelines for Solar Energy Devices:**

A-7. **Guidelines for Roofing Materials:**

A-8. **Guidelines for Rainwater Collection Devices:**

A-9. **Guidelines for Flag Displays:**

## **DOCUMENT INSPECTION AND COPYING POLICY**

In order to comply with the procedures set forth by Chapter 209.005 of the Texas Property Code, the Board of Directors is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. Purpose: The purpose of this Policy is to establish procedures for the inspection of Association records and notify Owners of the costs to be incurred for the production and reproduction of the Association's books and records in response to a written request.
2. Owners, or their designated representatives, may have access to the Association records upon submission of a written request to the Association by certified mail to the mailing address of the Association or its authorized representative as listed in the current management certificate. The request must contain sufficient detail as to the books and records to be inspected.
3. The Association's books and records are those records designated by Section 209.005 of the Texas Property Code.
4. The Association will keep the following records confidential: violation histories of owners, owners personal financial information, owners contact information other than address, and association personnel files.
5. The written request must specify whether the Owner wants to inspect before obtaining copies, or have the Association forward copies.
6. If inspection is requested, within ten (10) business days of receipt of written request, Association must send written notice of dates during normal business hours that the Owner may perform the inspection.
7. If copies are requested, Association shall produce copies within ten (10) business days from the date of the receipt of the request. If Association can not produce copies within ten (10) business days, Association shall notify the Owner within the ten (10) business day window and then produce the requested records within fifteen (15) business days of giving notice to Owner. The Association may produce all requested books and records in hard copy, electronic format, or other format readily available to the Association.
8. Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records prior to producing.

9. Inspection shall take place at the office of the Association's management company or such other location as the Association designates during normal business hours. No Owner, or designated representative, shall remove original records from the location where inspection takes place nor alter the records in any manner.
10. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:
  - A. Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
  - B. Nonstandard copy. The charges in this subsection are to cover the 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:
    - C. Diskette--\$1.00;
    - D. Magnetic tape--actual cost
    - E. Data cartridge--actual cost;
    - F. Tape cartridge--actual cost;
    - G. Rewritable CD (CD-RW)--\$1.00;
    - H. Non-rewritable CD (CD-R)--\$1.00;
    - I. Digital video disc (DVD)--\$3.00;
    - J. JAZ drive--actual cost;
    - K. Other electronic media--actual cost;
    - L. VHS video cassette--\$2.50;
    - M. Audio cassette--\$1.00;
    - N. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)\$\$.50;
    - O. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)actual cost.
    - P. Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program

so that requested information may be accessed and copied, the Association may charge for the programmer's time. The hourly charge for a programmer is \$28.50 an hour.

- Q. The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in a remote storage facility.
  - R. When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.
  - S. Overhead charge. Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. If an Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (ii) of this subsection.
    - i. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.
    - ii. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. (Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00).
  - T. 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.
  - U. Postal and shipping charges. An Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
  - V. These charges are subject to periodic reevaluation and update.
11. The Association may require the Owner requesting documents to pay the estimated costs associated with production and copying in advance. If the estimated cost is different than the actual cost, the Association shall submit a final invoice to the Owner on or before thirty (30) business days after the Association has produced and/or delivered the

requested information. If the actual cost is greater than the estimated amount, the Owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the Owner, or the Association will add such additional charges as an assessment against the Owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the Owner.

## **DOCUMENT RETENTION POLICY**

In order to comply with the procedures set forth by Chapter 209.005 of the Texas Property Code, the Board of Directors is required to adopt a document retention policy that prescribes the time periods by which Association documents and records must be retained. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. The purpose of this policy is to ensure that the necessary documents of the Association are protected and maintained.
2. The Association is in charge of administering the Policy. The Board is authorized to make changes from time to time to ensure it is in compliance with all applicable laws.
3. This policy applies to all hard copy records as well as all electronic records.
4. Documents are to be retained as follows:
  - A. Governing Documents: will be retained permanently.
  - B. Financial Records: will be retained for 7 years.
  - C. Owners Account Records: will be retained for 5 years.
  - D. Contracts: will be retained for 4 years after the end of the contract terms.
  - E. Meeting Minutes: will be retained for 7 years.
  - F. Tax returns and audit records: will be retained for 7 years.
5. If the Association is served with a subpoena, becomes aware of potential pending litigation concerning or involving the Association, or becomes aware of a governmental investigation or audit concerning the Association, all documents relevant to any such claim, audit or investigation will be retained indefinitely, or until conclusion of the matter or until such time as the Board of Directors shall decide.



## **APPLICATION OF PAYMENTS POLICY**

In order to comply with the procedures set forth by Chapter 209.0063 of the Texas Property Code, the Board of Directors is required to adopt an application of payments policy that prescribes the manner in which payments made to delinquent accounts shall be applied. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. The purpose of this policy is to comply with all applicable laws and to provide a uniform and consistent way to apply payments to Owner accounts.
2. Except as otherwise authorized by law, payment received by the Association from an Owner shall be applied to the Owners account in the following order of priority:
  - a. Any delinquent assessment;
  - b. Any current assessment;
  - c. Attorney's fees or 3<sup>rd</sup> party collection costs incurred by the Association solely for assessments or any other charge that could provide the basis for foreclosures;
  - d. Attorney's fees incurred by the Association that are not subject to the preceding subpart;
  - e. Fines; and
  - f. Any other amount owed to the Association
3. If at the time a payment is received from an Owner, an Owner is in default under a payment plan, the Association is not required to apply the payment as set forth above, except that fines may never be given priority over any other amount owed to the Association.

## **ALTERNATE PAYMENT PLAN POLICY**

In order to comply with the procedures set forth by Chapter 209.0065 of the Texas Property Code, the Board of Directors is required to adopt an alternate payment plan policy that prescribes the established guidelines regarding an alternate payment schedule for delinquent Owners. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. The purpose of this Policy is to assist Owners in managing their delinquent assessments and fees and remain current on the payment of those amounts owed to the Association by providing a uniform and orderly procedure by which Owners can make payments to the Association.
2. Only the Owner of record can enter into a payment plan.
3. The Association will accept payment plans in which the delinquent balance should be paid in full within a minimum term of three (3) months or a maximum term of eighteen (18) months. The Board of Directors shall have discretion to decide the length of the term.
4. The Association Board of Directors will consider alternate payment plan terms, if the homeowner presents the alternate terms in writing and the Owner has not failed to honor the terms of a previous payment plan within the last two (2) years.
5. The Association Board of Directors will notify the homeowner, directly, or through its managing agent, of acceptance/denial of payment plan schedule. If accepted, Owner must submit a signed payment plan along with the initial payment to the designated address.
6. If the Association bills an Assessment, Special Assessment, or other applicable Association fee, it must be paid in full within thirty (30) days, and is not to be included in the payment plan schedule.
7. If an Owner requires a payment plan for a Special Assessment, or other applicable Association fee, and does not have a delinquent balance, a payment plan can be entered into that ensures the balance due is paid prior to the next scheduled Assessment, or Special Assessment (if applicable).
8. Owner payments are to be received by the 15<sup>th</sup> day of each month, unless otherwise approved by the Association Board of Directors or its managing agent.
9. If payments are submitted in accordance with the payment plan guidelines, the Owners account will not incur additional late fees but may continue to incur interest. The Association may charge a reasonable fee to negotiate, establish and initiate a payment

plan and charge a monthly fee to administer the plan for the duration of the payment plan.

10. If the payment plan goes into default, a subsequent payment plan may not be approved by the Board of Directors for a period of two (2) years.

## **RELIGIOUS ITEM DISPLAY GUIDELINES**

In order to comply with the procedures set forth by Chapter 202.018 of the Texas Property Code which precludes Associations from adopting or enforcing a restrictive covenant which governs an Owner or resident's right to display or affix on the entry to the Owner's or resident's dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. Pursuant to Section 202.018 of the Texas Property Code, the Association is permitted to adopt certain limitations on the display of religious items.
2. An Owner or resident may not display or affix a religious item on the entry to the Owner or resident's dwelling which:
  - A. Threatens the public health or safety;
  - B. Violates a law;
  - C. Contains language, graphics or any display that is patently offensive to 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 greater than 25 square inches;
  - F. Violates any deed restrictions that do not conflict with this statute.
3. The Owner must still use colors and materials for their entry doors and door frames that comply with the deed restrictions and must not alter their entry door or door frame in a way that violates the deed restrictions.
4. The Association may remove an item that violates these guidelines.

## **SOLAR ENERGY DEVICE GUIDELINES**

In order to comply with the procedures set forth by Chapter 202.010 of the Texas Property Code which precludes Associations from adopting or enforcing a complete prohibition on solar energy devices, the Association has adopted certain limitations on solar energy devices. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. For purposes of the Association, the term “solar energy device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Solar energy devices may not be installed without prior written approval of the Architectural Control Committee (ACC), or its equivalent.
3. An Owner may not install a solar energy device that:
  - A. As adjudicated by a court, 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 Owner’s property other than on the roof of the home or of another structure allowed under a dedicatory instrument; or in a fenced yard or patio owned and maintained by the 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 than 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 a top edge that is not 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 Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.
  - I. Substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of

adjoining property constitutes prima facie evidence that such a condition does not exist.

4. During the development period, if applicable, Declarant can prohibit all solar energy devices.

## **ROOFING MATERIAL GUIDELINES**

In order to comply with the procedures set forth by Chapter 202.011 of the Texas Property Code which precludes Associations from adopting or enforcing a complete prohibition on certain roofing materials, the Association has adopted certain limitations on certain roofing materials. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. The roofing materials described below may not be installed without prior written approval of the Architectural Control Committee (ACC) or its equivalent.
2. The Association shall not prohibit an Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that;
  - A. Are designed to:
    - i. Be wind and hail resistant;
    - ii. Provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - iii. Provide solar generation capabilities; and
  - B. When installed:
    - i. Resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - ii. Are more durable than and are of equal or superior quality to the shingles described by above; and
    - iii. Match the aesthetics of the property surrounding the Owner's property.

## **RAINWATER COLLECTION DEVICE GUIDELINES**

In order to comply with the procedures set forth by Chapter 202.007 of the Texas Property Code which precludes Associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rain harvesting systems, the Association has adopted certain limitations on rain barrels and rain harvesting systems. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. Rain barrels and rain harvesting systems may not be installed without prior written approval of the Architectural Control Committee (ACC), or its equivalent.
2. An Owner may not install a rain barrel or rainwater harvesting system if:
  - A. The property is: (i) Owned by the Association; (ii) Owned in common by the members of the Association; or (iii) Located between the front of the Owner's home and an adjoining or adjacent street; or
  - B. The barrel or system: (i) Is of a color other than a color consistent with the color scheme of the Owner's home; or (ii) Displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
3. The Association may 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 at any other location that is visible from a street, another lot, or a common area if:
  - A. The restriction does not prohibit the economic installation of the device or appurtenance on the Owner's property; and
  - B. There is a reasonably sufficient area on the Owner's property in which to install the device or appurtenance.
4. In order to enforce these regulations, an Owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an Owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.
5. Rain barrels or rainwater harvesting systems should generally be designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors.



## **FLAG DISPLAY GUIDELINES**

In order to comply with the procedures set forth by Chapter 202.011 of the Texas Property Code which precludes Associations from adopting or enforcing certain prohibitions or restrictions on certain flag displays, the Association has adopted certain limitations on flag displays. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. An Owner or resident may display:
  - A. The flag of the United States of America;
  - B. The flag of the State of Texas; or
  - C. An official or replica flag of any branch of the United States armed forces.
  
2. An Owner may only display a flag described above if such display meets the following criteria:
  - A. A flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
  - B. A flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  - C. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
  - D. The display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
  - E. A display flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
  
3. The Association hereby adopts the following additional restrictions on the display of flags on an Owner's lot:
  - A. An Owner may not install a flagpole which is greater than twenty feet (20') in height, and must be equipped to minimize halyard noise;

- B. An Owner may not install more than one flagpole on the Owner's property. A flagpole can either be securely attached to the face of the dwelling or be a freestanding flagpole;
  - C. Any flag displayed must not be greater than 4 x 6 in size;
  - D. An Owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
  - E. An Owner may not locate a displayed flag or flagpole on property that is:
    - i. Owned or maintained by the Association; or
    - ii. Owned in common by the members of the Association.
- D. Prior to erecting or installing a flag and/or flag pole, an Owner must first submit plans and specifications to and receive the written approval of the Board or Architectural Control Committee (ACC). The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate the displayed flag).