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County Clerk

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Direct- OLD FITZHUGH TOWNHOME COM
Indirect-

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk

AFTER RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
email: rburton@winstead.com

OLD FITZHUGH TOWNHOMES SUPPLEMENT TO COMMUNITY MANUAL

Consisting of:
Certificate of Formation
Solar Device Policy
Energy Efficient Roofing Policy
Rainwater Harvesting System Policy
Flag Display and Flagpole Installation Policy
Display of Certain Religious Items Policy

Cross Reference to: (i) Old Fitzhugh Townhomes Community Manual recorded in Volume 4080, Page 1, Official Public Records of Hays County, Texas; and (ii) Declaration of Condominium Regime for Old Fitzhugh Townhomes recorded in Volume 4087, Page 760, Official Public Records of Hays County, Texas.

**SUPPLEMENT TO COMMUNITY MANUAL
OLD FITZHUGH TOWNHOMES**

This Supplement to Community Manual for Old Fitzhugh Townhomes is made and executed by the **OLD FITZHUGH TOWNHOME COMMUNITY, INC.**, a Texas non-profit corporation (the "Association"), acting by and through its Board of Directors (the "Board"), and is as follows:

A. **ART INVESTMENT & MORTGAGE CO., A TEXAS CORPORATION, D/B/A LA VID URBAN HOMES** ("Declarant") previously executed that certain: (i) Declaration of Condominium Regime for Old Fitzhugh Townhomes recorded in Volume 4087, Page 760, Official Public Records of Hays County, Texas (the "Declaration"); and (ii) Old Fitzhugh Townhomes Community Manual recorded in Volume 4080, Page 1, Official Public Records of Hays County, Texas (the "Community Manual"). The Declaration establishes Old Fitzhugh Townhomes, a condominium regime located in Hays County, Texas created pursuant to Chapter 82 of the Texas Property Code (the "Regime").

B. Section 11.2 of the Declaration provides that the Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce the Rules (as defined in the Declaration), and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property (as defined in the Declaration); provided, however, that during the Development Period (as defined in the Declaration), any amendment to the Community Manual must be approved in advance and in writing by the Declarant. Declarant approved this Supplement to Community Manual as evidenced below.

C. The Board now desires to supplement the Community Manual as set forth hereinbelow.

NOW, THEREFORE, the Community Manual is hereby supplemented as follows:

1. Certificate of Formation. The Certificate of Formation for the Association attached hereto as Attachment 1 is hereby added to the Community Manual.
2. Solar Device Policy. The Solar Device Policy, attached hereto as Attachment 2, is hereby added to the Community Manual.
3. Energy Efficient Roofing Policy. The following Energy Efficient Roofing Policy is hereby added to the Community Manual as follows:

ENERGY EFFICIENT ROOFING POLICY

The roof components of each building located in the Regime are Common Elements and the Owner of a Unit is not authorized to cause to be constructed or replaced any Improvements (including roofing) on Common Elements without the advance written consent of the Architectural Reviewer.

4. Rainwater Harvesting System Policy. The Rainwater Harvesting System Policy, attached hereto as Attachment 3, is hereby added to the Community Manual.

5. **Flag Display and Flagpole Installation Policy.** The following Flag Display and Flagpole Installation Policy is hereby added to the Community Manual as follows:

FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

No flag or flagpole may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer. The Common Elements located in the Regime are owned in undivided interests by all the Members of the Association.

6. **Display of Certain Religious Items Policy.** The following Display of Certain Religious Items Policy is hereby added to the Community Manual as follows:

DISPLAY OF CERTAIN RELIGIOUS ITEM POLICY

A. **Display of Certain Religious Items Permitted.** An Owner or resident is permitted to display or affix to the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame) one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the entry door or door frame of the Owner's unit.

B. **General Guidelines.** Religious items may be displayed or affixed to the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame); provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).

C. **Prohibitions.** No religious item may be displayed or affixed to the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame): (a) threatens the public health or safety; (b) violates a law; or (c) contains language, graphics or any display that is patently offensive to a passerby. No religious item may be displayed or affixed in any location other than the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame). Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for the entry door or door frame of the Owner's unit or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

D. **Removal.** The Association shall remove any item which is in violation of the terms and provisions of this Policy.

E. **Covenants in Conflict with Statutes.** To the extent that any provisions of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

7. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this instrument shall have the meanings set forth in the Declaration and Community Manual.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 22 day of September, 2011

ASSOCIATION:

OLD FITZHUGH TOWNHOME COMMUNITY, INC., a Texas non-profit corporation

[Handwritten Signature]

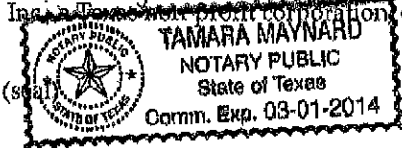
By: _____
L.H. Hardy, Jr., Director

By: *[Handwritten Signature]*
Debra Sue Hardy, Director

By: *[Handwritten Signature]*
Robert Hardy, Director

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

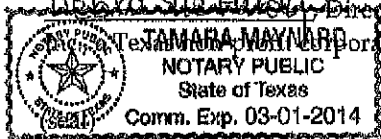
This instrument was acknowledged before me on September 22, 2011 by L.H. Hardy Jr., Director of the Board of Directors of the Old Fitzhugh Townhome Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Handwritten Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

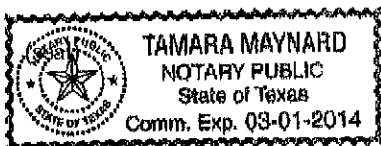
This instrument was acknowledged before me on September 22, 2011 by Debra Sue Hardy, Director of the Board of Directors of the Old Fitzhugh Townhome Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Handwritten Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

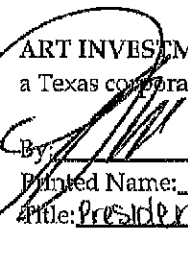
This instrument was acknowledged before me on September 22, 2011 by Robert Hardy, Director of the Board of Directors of the Old Fitzhugh Townhome Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Handwritten Signature]
Notary Public Signature

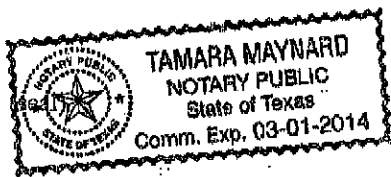
ACKNOWLEDGED AND AGREED: September 22, 2011

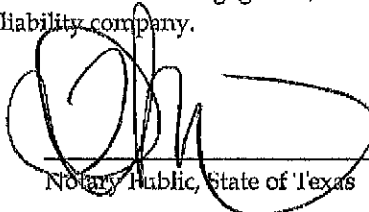
ART INVESTMENT & MORTGAGE CO.,
a Texas corporation D/B/A LA VID URBAN HOMES

By: 
Printed Name: L.H. Hardy Jr.
Title: President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of September, 2011 by L.H. Hardy Jr., President of Art Investment & Mortgage Co., a Texas corporation D/B/A/ La Vid Urban Homes, on behalf of said limited liability company.





Notary Public, State of Texas

ATTACHMENT 1

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

Old Fitzhugh Townhome Community, Inc.
File Number: 801404967

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/30/2011

Effective: 03/30/2011



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: Lynda Boots

Come visit us on the Internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TDD: 10306

Dial: 7-1-1 for Relay Services
Document: 361744980002

FILED
In the Office of the
Secretary of State of Texas

MAR 30 2011

CERTIFICATE OF FORMATION

OF

Corporations Section

OLD FITZHUGH TOWNHOME COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I

NAME

The name of the corporation is: Old Fitzhugh Townhome Community, Inc. (hereinafter called the "Association").

ARTICLE II

NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III

DURATION

The Association shall exist perpetually.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties, obligations, and purposes of the Association as set forth in that certain "Declaration of Condominium Regime for Old Fitzhugh Townhomes", which is recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time (the "Declaration").

623392v.1

ARTICLE V

REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 10205 Birdlip Circle, Austin, Texas 78733. The name of its initial registered agent at such address is L.H. Hardy, Jr.

ARTICLE VI

MEMBERSHIP

Membership in the Association shall be determined by the Declaration.

ARTICLE VII

VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

ARTICLE VIII

INCORPORATOR

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Robert D. Burton	401 Congress Avenue, Suite 2100 Austin, Texas 78701

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME

ADDRESS

L.H. Hardy, Jr.

P.O. Box 161775
Austin, Texas 78716

Debra Sue Hardy

P.O. Box 161775
Austin, Texas 78716

Robert Hardy

P.O. Box 161775
Austin, Texas 78716

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X

LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI

INDEMNIFICATION

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII

DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for:

purposes substantially similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XIII

ACTION WITHOUT MEETING


Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or this Certificate of Formation.

ARTICLE XIV

AMENDMENT

This Certificate of Formation may be amended by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of an two-thirds (2/3) majority of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 20th day of March, 2011.



Robert D. Burton, Incorporator

ATTACHMENT 2

SOLAR DEVICE POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Condominium Regime for Old Fitzhugh Townhomes recorded in Volume 4087, Page 760, Official Public Records of Hays County, Texas, as amended.

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "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. Architectural Review Approval Required. Approval by the architectural review authority under the Declaration (the "ACC") is required prior to installing a Solar Energy Device. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of the approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Declaration, the architectural review approval authority established under the Declaration need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Energy Device. A development period continues for so long as the Declarant has reserved the right to a right to facilitate the development, construction, size, shape, composition and marketing of the community. For the purpose of the Solar Device Policy, the development period means the 7 year period from the date the Declaration was recorded unless earlier terminated by a written instrument recorded by the Declarant.

In addition, the yard area appurtenant to your unit is Yard LCE, therefore, the yard is limited common element owned in common by all owners within the condominium project. Accordingly, the installation of any Solar Energy Device is not required to be permitted under Texas law. At this time, the ACC established under the Declaration will permit applications for the installation of a Solar Energy Device pursuant to the terms and provisions of this policy. However, this right is not absolute and may change at the discretion of the ACC and the ACC need not adhere to the terms and provisions of this Solar Device Policy in all instances and may approve, deny or further restrict the installation of any Solar Energy Device.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be

submitted by an owner unless the owner's tenant provides written confirmation at the time of submission that the owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below UNLESS the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all owners of property immediately adjacent to the owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located entirely within a fenced yard area assigned as limited common element exclusively to the owner's unit or entirely within a fenced patio located within the owner's unit. If the Solar Energy Device will be located in the fenced yard area, assigned as limited common element exclusively to the owner's unit, or a patio located within the owner's unit, no portion of the Solar Energy Device may extend above the fence line.

ATTACHMENT 5

RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Condominium Regime for Old Fitzhugh Townhomes recorded in Volume 4087, Page 760, Official Public Records of Hays County, Texas, as amended.

The yard area appurtenant to your unit is Yard LCE, therefore, the yard is limited common element owned in common by all owners within the condominium project. Accordingly, the installation of any Rainwater Harvesting System on or within Yard LCE is not required to be permitted under Texas law. At this time, the ACC established under the Declaration will permit applications for the installation of a Rainwater Harvesting System on or within Yard LCE pursuant to the terms and provisions of this policy. However, this right is not absolute and may change at the discretion of the ACC and the ACC need not adhere to the terms and provisions of this Rainwater Harvesting System Policy in all instances and may approve, deny or further restrict the installation of any Rainwater Harvesting System on or within Yard LCE.

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing rain barrels or rainwater harvesting system within a unit or fenced yard area assigned as limited common element exclusively to the owner's unit (a "Rainwater Harvesting System"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an owner unless the owner's tenant provides written confirmation at the time of submission that the owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System Application shall be at the owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed within the owner's unit, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the owner's unit and any adjoining or adjacent street.

(iv) There is sufficient area within a fenced yard area assigned as limited common element exclusively to the owner's unit or a patio located within the owner's unit to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard area assigned as limited common element exclusively to the owner's unit, or would otherwise be visible from a street, common area, or another owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard area assigned as limited common element exclusively to the owner's unit, or would otherwise be visible from a street, common area, or another owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the owner to shield the Rain System Device from the view of any street, common area, or another owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard area assigned as limited common element exclusively to the owner's unit, or would otherwise be visible from a street, common area, or another owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.