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**POLICY RESOLUTION OF THE  
BOARD OF DIRECTORS  
OF  
BELLAVITA AT GREEN TEE HOMEOWNERS ASSOCIATION, INC.**

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The undersigned, being the Secretary of BellaVita at Green Tee Homeowners' Association, Inc. (the "Association"), certifies that the attached Policy Resolution was adopted by the Board of Directors of the Association at a meeting duly called and held on November 30, 2011 at which a quorum was at all times present:

**BellaVita at Green Tee Homeowners' Association  
Age Restricted Community Policy**

**Overview:** Pursuant to the Fair Housing Act (both the State and the Federal), companies are prevented from discriminating against families with children in the sale and rental of housing. One limited exception to that rule is the exemption for housing for the elderly.

The exemption in the Federal and State Fair Housing Acts for elderly housing has two categories: (1) communities of housing intended for and occupied by individuals 62 and older; and (2) communities of housing intended for and occupied by at least one person 55 years or older, as long as such "55 and over community" adheres to certain rules.

The rules for "55 and over communities" basically states that such a community will qualify for the exemption, i.e. can discriminate in favor of persons 55 years and over, if at least 80% of the occupied units in the community are occupied by at least one person 55 years of age or older.

The rules for "55 and over communities" do not mandate what must be done with the remaining 20% of the units in the Community and allow the Community to set its own policy with respect to such 20%.

**Policy:** The Board of Directors of BellaVita at Green Tee has decided that with respect to the remaining 20% of units in BellaVita at Green Tee, that one-half of that 20%, or 10% of the units in BellaVita at Green Tee, may be occupied by persons at least one of which is 50 years of age or older. The other one-half of the 20%, i.e. 10% of the units in BellaVita at Green Tee, should be reserved for units that cease being occupied by a person 55 or older because of a death or divorce. Reserving this 10% and not allowing the full 20% to be occupied by person under 55 gives the community the flexibility to absorb changes in the person occupying units by reason of death or divorce without losing the Community's compliance with the Fair Housing Acts.

The Board also wishes to make clear that allowing this 10% of the units to be sold to persons between 50 and 55 will be applied consistently to initial sales from the developer as well as to resales from existing owners. The Board has established procedures so that

at any time, an existing owner may inquire of the Managing Agent about the specific percentages of 55 and under 55 occupying the community.

Nothing in the policy shall waive or release the restrictive covenants applicable to BellaVita at Green Tee. All owners shall still comply with all of the terms and conditions of such restrictive covenants as well as all of the terms and conditions of the Fair Housing Act, as it now exists or as it may be amended in the future.

**Compliance:** Age Restricted or Active Adult Communities must meet certain requirements to establish and maintain their legal exemption for "housing for older persons" in compliance with the provisions of the Fair Housing Act that allows such communities the right to restrict the age of residents. This document details the processes needed to meet those requirements.

### **Procedures:**

#### Initial Age Survey:

- 1) When closing documents are received, a Service Request is opened in MaxTrac to send a request for an Age Survey to be completed when the "Welcome" letter is sent. A reminder is set to send this in 30 days. [See Intranet\Procedures\Service Specialists\Age Restricted Communities\Age Survey Letter]
- 2) If not received after 30 days, a reminder letter is sent stating that our records indicate we previously wrote requesting that the owner submit a completed Age Survey to comply with HUD requirements and we have not yet received a response. A reminder is set in the Service Request to follow up in 30 days.
- 3) If still not received, a §209 Demand letter is sent [See Intranet\Procedures\Service Specialists\Age Restricted Communities\Age Survey Violation Demand 209]. We pursue this as a non-compliant violation until the required information is provided by the owner.
- 4) When a completed Age Survey is received, **if the owner is 55 years or older** (one qualifying resident per home), the Service Request is updated to reflect that we have received it. The form is scanned and saved to the specific unit's property folder on the G: drive, and then filed in the specific community's Age Compliance File, Age Compliance Spreadsheet for the current year, in alphabetical order by Street name.

When ownership changes, the paperwork for the previous owner is taken out of the Age Compliance File and placed in the unit property folder.

Per residency unit, as long as residency does not change, the same age verification documentation may remain on file as proof of the residency of a 55 years or older resident and new documentation need not be submitted for subsequent Age Surveys.

- 5) The **Age Compliance Spreadsheet** is updated to reflect the status of the current qualifying occupant of that address. [See Intranet\Procedures\Service Specialists\Age Restricted Communities\Age Compliance Spreadsheet].

ABC HOA Age Survey List 2010								
Address	Street Name	Resident's Last Name	Resident's First Name	Birth Month	Birth Day	Birth Year	Current Age	Audit 2010
2	Abercrombie Place	Kramm	Kenneth	April	17	1945	65	x
3	Abercrombie Place	Juenger	Joseph	Mar	28	1925	85	x
6	Abercrombie Place	Kramm	Kenneth	April	17	1945	65	x
7	Abercrombie Place	James	Jeanne	December	19	1930	80	x
10	Abercrombie Place	Roussore	Ed	November	24	1946	64	x
11	Abercrombie Place	Willis	Levy	April	28	1931	79	x
15	Abercrombie Place	Coats	Sandra	September	9	1936	74	x
18	Abercrombie Place	Uphausen	Ger	September	11	1938	72	x
19	Abercrombie Place	Cady	George	May	6	1946	70	x
22	Abercrombie Place	Duderstadt	Douglas	December	2	1934	76	x
23	Abercrombie Place	Esposito	Norma	March	27	1928	82	x
26	Abercrombie Place	Jackson	Alton	November	2	1927	83	x
27	Abercrombie Place	Baldwin	Billie	June	3	1926	84	x
30	Abercrombie Place	Bacanis	Virginia	September	12	1937	73	x
34	Abercrombie Place	Hamon	Wanda	October	6	1937	73	x
35	Abercrombie Place	Collins	Jeanette	December	19	1941	69	x
38	Abercrombie Place	Pending						x
42	Abercrombie Place	Darby	Glen	March	17	1943	67	x
45	Abercrombie Place	Gammertaler	Brian	December	12	1928	82	x
46	Abercrombie Place	Eaton	Stacy	December	8	1936	74	x
50	Abercrombie Place	Jones	Anna	July	9	1933	77	x
51	Abercrombie Place	Saputo	Jesephine	January	2	1929	81	x
2	Arcadia Way	Ponder	Jean	August	29	1938	72	x
3	Arcadia Way	Crawford	Robin	July	12	1941	69	x
6	Arcadia Way	Reneau	Bobby	January	6	1952	58	x
7	Arcadia Way	Canas	Reynaldo	August	12	1948	62	x
10	Arcadia Way	Henry	Richard	October	10	1936	74	x
13	Arcadia Way	Eaton	Michelle	February	20	1950	58	x
14	Arcadia Way	Roemer	Charles	April	18	1957	53	x

Age Exception for Residents under 55 years of age:

When a completed Age Survey is received, if the residents are under the age of 55 years, an **Age Exception Form** should be completed and forwarded to the Board of Directors for a variance to be granted [See Intranet\Procedures\Service Specialists\Age Restricted Communities\Age Exception Request Form]. The Board of Directors has the right to deny a request for a variance based on age / circumstances of the individual. All under-age occupants are required to obtain an Age Exception variance from the Board of Directors.

Regular Age Survey Audits:

A current Age Survey is required to be completed and filed every two years and a survey will be mailed to each homeowner biannually in even-numbered years along with the notice for the annual meeting.

The Age Compliance File may be checked more frequently to ensure that all properties have completed surveys. Therefore it is critical that the latest complete filed Age Survey is never more than two years old.

Any missing individual surveys are pursued per the Initial Age Survey Procedure above.

Calculating and Reporting the Percentage Age Requirement:

- 1) Percentage compliance is calculated from the Age Compliance Spreadsheet [saved and regularly updated on the G: Drive].
- 2) A Summary Audit Report of percentage compliance is filed to the Age Compliance File folder [See Intranet\Procedures\Service Specialists\Age Restricted Communities\Age Compliance Audit Report].
- 3) This information is provided, in the form of the Summary Report, to the Board of Directors as part of the bi-annual audit process and the fact that the Community is in compliance with at least the minimum 80% requirement is confirmed.

EXECUTED on the 26<sup>th</sup> day of December, 2011.

BELLAVITA AT GREEN TEE  
HOMEOWNERS ASSOCIATION, INC.


By: Crisoforo Barrera  
Crisoforo Barrera, Secretary

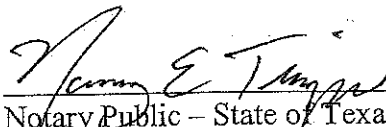
*lol*  
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THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this day personally appeared Crisoforo Barrera, Secretary of Bellavita at Green Tee Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 26<sup>th</sup> day of December, 2011, to certify which witness my hand and official seal.

\*\*\*\*\*  
 **NANCY E. TRIGGS**  
NOTARY PUBLIC STATE OF TEXAS  
COMMISSION EXPIRES:  
**02-13-2012**  
\*\*\*\*\*

  
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Notary Public - State of Texas

After Recording Return to:  
HOLT & YOUNG, P.C.  
11200 Richmond Ave., Ste. 450  
Houston, Texas 77082

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FILED FOR RECORD  
8:00 AM

JAN - 3 2012


  
County Clerk, Harris County, Texas

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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

JAN - 3 2012



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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Notice  
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**POLICY RESOLUTION OF THE  
BOARD OF DIRECTORS  
OF  
BELLAVITA AT GREEN TEE HOMEOWNERS ASSOCIATION, INC.**

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The undersigned, being the Secretary of BellaVita at Green Tee Homeowners' Association, Inc. (the "Association"), certifies that the attached Policy Resolution was adopted by the Board of Directors of the Association at a meeting duly called and held on November 30, 2011 at which a quorum was at all times present:

**BellaVita at Green Tee Homeowners' Association  
HOA Maintenance Policy**

**Policy** – The Board of Directors of BellaVita ("BV") at Green Tee Homeowners Association ("HOA") believes that quality maintenance of our community contributes to the residential property values.

**Scope** – Article V of the Declaration of Covenants, Conditions, and Restrictions for BellaVita at Green Tee Homeowners' Association, Inc., ("CC&R") includes the HOA's responsibilities and also the Owner's responsibilities for maintenance.

This policy is designed to provide guidance only for BVHOA maintenance responsibilities. The HOA Board reserves the right to amend, modify, or delete any policy.

**BV HOA Maintenance Responsibilities** – The HOA is responsible for the maintenance of the facilities, buildings, lake, fences, gates, home maintenance items handled by the HOA, and other fixed assets that need to be maintained or modified to keep the BellaVita Corporation in operation. According to the BellaVita Bylaws, the Facilities Committee is a mandatory committee, composed of homeowners, that supports the HOA Board in its oversight of the maintenance of these assets. The Facilities Committee recommends improvements, writes statements of work for replacement, repair, or maintenance, determines costs, recommends contractors, and monitors the activities of contractors or others doing work for BellaVita. The Board has engaged Association Management, Inc. ("AMI") to provide support to the BellaVita Facilities Committee for this effort.

**BV HOA Project Management for Maintenance Services** - In order to ensure appropriate quality consistent with the Community-Wide Standard as provided for in the CC&R, maintenance services may require contracts and project management. The Board has approved the following guidelines for use by all BVHOA Committees to help with HOA project implementation. The BVHOA board may designate a person as the project manager for selected projects initiated by the Board, or a Committee may designate a person for that position if the committee is responsible for the management of the selected project. The project manager may be delegated the following responsibilities and authority:

- Develop a statement of work for the effort to be contracted with help from the committee and/or Board.
- Develop or cause to be developed an estimated budget and scope of work schedule as well as competitive bids to be presented for approval to the board.
- Assure that the variables in the attached checklist have been considered before presenting the project for approval.
- Coordinate with other committees or clubs whose jurisdiction may be impacted by the project.
- Establish final detailed schedules with Board approved contractor and negotiate schedule changes requested by the board with the contractor.
- Negotiate and execute change orders including modifications within the scope of the budget allocated for the project.
- Interface with the contractor during execution of the contract.
- Direct the contractor as to implementation of the work effort and provide field oversight for performance and completion of the contracted work.
- Lead the negotiation of disputes between contractor and the BVHOA relative to contract content or application of services.
- Develop and conduct the reviews of contractor's incremental performances required by the contract and provide monthly progress reports to the Board.
- Report status of work to the chair of the committee to which project is assigned.
- Request and/or conduct any meeting or status review for work under the contract.
- Perform the final inspection and state in writing that the work has been satisfactorily completed prior to final payment.
- Review contractor invoices for accuracy, satisfactory performance, and compliance with the contract, including billed amounts, and notify AMI, the Treasurer and the Club Manager in writing or by email that the work is satisfactorily completed and invoices are ready for payment.
- Perform other duties for administration of the project as may be requested by the BV HOA board.

**Requesting Board Approval of Projects** - A committee's recommendation to the Board for approval of a project serves the same function as a motion by a Board member, and opens the floor for discussion. Too often, questions arise that require much discussion, prolong meetings and sometime delay approval. Committees should present, whenever possible, a proposal that has been well thought out and anticipate the questions that Board members may raise. The Facilities Committee has prepared a check list to consider that may help streamline the approval process:

**Procedure for Awarding Contracts and Approving Invoices** - The Club Manager, any Board-appointed committee, or the Board of Directors may initiate projects for maintenance or improvements. When a project or repair requiring a one-time contract is required:

1. Club Manager or AMI will consult with the appropriate committee and prepare a Scope-of-Work that defines what work is expected to be done. Club manager and the committee will agree on a specific person to be the project manager for this contract.
2. Project manager may arrange to meet with one or more contractors to get their input prior to finalizing the Scope-of-Work.
3. Club Manager/AMI, with the help of the committee, will prepare a list of acceptable bidders. Bid requests and Scope-of-Work will be sent to each bidder.
4. Club Manager/AMI will tabulate bids. This tabulation and copies of the bids will be sent to the Committee, who will determine which bid it will recommend to the Board.
5. Committee chairman will brief the Board on its review of the bids submitted, the tabulated comparison of bids, and the reasons for the committee's recommendation for award of the contract.
6. Upon Board approval, Club Manager/AMI will award bid and manage the scheduling of the work. The project manager or committee chairman can sign contracts of \$5,000 or less on behalf of the Board. The President and Treasurer will sign larger contracts.
7. The project manager will provide, or assist Club Manager/AMI in providing field oversight of the work whenever feasible, involving other committee members as necessary.
8. Upon completion, project manager will inspect the work for quality and compliance with the contract. Any defects or deviations will be reviewed with the contractor and corrected if necessary.
9. The project manager will approve contractor invoices for accuracy and compliance with the contract, and notify Club Manager/AMI and the Treasurer in writing that the work is complete and invoices are ready for payment.
10. The project manager will have the authority to approve unexpected changes to scope of work up to 10% of the original bid, but not to exceed \$1000.

**BVHOA Maintenance Services** – The HOA is responsible for routine maintenance of the common property, private streets, operation of street lights, and perimeter fencing. In addition, the HOA shall also have the authority, but not the obligation, to perform maintenance services on the residences and lots.

The HOA intends to initially perform the maintenance services listed below; however, the HOA, at some future time, may decide to stop performing some or all of these items. Should this occur, the operating costs of the HOA may decrease by the amount it costs the HOA to provide such items and homeowners would then bear the responsibility to perform such items for their residence and lot.

At the present time, the maintenance services for residences are as follows:

- **Maintenance and repair of original fences.**

The Board presently elects to maintain, repair, or replace fences that were installed by the Declarant or the HOA as set forth in the CC&R except in the event of catastrophic damage (see Local Disaster Impact Policy below). The HOA Board will review the fence



maintenance plan each year as part of the annual budget process as it does for all expense items.

**Maintenance of front yards only, gutters, sprinkler system.**

The following standard services for these items are currently approved by the BellaVita Board. The cost of the services is included in the monthly HOA dues. For questions or problems with these services contact AMI Resource Center: (713) 332-4675. The stated frequencies of maintenance are goals of the Association and are not assured.

1. Front yards mowed, edged and trimmed **42** times per year.
2. Front yard Shrubs trimmed **4** times (or more if necessary) per year.
3. Front flower bed weeds pulled by hand each time yard is mowed.
4. Diseased, broken or dead shrub branches removed as needed.
5. Front yard and shrubs fertilized **3** times per year. (April, July, September).  
*Contractor shall notify homeowner on the day of the application using a sign visible to the homeowner.*
6. Front yards treated for weeds and insects **2** times per year. (May, July)
7. Front yards treated for disease **1** time per year. (September)
8. Ant mounds in front yard treated as needed.
9. Flower beds in front yard mulched and cultivated one (**1**) per year between December and February.
10. Flowering shrubs trimmed at homeowner request only.
11. Crepe Myrtle trees trimmed one (**1**) per year. (January). Other trees are not trimmed.
12. Front house (with large trees) gutters only will be cleaned maximum one (**1**) per year when requested by homeowner.
13. Prior to commencement of services and upon completion of services, the lawn and pavement areas adjoining lawn are to be clean and debris free.
14. Routine maintenance of original irrigation system at owner's request.

Lawn services other than the above, including back yards, are the responsibility of the homeowner. Examples of homeowners' responsibilities include:

1. Back yard mowing, edging, trimming.
2. Back yard mulching.
3. Front or back yard shrub or tree replacement.
4. Back house gutter cleaning.
5. Back yard ant and disease control. Back yard fertilization.
6. Sprinkler system enhancements and line repair.
7. Damage from disasters

- **Maintenance of exterior front door of residence.**

It is the present HOA policy to provide maintenance of front doors no more often than every two years. Maintenance is defined as cleaning, replacing the bottom edge weather stripping as needed, and applying a coat of spar varnish or equivalent. Homeowners whose doors require complete refinishing may have the door done by the HOA contractor, in which case the HOA will reimburse them up to the cost of regular maintenance and weather-stripping if required. If a homeowner elects to hire an independent contractor at their own expense, there will be no reimbursement from the HOA. Some doors may require maintenance earlier than two years due to extreme exposure while some doors may last five or more years before maintenance is required. If questions arise, the Facilities Committee is qualified to make judgments as to the need for maintenance. The Facilities Committee shall track doors by address that require servicing more often than two years and will provide a report to the Board for yearly policy review.

### **Repainting BellaVita Residences**

It is the present policy to paint residences approximately every eight (8) years and fund this effort from the BV HOA reserve maintenance funds.

If the homeowner does not want to accept this service, the homeowner must sign and submit the following waiver form to opt-out of this maintenance service:

#### BellaVita HOA House Painting Program Waiver

I, \_\_\_\_\_, hereby waive my right to have the BellaVita HOA paint my house at \_\_\_\_\_ in the current house painting cycle. I understand and agree to the following terms and conditions:

1. The house has been painted within the past three (3) years, or will be painted within the next year, with paint that meets or exceeds the criteria of the exterior paint that HOA is presently using as identified in the latest version of the BellaVita at Green Tee Architectural Review Committee ("ARC") guidelines and have complied with the exterior painting standards of that document.
2. Homeowner agrees to pay the full cost of house painting and understands that no rebate, nor any portion of homeowner dues, will be reimbursed to homeowner by the HOA.
3. Homeowner agrees that the HOA will not be required to paint their house until the next cycle for their street. The HOA will schedule the house in the queue for the next cycle unless homeowner opts-out at the beginning of that cycle.
4. Homeowner agrees to allow the HOA to inspect the residence at any time to determine that the paint job conforms to community standards. If the paint does not satisfy the community standards before the next cycle occurs, homeowner may be required to have it brought up to community standards at their own expense.
5. Homeowner agrees to comply with the following House Painting Checklist.

Signed \_\_\_\_\_  
(Owner or owner's representative) Date

Approved \_\_\_\_\_  
Managing Agent Date

House Painting Checklist

- Utilize Sherwin Williams Exterior Latex Superpaint with mildecide or HOA Board-approved equal.
- Utilize colors per color plan as provided by BV HOA.
- Two wet coats of paint will be applied only after wash dries. One coat will be applied vertically and the second coat horizontally.
- Wash surfaces to be painted with mold & mildew killing agent (do not use extreme hi-pressure).
- Protect plants and bushes from chemicals and paint overspray.
- Mask windows, fixtures, doors, moldings and other non painted surfaces.
- Do not paint if rain is projected within 24 hours.
- Remove all cracked or failing caulk, including around windows.
- Recaulk as needed with 20 year (minimum life) paintable caulk, including nail heads and seams.
- Protect porches, sidewalks, bushes, fans, shades, awnings, yard furniture, and fixtures from paint.
- Advise neighbors of plan to access property for painting (access allowed per BV CC&R).
- Notify homeowner of expected day to clean and paint at least 2 days in advance.
- Paint all exterior surfaces previously painted including garage door, siding, trim, back door and patio doors, patio siding, gutters, down spouts, chimney, flashings, columns, and porch railings.
- Homeowners will be responsible for the cost of any repairs necessary prior to painting their home.
- Clean and secure gutters as needed.

**BVHOA Local Disaster Impact Policy** – As provided in the CC&R, certain routine maintenance is allowed as an optional service to the homeowner when approved by the HOA Board as part of the yearly budget cycle. Typical items are door refurbishment, fence mending, sprinkler maintenance, and exterior house painting. This maintenance is generally performed under a maintenance cycle approved by the HOA Board.

It is considered that certain occurrences of disasters impact these optional service areas and become the responsibility of the homeowner or their insurance company to affect the repair and not the HOA. Typical disasters would be due to weather (wind storm, hail, flood, freezing temperatures, tornadoes, hurricanes, etc.) or manmade events (fire, rising or flowing water, vehicular impacts, lack of care of vegetation, etc). Under these circumstances the HOA Board

has determined that the homeowner is fully responsible to have the damage repaired at their sole expense and will be expected to complete the repair in a timely fashion. The homeowner may contract with any firm of their choice.

EXECUTED on the 26<sup>th</sup> day of December, 2011.

FILED FOR RECORD  
8:00 AM

BELLAVITA AT GREEN TEE  
HOMEOWNERS ASSOCIATION, INC.

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JAN - 3 2012

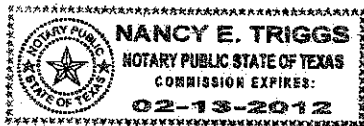
*St. Stewart*  
County Clerk, Harris County, Texas

By: *Crisoforo Barrera*  
Crisoforo Barrera, Secretary

THE STATE OF TEXAS    §  
  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned notary public, on this day personally appeared *Crisoforo Barrera*, Secretary of Bellavita at Green Tee Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the *26<sup>th</sup>* day of *December*, 2011, to certify which witness my hand and official seal.



*Nancy E. Triggs*  
Notary Public - State of Texas

After Recording Return to:

HOLT & YOUNG, P.C. ✓  
11200 Richmond Ave., Ste. 450  
Houston, Texas 77082

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

JAN - 3 2012



*St. Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS