



**AFTER RECORDING RETURN TO:**  
**Friendswood Development Company**  
**681 Greens Parkway, Suite 220**  
**Houston, Texas 77067**  
**Attention: Land Department**

# **WALNUT CREEK** **COMMUNITY POLICIES MANUAL**

**This Community Policies Manual replaces and supersedes any previously recorded policies for Walnut Creek.**

**Cross-reference to Declaration of Covenants, Conditions and Restrictions for Walnut Creek, recorded as Instrument No. 2007020558, Official Public Records of Fort Bend County, Texas, as amended.**

**WALNUT CREEK  
COMMUNITY POLICIES MANUAL**

**CERTIFICATION & ACKNOWLEDGMENT**

As the Declarant under the Declaration of Covenants, Conditions and Restrictions for Walnut Creek recorded under Instrument/File No. 2007020558, Official Public Records of Fort Bend County, Texas, as amended from time to time (the “**Declaration**”), and the initial member of the Walnut Creek Community Association, Inc. (the “**Association**”), the undersigned certifies that this Walnut Creek Community Policies Manual was adopted for the benefit of the Association as part of the Governance Documents for the community known as Walnut Creek, located in Fort Bend County, Texas. This Community Policies Manual and each policy contained therein becomes effective when recorded and replaces and supersedes any previously recorded policy manual or any previously recorded individual policy(ies).

SIGNED on this 13<sup>th</sup> day of December, 2023.

**DECLARANT:**

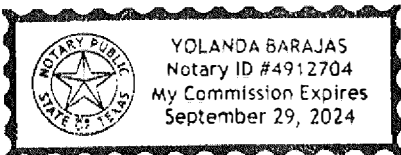
Lennar Homes of Texas Land and Construction, Ltd, a Texas limited partnership, d/b/a Friendswood Development Company

By: U.S. Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its general partner

By: \_\_\_\_\_  
Name: Michael W. Johnson  
Title: Vice President

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

The foregoing instrument was acknowledged before me on this the 13<sup>th</sup> day of December, 2023, by Michael W. Johnson, Vice President of U.S. Home, LLC, a Delaware limited liability company, as general partner of Lennar Homes of Texas Land and Construction, Ltd., on behalf of said companies.



Yolanda Barajas  
Notary Public, State of Texas

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**COMMUNITY POLICIES MANUAL**  
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## APPENDIX A

### COLLECTION/PAYMENT PLAN POLICY

#### A. INTRODUCTION

The Board of Directors (“Board”) of Walnut Creek Community Association, Inc. (“Association”) is charged with the responsibility of collecting assessments for owners of lots within the community as provided for in the Bylaws adopted by the Association and as authorized by the Declaration of Covenants, Conditions, and Restrictions dated February 12, 2007 and recorded in the Office of the County Clerk of Fort Bend County, Texas, as may be amended and supplemented from time to time (“Declaration”). In an effort to assist the Board in the collection of the assessments, the Board has developed the following procedures for the billing and collecting of the assessments, and which supersedes any collection or payment plan policy which may have previously been in effect.

#### B. BILLING AND COLLECTION PROCEDURES

1. Invoice Coupon and Record Address. In November of each year, the Board shall cause to be mailed to each owner of a lot in the community for which payment of the annual assessment is due, an invoice coupon (“Invoice Coupon”) setting forth the annual assessment amount. The Invoice Coupon shall be sent to the owner by regular U. S. First-Class Mail. The Invoice Coupon and any other correspondence, documents, or notices pertaining to the applicable lot shall be sent to the address which appears in the records of the Association for the owner, or to such other address as may be designated by the owner in writing to the Association. The fact that the Association or its management company may have received a personal check from an owner reflecting an address for the owner which is different from the owner’s address as shown on the records of the Association is not sufficient notice of a change of address for the Association to change its records regarding such owner’s address.
2. Assessment Due Date. All annual assessments shall be due and payable by January 1. It is the responsibility of the owner to ensure and verify that payments are received by the Association on or before such date, and the Association will not be responsible for delay by mail or any other form of delivery. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by January 1.
3. Delinquent Balances. If payment of the total assessment and any other charges which may be due is not received by the Association on or before January 1, the account shall be delinquent. If an owner defaults in paying the entire sum owing against the owner’s property on or before January 31, the owner shall be charged interest at the lesser of the rate of 18% per annum or the maximum legal rate of interest then prevailing, computed from January 1, regardless of whether any demand letter has been sent to the owner. Further, owners who remain delinquent after January 31 shall be subject to the following collection procedures, which may be modified on a case-by-case basis by the Board as circumstances warrant:
  - (i) Reminder Notice. On or after February 1, the Association will send the owner a reminder letter (“Reminder Notice”) by regular U. S. First-Class Mail

showing that the account is delinquent and interest began accruing January 1. The Reminder Notice will direct the owner to make immediate payment of the delinquent balance and all interest owing thereon.

- (ii) Final Notice. If the delinquent balance remains unpaid, then at least thirty (30) days after the Reminder Notice, the Association will send a 30-day notice letter (“Final Notice”) to the owner by certified mail, return receipt requested, and by regular U. S. First-Class Mail, showing that the account is delinquent, and that interest is accruing. The Final Notice will advise the owner that if the account is not paid within 30 days of receipt of the Final Notice, the Association intends to turn the account over to an attorney for further handling, and the owner will thereafter be responsible for the attorneys’ fees and costs incurred, and such fees and costs will be charged to the assessment account. The Final Notice will also inform the owner that pursuant to Chapter 209 of the Texas Property Code, the owner has the right to request a hearing before the Board. If the owner does not pay the delinquent balance in full or request a hearing within the 30-day period, the Association intends to thereafter pursue its remedies regarding the matter.
- (iii) Notice of Lien. To further evidence the Association’s lien securing the unpaid assessments, the Association may, but is not required to, prepare a notice of lien setting forth the amount of the delinquent assessment, the name of the owner of the property, and a description of the property (the “Notice of Lien”). Any Notice of Lien filed by the Association will be filed no sooner than ninety (90) days after the Final Notice is sent. The decision to file a Notice of Lien shall be made by the Board on a case-by-case basis, if the Board determines that the circumstances merit such action, in the Board’s sole discretion. The Notice of Lien may be filed in the real property records of Fort Bend County, Texas, and will constitute further evidence of the lien against an owner’s property.
- (iv) Remedies for Non-Payment. If the delinquent balance is not paid in full or if a hearing is not requested in writing within 30 days of receipt of the Final Notice, the Association may suspend the owner’s right to use the common area, as well as suspending any services provided by the Association to the owner or the owner’s lot. Further, the Association will forward the delinquent account to its attorney for further handling. It is contemplated that the attorney will send one or more demand letters to the delinquent owner as deemed appropriate. If the owner does not satisfy the assessment delinquency pursuant to the attorney’s demand letter(s), the attorney shall contact the Board, or its designated representative, for approval to proceed with the Association’s legal remedies. Upon receiving approval from the Board, or its designated representative, it is contemplated that the attorney will pursue any and all of the Association’s legal remedies to obtain payment of the delinquent balance, including pursuing a suit against the owner personally and/or pursuing a foreclosure action against the applicable property.

**C. ENFORCEMENT COSTS**

All costs incurred by the Association as a result of an owner's failure to pay assessments and other charges when due (including any attorneys' fees and costs incurred) will be charged against the owner's assessment account and shall be collectible in the same manner as a delinquent assessment.

**D. DISCRETIONARY AUTHORITY**

The Association shall make payment agreements available to an owner upon the terms and conditions set forth herein. The Association may require that the request for a payment agreement be in writing. All payment agreements must be in writing and signed by the owner. The minimum term for a payment agreement offered by the Association shall be 3 months, and the Association may not allow a payment agreement which extends more than 18 months from the date of the owner's request for a payment plan. Subject to such minimum term, the Board shall determine the appropriate term of the payment agreement in its sole discretion. As long as the owner is not in default under the terms of the payment agreement, the owner shall not accrue additional monetary expenses. However, the owner shall be responsible for all interest and late fees, as applicable, which accrue during the term thereof, as well as being responsible for the costs of administering the payment agreement. If the owner defaults under the payment agreement, the account will immediately be turned over to the attorney without any further notice to the owner. The Association shall not be required to enter into a payment agreement with an owner who failed to honor the terms of a previous payment agreement during the 2 years following the owner's default under the previous payment agreement.

**E. PAYMENTS AND APPLICATION OF FUNDS**

Partial Payments

Partial payments will not prevent the accrual of interest on the unpaid portion of the assessment. Unless an owner is making a timely payment under a payment agreement as provided for herein, an owner will still be considered delinquent upon making a partial payment.

Owner Not In Default Under Payment Agreement

If at the time the Association receives a payment from an owner, the owner is not in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: any delinquent assessment, any current assessment, any attorneys' fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge which could provide the basis for foreclosure, any attorneys' fees incurred by the Association other than those described in the immediately foregoing category, any fines assessed by the Association (if applicable), and then to any other amount owed to the Association.

Owner In Default Under Payment Agreement

If at the time the Association receives a payment from an owner, the owner is in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: interest, attorneys' fees, and other costs of collection, and then to assessment reduction and fines (if applicable), satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority, or in such other manner or fashion or

order as the Association shall determine, in its sole discretion, provided however, in exercising its authority to change the order of priority in applying a payment, a fine assessed by the Association (if applicable) may not be given priority over any other amount owed to the Association.

**F. BANKRUPTCY**

In the event a delinquent owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interests in the pending bankruptcy action, including modifying any procedures hereunder as necessary or advisable. To the full extent permitted by the United States Bankruptcy Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the owner's assessment account.

**G. RETURNED CHECKS**

At the election of the Association, an owner will be charged a reasonable fee for any check returned by the bank, which fee will be charged to the owner's assessment account. A notice of the returned check and the fee will be sent to the owner by the Association's management company. If two or more of an owner's checks are returned unpaid by the bank within any one-year period, the Board may require that all of the owner's future payments for a period of two years be made by cashier's check or money order.

**H. OWNER'S AGENT OR REPRESENTATIVE**

If the owner expressly or impliedly indicates to the Association that the owner's interest in the property is being handled by an agent or representative, any notice from the Association to such agent or representative pursuant to the Collection Policy shall be deemed to be full and effective notice to the owner for all purposes.

## APPENDIX B

### RECORDS PRODUCTION/COPYING POLICY

**WHEREAS**, the Board of Directors (the "Board") of the Walnut Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community; and

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005 ("Section 209.005") thereto; and

**WHEREAS**, Section 209.005(i) of the Texas Property Code requires a property owners' association to adopt a records production and copying policy that prescribes the costs the association will charge for compilation, production and reproduction of information requested under Section 209 of the Texas Property Code; and

**WHEREAS**, the Board has determined that in connection with producing and copying records, it is appropriate for the Association to adopt a records production and copying policy; and

**WHEREAS**, the Bylaws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting at which at least a majority of the Directors were present and duly adopted the records production and copying policy described herein below (the "Records Production and Copying Policy").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Records Production and Copying Policy is effective upon recordation, and supersedes any guidelines or policy for records production and copying which may have previously been in effect. The Records Production and Copying Policy is as follows:

- I. Request for Books and Records:** Copies of the Association's books and records will be reasonably available to all Owners or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant ("Owner's Authorized Representative") upon proper request and at the Owner's expense. A proper request:
  - a. Must be sent by certified mail to the Association or the Association's authorized representative at the address as reflected in the Association's most recent management certificate as recorded in the Office of the County Clerk;

- b. Must be from an Owner or an Owner's Authorized Representative (herein, the Owner and the Owner's Authorized Representative being collectively called the "Requestor");
- c. Must contain sufficient detail to identify the books and records of the Association being requested (herein the "Requested Records"); and
- d. Must designate whether the Requestor is requesting to inspect the Requested Records or requesting to have the Association forward copies of Requested Records to the Requestor.

**II. Association's Response:** The Association shall respond to the Requestor's request in writing.

- a. **Request to Inspect:** Upon receipt of a proper request to inspect the Requested Records as outlined above, the Association will send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request, and provide dates and times during normal business hours that the Requested Records will be made available for inspection by the Requestor (to the extent the Requested Records are in the possession, custody or control of the Association and are not otherwise privileged and therefore protected from inspection). The Association and the Requestor shall arrange for a mutually agreeable time to conduct the inspection. If copies of the Requested Records are made at the inspection, the Association shall provide the Requestor with copies upon receipt of the cost thereof as described below.
- b. **Request for Copies:** If a request for copies of Requested Records is made, the Association shall send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request advising the Requestor of the date that the Requested Records will be made available, and the cost that must be received by the Association before the Requested Records will be provided. Upon receiving payment for the Requested Records, the Association will produce the Requested Records to the Requestor by sending the Requested Records to the Requestor by regular U.S. Mail at the Requestor's address shown in the request, or upon written request, the Requestor may pick up the Requested Records from the Association's management company. The Association may provide the Requested Records in hard copy, electronic format, or other format reasonable available to the Association
- c. **Additional Time:** If upon review of a proper request to inspect or copy documents, the Association determines it cannot comply with the request within ten (10) business days after receipt of the request by the Association, the Association shall send the Requestor a written notice (within such ten (10) business day period) that informs the Requestor that the Association is unable to produce the Requested Records on or before the tenth (10<sup>th</sup>) business day after the Association received the request and that the Requested Records will be produced for inspection, or copied and mailed (subject

to receipt of payment as set forth herein), as the case may be, on or before fifteen (15) business days from the date the notice is mailed to the Requestor.

**III. Costs:** The Association hereby adopts the following schedule of costs:

**a. Copies:**

- i. 10 cents per page for a regular 8.5" x 11" page
- ii. 50 cents per page for pages 11" x 17" or greater
- iii. Actual cost for specialty paper (color, photograph, map, etc.)
- iv. \$1.00 for each CD or audio cassette;
- v. \$3.00 for each DVD

**b. Labor:**

\$15.00 per hour for actual time to locate, compile, and produce the records for any copy request of 50 pages or more.

**c. Overhead**

20% of the total labor charge for any request of 50 pages or more.

**d. Materials**

Actual cost of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records.

**IV. Cost Reconciliation:** If the estimated cost provided to the Requestor is more or less than the actual cost of producing the Requested Records, the Association shall, within thirty (30) days after producing the Requested Records, submit to the Requestor, either an invoice for additional amounts owed or a refund of the overages paid by the Requestor. If the final invoice includes additional amounts due from the Requestor, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) day after the date the invoice is sent to the Requestor, may be added to the Owner's account as an assessment by the Association. If the estimated costs exceeded the final invoice amount, the Requestor is entitled to a refund, and the refund shall be issued to the Requestor not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Requestor.

## APPENDIX C

### DOCUMENT RETENTION POLICY

**WHEREAS**, the Board of Directors (the "Board") of the Walnut Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community; and

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005(m)") thereto; and

**WHEREAS**, Section 209.005(m) requires a property owners' association to retain certain documents for a prescribed period of time; and

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

**WHEREAS**, the Board has determined that in connection with retaining certain Association documents, and to provide a clear and definitive period of time to retain certain Association documents, it is appropriate for the Association to adopt a document retention policy; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting at which at least a majority of the Directors were present and duly adopted the document retention policy described herein below (the "Document Retention Policy").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Document Retention Policy is effective upon recordation and supersedes any guidelines for document retention which may have previously been in effect. The Document Retention Policy is as follows:

- I. **General Policy:** It is the policy of the Association to maintain a filing system appropriate for the daily use and long-term retention of Association's documents and records. The following list shall serve as a guideline and is not necessarily an exclusive list of all Association documents. Documents not listed below are not subject to retention. Upon expiration of the retention date, the applicable documents will be considered not maintained as a part of the Association books and records and are subject to destruction in a manner deemed appropriate by the Board.

- II. **Permanent Records:** The Association will maintain the following records as permanent records of the Association:
  - a. Certificate of Formation (or Articles of Incorporation) of the Association, and all amendments or supplements thereto;
  - b. Bylaws of the Association and all amendments or supplements thereto; and
  - c. Restrictive covenants, and all amendments or supplements thereto.
  
- III. **Seven Years:** The Association will maintain the following documents for a period of at least seven years from the date the document was created:
  - a. All financial books and records of the Association;
  - b. Minutes of the meetings of the members of the Association and meetings of the Board of Directors of the Association; and
  - c. The Association's tax returns and audit records.
  
- IV. **Five Years:** The Association will maintain the account records of current owners for a period of at least five years from the date the document was created.
  
- V. **Four Years:** The Association will maintain contracts with a term of one year or more for four years after the expiration of the contract term.

## **APPENDIX D**

### **SOLAR ENERGY DEVICES POLICY**

**WHEREAS**, the Board of Directors (the "Board") of the Walnut Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.010 ("Section 202.010") thereto; and

**WHEREAS**, Section 202.010 allows a property owners' association to adopt and enforce rules and regulations regarding solar energy devices; and

**WHEREAS**, the Board has determined that in connection with providing rules and regulations regarding solar energy devices, it is appropriate for the Association to adopt solar energy devices guidelines; and

**WHEREAS**, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting at which at least a majority of the Directors were present and duly adopted the solar energy devices guidelines described herein below (the "Solar Energy Devices Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Solar Energy Devices Guidelines are effective upon recordation in the Official Public Records of Fort Bend County, Texas, and supersede any guidelines regarding solar energy devices which may have previously been in effect for the Walnut Creek community. The Solar Energy Devices Guidelines are as follows:

As used herein, "Solar Energy Device" or "Solar Energy Devices" 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 and 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.

#### **CATEGORY I** ***(ROOF MOUNTED SOLAR ENERGY DEVICE)***

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be located to the rear one-half (1/2) of the lot, must not be visible from the frontage street or adjoining streets and must serve only improvements on the particular lot in which it is located unless an alternate location on the roof increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent. In such instance, the Solar Energy Device and any mast shall be placed in the least visible location where an acceptable level of annual energy production is still possible.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not extend above the roofline of the house or other structure upon which the Solar Energy Device is located.
- c. The slope of the Solar Energy Device and any brackets must conform to the slope of the roof and must have a top edge that is parallel to the roofline.

**CATEGORY 2**  
***(NON-ROOF MOUNTED SOLAR ENERGY DEVICE)***

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device not mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may not extend above the fence line.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may only be located in a fenced yard or patio owned and maintained by the owner.

**MINIMUM CONDITIONS**

In addition to the foregoing requirements, no Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall be erected, constructed, placed, or permitted to remain on any lot unless such installation strictly complies with the following minimum conditions:

- a. The proposed location of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be submitted to the Association's Architectural Control Committee for prior written approval. The Association's Architectural Control Committee reserves the right to withhold approval of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring, even if it complies with the Guidelines herein, if the placement constitutes a condition that substantially interferes with the use and enjoyment of land by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must not threaten the public health or safety as adjudicated by a court or violate the law as adjudicated by a court.
- c. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black tone commonly available in the market place and no advertising slogan, log, print or illustration shall be permitted upon the Solar Energy Device or any related mast, frame,

brackets, support structure, piping and wiring mast, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast.

- d. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not be constructed or placed or permitted to remain on any property owned or maintained by the Association.
- e. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions and as installed, must not void the manufacturer's warranty.

## APPENDIX E

### SHINGLES CRITERIA POLICY

**WHEREAS**, the Board of Directors (the "Board") of the Walnut Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

**WHEREAS**, Section 202.011 requires a property owners' association to allow certain types of shingles if certain criteria is met; and

**WHEREAS**, the Board has determined that in connection with providing criteria regarding certain types of shingles, it is appropriate for the Association to adopt the criteria described herein below; and

**WHEREAS**, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of Directors at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting at which at least a majority of the Directors were present and duly adopted the criteria described herein below (the "Shingle Criteria").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Shingle Criteria is effective upon recordation in the Official Public Records of Fort Bend County, Texas, and supersedes any criteria regarding the type of shingles described in the Shingle Criteria which may have previously been in effect for the Walnut Creek community. The Shingle Criteria is as follows:

Subject to the criteria set forth below, owners may install shingles (the "Acceptable Shingles") on the roof of the owner's dwelling and other improvements located upon the owner's property that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. Provided however, the Acceptable Shingles, when installed: (i) must resemble the shingles used or otherwise authorized for use on property in the Walnut Creek community; (ii) must be more durable than and of equal or superior quality to the shingles used or otherwise authorized for use on property in the Walnut Creek community; and (iii) must match the aesthetics of the properties surrounding the owner's property.

## APPENDIX F

### 209 (VIOLATIONS) HEARING POLICY

**WHEREAS**, the Board of Directors (the “Board”) of Walnut Creek Community Association, Inc., a Texas non-profit corporation (the “Association”) is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time encumbering the Walnut Creek community (the “Community”); and

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective September 1, 2021, to amend Subsection 209.007(a) and adding Subsections 209.007(f), 209.007(g), and 209.007(h) thereto (“Section 209.007”); and

**WHEREAS**, Section 209.007 allows owners to request a hearing before the Board of Directors (“209 Hearing”) concerning an alleged violation of the restrictive covenants; and

**WHEREAS**, the Board has determined that in connection with the adoption of guidelines concerning 209 Hearings, it is appropriate for the Association to adopt the guidelines described herein below; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting (the “Adoption Meeting”), at which at least a majority of the members of the Board were present and duly passed the guidelines described herein below (the “209 Hearing Guidelines”).

**NOW, THEREFORE**, to give notice of the matters set forth herein, the 209 Hearing Guidelines are effective upon recordation of this Certificate in the Official Public Records of Fort Bend County, and supplement any restrictive covenants, guidelines or policies regarding the 209 Hearing Guidelines which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the 209 Hearing Guidelines, in which case the terms in the 209 Hearing Guidelines will control. The 209 Hearing Guidelines are as follows:

- I. General. The 209 Hearing Guidelines set forth the general procedure for 209 Hearings if an owner is entitled to an opportunity to cure a violation and requests a hearing to discuss and verify facts concerning such violation. To the extent that there is any conflict between the 209 Hearing Guidelines and the Texas Property Code, the Texas Property Code will prevail. The 209 Hearing Guidelines are not meant to limit any rights under the Texas Property Code.
- II. Request for Hearing. If the owner is entitled to a hearing pursuant to Section 209.007, the owner may submit a written request for a 209 Hearing to discuss and verify facts

and attempt to resolve the matter at issue before the Board. The written request must be presented to the Association's then current Community manager.

- III. Notice of Hearing. Upon receipt of a written request for a 209 Hearing (if the owner is entitled to a hearing pursuant to Section 209.007), the Association shall notify the owner of the date, time, and place of the 209 Hearing not less than ten (10) days before the date of the 209 Hearing.
- IV. Evidence Package. Not later than ten (10) days before the 209 Hearing, the Association shall provide the owner with information related to the violation including, but not limited to, notices, photographs, communications, and other relevant evidence as determined solely by the Board that will be presented at the 209 Hearing.
- V. Hearing Procedure. A representative of the Association will present the Association's case to the owner. Thereafter, the owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the dispute. The 209 Hearing is not intended to be a trial or debate, subject to questioning or cross examination. Instead, each side will be entitled to present its facts to the other for the purpose of further review. After the 209 Hearing, the Board will consider the information presented by the owner and, upon further deliberation, will notify the owner, in writing, of its decision within a reasonable time period.
- VI. Temporary Restraining Order. The notice and hearing provisions of Section 209.006 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief.
- VII. Notice. Notice to the Association must be sent to the Association's then current Community manager. Notice to the owner may be sent to the owner by email. An email address provided by the owner or used in communications with the Association shall be sufficient.

## **APPENDIX G**

### **FLAG DISPLAY POLICY**

**WHEREAS**, the Board of Directors (the "Board") of Walnut Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

**WHEREAS**, Section 202.011 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the display of flags; and

**WHEREAS**, the Board has determined that in connection with providing reasonable rules and regulations regarding the display of flags, it is appropriate for the Association to adopt flag display guidelines; and

**WHEREAS**, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting at which at least a majority of the Directors were present and duly adopted the flag display guidelines described herein below (the "Flag Display Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Flag Display Guidelines are effective upon recordation in the Official Public Records of Fort Bend County, Texas, and supersede any guidelines regarding the display of flags which may have previously been in effect for the Walnut Creek community. The Flag Display Guidelines are as follows:

#### **CATEGORY 1**

##### ***(HOUSE OR GARAGE MOUNTED FLAGPOLES)***

Flagpoles six feet (6') in length or less must be mounted on the house or garage using a bracket manufactured for flagpoles. Flagpoles must be constructed of long-lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

## **CATEGORY 2**

### ***(IN-GROUND MOUNTED FLAGPOLES)***

Flagpoles longer than six (6') feet must be mounted in-ground. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve system that is designed to allow the easy removal and reinsertion of the pole. In-ground flagpoles must be in compliance with applicable easements, setbacks and ordinances. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Flagpoles may only be installed in front yards and within the established building lines.

If a flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flag must be installed. If a flag is only going to be displayed on specific holidays (as per the United States Flag Code (4 U.S.C. Section 1, *et. seq.*) (the "Flag Code") or less frequent than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.

The top of permanent in-ground flagpoles may not be taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag must be appropriate for the height of the flagpole, but in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on permanent in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on permanent in-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing and if this footing is visible, it must be screened with adequate landscaping.

### **MINIMUM CONDITIONS**

In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

- a. The proposed location of the flagpole must be submitted to the Association's Architectural Control Committee for prior written approval.
- b. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be displayed at any one (1) time.
- c. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Texas displayed in accordance with Chapter 3100, Texas Government Code; or (3) an official or replica flag of any branch of the United States armed forces. No other flags are allowed, including but not limited to school spirit flags.

- d. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or torn; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe; or if the paint is chipped or faded, it must be replaced, repaired or removed immediately.
- f. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole.
- g. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to applicable zoning ordinances, easements and setbacks of record) and manufacturer's instructions.
- h. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

## APPENDIX H

### STANDBY ELECTRIC GENERATOR POLICY

**WHEREAS**, the Board of Directors (the "Board") of Walnut Creek Community Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community (the "Community"); and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2015, to add Section 202.019 concerning Standby Electric Generators (herein defined); and

**WHEREAS**, Section 202.019 of the Texas Property Code defines Standby Electric Generators (herein "Standby Electric Generators") as a device that converts mechanical energy to electrical energy and is:

- (1) Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
- (2) Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
- (3) Connected to the main electrical panel of a residence by a manual or automatic transfer switch; and
- (4) Rated for a generating capacity of not less than seven kilowatts; and

**WHEREAS**, Section 202.019 of the Texas Property Code allows a property owners' association to adopt guidelines to regulate the operation and installation of Standby Electric Generators; and

**WHEREAS**, the Board has determined that it is appropriate for the Association to adopt guidelines regarding Standby Electric Generators; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting (the "Adoption Meeting"), at which at least a majority of the members of the Board were present and duly adopted guidelines regarding Standby Electric Generators described herein below (the "Standby Electric Generator Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Standby Electric Generator Guidelines are effective upon recordation in the Official Public Records, and supplement any restrictive covenants, guidelines or policies regarding Standby Electric Generators which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Standby Electric Generator Guidelines, in which case the terms in the

Standby Electric Generator Guidelines will control. The Standby Electric Generator Guidelines are as follows:

### **STANDBY ELECTRIC GENERATOR GUIDELINES**

1. Standby Electric Generators must be installed and maintained in compliance with the manufacturer's specification and applicable governmental health, safety, electrical, and building codes, laws and regulations.
2. All electrical, plumbing and fuel line connections must be installed only by licensed contractors.
3. All electrical connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes, laws and regulations.
4. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes, laws and regulations.
5. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes, laws and regulations.
6. Nonintegral Standby Electric Generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes, laws and regulations.
7. Standby Electric Generators and all electrical, plumbing and fuel lines shall be maintained in good condition by the owner of the lot upon which it is located.
8. Any deteriorated or unsafe component of a Standby Electric Generator, including electrical, plumbing or fuel lines, shall promptly be repaired, replaced or removed by the owner of the lot upon which it is located.
9. The Standby Electric Generator and related electrical, plumbing and fuel lines must serve only improvements on the particular lot in which they are located.
10. Periodic testing of a Standby Electric Generator consistent with the manufacturer's recommendation may only take place between the hours of 9:00 am to 7:00 pm.
11. Standby Electric Generators must be screened. The size, type and materials to be used must be submitted to the Association's Architectural Review Committee for approval if the Standby Electric Generator is:
  - a. Visible from the street faced by the dwelling;
  - b. Located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or
  - c. Located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.
12. The use of a Standby Electric Generator to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence is prohibited.
13. Standby Electric Generators and any related electrical, plumbing and fuel lines shall not be constructed or placed or permitted to remain on any property owned by the Association.

14. In addition to the foregoing requirements, no Standby Electric Generator and related electrical, plumbing and fuel lines shall be erected, constructed, placed or permitted to remain on any lot unless such installation strictly complies with the following location requirements (however, each location requirements shall not apply if it increases the cost of installation of the Standby Electric Generator by more than ten (10%) percent or increases the cost of installing and connecting the electric and fuel lines for the Standby Electric Generator by more than twenty (20%) percent):
  - a. To the extent feasible, the Standby Electric Generator and related electrical, plumbing and fuel lines shall be located in the backyard of the lot, behind the main dwelling and at least ten feet (10') from all property lines.
  - b. To the extent feasible, no Standby Electric Generator and related electrical, plumbing and fuel lines shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any lot.
15. If any provision of this section is determined by a Court to be invalid, the remainder of the provisions in this section shall remain in full force and effect.

## APPENDIX I

### RAINWATER HARVESTING SYSTEM POLICY

**WHEREAS**, the Board of Directors (the "Board") of the Walnut Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.007(d)(6) and 202.007(d)(7) (collectively "Section 202.007(d)") thereto; and

**WHEREAS**, Section 202.007(d) allows a property owners' association to adopt and enforce rules and regulations regarding rain barrel or rainwater harvesting systems (herein called "Rainwater Harvesting System" or "Rainwater Harvesting Systems"); and

**WHEREAS**, the Board has determined that in connection with providing rules and regulations regarding Rainwater Harvesting Systems, it is appropriate for the Association to adopt guidelines regarding Rainwater Harvesting Systems; and

**WHEREAS**, the By-Laws of the Association provides that a majority of the number of Directors shall constitute a quorum for the transaction of business and that the action of a majority of the Directors at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting at which at least a majority of the Directors were present and duly adopted guidelines regarding Rainwater Harvesting Systems described herein below (the "Rainwater Harvesting System Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Rainwater Harvesting System Guidelines are effective upon recordation of this Certificate in the Official Public Records of Fort Bend County, Texas, and supersede any guidelines regarding Rainwater Harvesting Systems which may have previously been in effect for the Walnut Creek community. The Rainwater Harvesting System Guidelines are as follows:

Rainwater Harvesting Systems and all related equipment shall not be erected, constructed, placed, or permitted to remain on any lot unless they strictly comply with the following minimum conditions:

- a. The Rainwater Harvesting System and any related equipment shall not be constructed or placed or permitted to remain on property owned by the Association or between the front of the property owner's home and an adjoining or adjacent street.

- b. The color of the Rainwater Harvesting System and related equipment must be consistent with the color scheme of the property owner's house.
- c. No advertising slogans, logo, printing or illustration shall be permitted upon the Rainwater Harvesting System or related equipment, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Rainwater Harvesting System or any related equipment.
- d. To the extent that the Rainwater Harvesting System and any related equipment is located on the side of the house or at any other location that is visible from a street, the size, type, and shielding of, and the materials used in the construction must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. Any Rainwater Harvesting System or related equipment installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

## APPENDIX J

### SWIMMING POOL ENCLOSURES POLICY

**WHEREAS**, the Board of Directors (the “Board”) of Walnut Creek Community Association, Inc., a Texas non-profit corporation (the “Association”) is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time encumbering the Walnut Creek community (the “Community”); and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2021, by adding Section 202.022 thereto (“Section 202.022”); and

**WHEREAS**, Section 202.022 provides that swimming pool enclosures (“Swimming Pool Enclosure”) means a fence that: (1) surrounds a water feature, including a swimming pool or spa; (2) consists of a transparent mesh or clear panels set in metal frames; (3) is not more than six feet in height; and (4) is designed to not be climbable.

**WHEREAS**, Section 202.022 requires a property owners’ association to allow Swimming Pool Enclosures, subject to certain guidelines and restrictions; and

**WHEREAS**, the Board has determined that in connection with the adoption of guidelines and restrictions on Swimming Pool Enclosures in the Community, it is appropriate for the Association to adopt the guidelines described hereinbelow; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting (the “Adoption Meeting”), at which at least a majority of the members of the Board were present and duly adopted the guidelines described herein below (the “Swimming Pool Enclosure Guidelines”).

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Swimming Pool Enclosure Guidelines are effective upon recordation of this Certificate in the Official Public Records of Fort Bend County, and supplement any restrictive covenants, guidelines or policies regarding the types of swimming pool enclosures described in any guidelines which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with any previously adopted swimming pool enclosure guidelines, in which case the terms of the Swimming Pool Enclosure Guidelines are as follows:

A Swimming Pool Enclosure may be installed around a water feature, including a swimming pool or spa, that is located on the owner’s property, under the following conditions:

1. The Swimming Pool Enclosure shall conform to applicable state or local safety requirements, shall not exceed six feet (6') in height, and shall not be below the minimum height required by law;
2. The Swimming Pool Enclosure shall be designed not to be climbable;
3. The property owner must apply for and obtain written approval from the Association's architectural reviewing body prior to installation of a Swimming Pool Enclosure. Applications must include details on the size, appearance, color, location and materials;
4. The Swimming Pool Enclosure must be kept in good repair;
5. The Association may prohibit any Swimming Pool Enclosure that is not in compliance with these Swimming Pool Enclosure Guidelines, and also may require the removal of the non-conforming Swimming Pool Enclosure and restoration of the property to its original condition prior to the installation; and
6. The Association's architectural reviewing body and the Association's Board, on any appeal of the Association's architectural reviewing body decision, have the absolute discretion to deny any Swimming Pool Enclosure that is not black in color and does not consist of transparent mesh or clear panels set in metal frames.

## APPENDIX K

### RELIGIOUS DISPLAY POLICY

**WHEREAS**, the Board of Directors (the “Board”) of Walnut Creek Community Association, Inc., a Texas non-profit corporation (the “Association”) is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time encumbering the Walnut Creek community (the “Community”); and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2021, to amend Section 202.018 (a) and (b) thereto (“Section 202.018”); and

**WHEREAS**, Section 202.018 requires a property owners’ association to allow religious displays motivated by the owner’s or resident’s sincere religious belief, subject to certain guidelines and restrictions; and

**WHEREAS**, the Board has determined that in connection with the adoption of guidelines and restrictions on religious displays in the Community, it is appropriate for the Association to adopt the guidelines described herein below; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting (the “Adoption Meeting”), at which at least a majority of the members of the Board were present and duly adopted the guidelines described herein below (the Religious Display Guidelines).

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Religious Display Guidelines are effective upon recordation of this Certificate in the Official Public Records of Fort Bend County, and supplement any restrictive covenants, guidelines or policies regarding the types of religious displays described in guidelines which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Religious Display Guidelines, in which case the terms in the Religious Display Guidelines will control. The Religious Display Guidelines are as follows:

An owner or resident may display or affix on the owner’s or resident’s property or dwelling one or more religious items, the display of which is motivated by the owner’s or resident’s sincere religious belief, subject to the following restrictions:

- a. The religious display must generally be harmonious with the Community and the improvements on the owner’s property and the size of the religious display must be reasonable in relation to its location.
- b. The display or affixing of a religious item on the owner’s or resident’s property or dwelling that threatens the public health or safety is prohibited.

- c. The display or affixing of a religious item on the owner's or resident's property or dwelling that violates a law other than a law prohibiting the display of religious speech is prohibited.
- d. The display or affixing of a religious item on the owner's or resident's property or dwelling that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content is prohibited.
- e. The display or affixing of a religious item on property owned or maintained by the Association is prohibited.
- f. The display or affixing of a religious item on property owned in common by members of the Association is prohibited.
- g. The display or affixing of a religious item on the owner's or resident's property or dwelling that violates any applicable building line, right-of-way, setback, or easement is prohibited.
- h. The display or affixing of a religious item to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture is prohibited.
- i. Religious displays that are not properly maintained or go into a state of disrepair are prohibited and must be promptly repaired, replaced or removed.
- j. Prior to installation of any religious display, or the affixing of a religious item on the owner's or resident's property or dwelling, the owner or resident must submit to the Association's architectural review body (the "Architectural Reviewing Body") plans and specifications, including dimensions, colors, material, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot of the proposed religious display and/or item. Owner must receive written approval from the Architectural Reviewing Body prior to installation. Notwithstanding the foregoing, for displays on any exterior door or door frame of the home that are 25 square inches or smaller (for example, and without limitation), no prior permission is required to place a cross or a mezuzah smaller than 25 square inches on the home's front door or door frame.
- k. Seasonal holiday decorations are not considered religious display items and therefore may be governed by other guidelines adopted by the Association.

## APPENDIX L

### SECURITY MEASURES POLICY

**WHEREAS**, the Board of Directors (the "Board") of Walnut Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Clerk of Fort Bend County, Texas, as said instrument has been or may be amended or supplemented from time to time, encumbering the Walnut Creek community (the "Community"); and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2021, to add Section 202.023 thereto ("Section 202.023"); and

**WHEREAS**, Section 202.023 requires a property owners' association to allow an owner the ability to build or install a security measure, such as a security camera, motion detector, or perimeter fence, subject to certain guidelines and restrictions; and

**WHEREAS**, the Board has determined that in connection with the adoption of guidelines and restrictions on security measures in the Community, it is appropriate for the Association to adopt the guidelines described herein below; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting (the "Adoption Meeting"), at which at least a majority of the members of the Board were present and duly adopted the guidelines described herein below (the "Security Measures Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the Security Measures Guidelines are effective upon recordation of this Certificate in the Official Public Records of Fort Bend County, and supplement any restrictive covenants, guidelines or policies regarding the types of security measures which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Security Measures Guidelines here, in which case the terms in this Security Measures Guidelines will control. The Security Measures Guidelines are as follows:

1. General. Owners may install or build security measures on their lot to deter criminal acts while adhering to and promoting the design, harmony and aesthetics of the Community. The Association will have the sole and absolute discretion in determining whether an item or improvement is a reasonable security measure.
2. Cameras/Motion Detectors. Owners may place cameras and motion detectors on their own lot for security measures, but not on the lot of any other owner, and not on any Association property. Cameras shall be used for the primary purpose of capturing images of the lot on which the camera is installed and shall not unreasonably interfere with the use and enjoyment of any neighbor's lot or Association property.

3. Perimeter fencing. Perimeter fencing is permitted by the Association as a security measure and must be ground-mounted on the boundary line of the owner's lot and installed in a contiguous manner around the entirety of the lot boundaries. Perimeter fencing shall not exceed six feet (6') in height or be lower than four feet (4') in height. A gate in a perimeter fence is for all purposes considered part of the fence. The Association may prohibit fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the Association's architectural review body. Perimeter fencing shall not consist of any barbed wire, razor wire, chain link, or vinyl. Electrically charged fencing is prohibited.
4. Plans and specifications. Prior to installation of any security measure, owners must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the association's architectural review body, and owners must receive prior written approval prior to installation of any security measures. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require the use of, or prohibit, specific materials, colors, and designs and may require a specific location(s) for the security measure. An owner who builds or installs a security measure must ensure that they are in compliance with all laws, ordinances and codes. An approval of an application for a security measure by the Association's architectural review body is not a guaranty of compliance with any laws, ordinances, codes or drainage requirements, and the owner assumes all risks, expenses and liabilities associated with safety measures built or installed, including, but not limited to, the city or county requiring the removal of perimeter fencing for any reason.
5. Maintenance. Any security measure built or installed shall be properly maintained, kept in good repair, and not go into a state of disrepair or become an eyesore.

## APPENDIX M

### STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Walnut Creek recorded in the Official Public Records of Fort Bend County, Texas, as the same may be amended from time to time.

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, “dedicatory instrument” means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted Rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the “***Governance Documents.***”

2. **Recordation of All Governing Documents.** The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governance Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Governing Documents.** The Association shall make all of the Governance Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association, or Managing Agent on behalf of the Association, maintains a publicly accessible website.

## APPENDIX N

### EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Walnut Creek recorded in the Official Public Records of Fort Bend County, Texas, as the same may be amended from time to time.

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration.** Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the Managing Agent.

3. **Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association Managing Agent from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

## APPENDIX O

### MEETING MEDIA POLICY

WHEREAS, Walnut Creek Community Association, Inc. (the "Association") is the governing entity for the Walnut Creek Subdivision, a subdivision in Fort Bend County, Texas, according to the maps or plats thereof (collectively referred to as the "Subdivision") and for which Subdivision a Declaration of Covenants, Conditions and Restrictions was recorded which imposed covenants, conditions and restrictions on the Subdivision, as amended, as more fully set forth therein; and

WHEREAS, the Association, which is governed by its Board of Directors (the "Board"), is the governing entity of Subdivision, which may, through the Board, enact the guidelines and regulations for the Association and Subdivision; and

WHEREAS, the Association is a private organization, comprised of members as outlined in the Declaration, which is governed by the elected Board which presides over Association meetings; and

WHEREAS, in order to facilitate orderly and productive meetings and protect the privacy of attendees, the Board desires to adopt a policy and resolution regarding the recording or broadcast of meetings or members in attendance at such meetings;

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code Section 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants; and

WHEREAS, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting (the "Adoption Meeting"), at which at least a majority of the members of the Board were present and duly adopted the policies described herein below (the "Meeting Media Policy").

NOW, THEREFORE, to give notice of the matters set forth herein, the Meeting Media Policy is effective upon recordation of this Certificate in the Official Public Records of Fort Bend County, and supplement any restrictive covenants, guidelines or policies regarding meeting media policy which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Meeting Media Policy here, in which case the terms in this Meeting Media Policy will control. The Meeting Media Policy is as follows

NOW, THEREFORE, the Meeting Media Policy shall apply to the operation of the Association and its Board and Committees.

1. Video or audio recording or broadcasting of meetings of the Board of Directors or Association Committees shall be prohibited, unless every person in attendance at such meeting consents to such recording.
2. Any person attempting to record or broadcast any meeting without obtaining the consent of all attendees will be requested to leave that meeting.
3. In the event a person refuses to cease any unauthorized recording or broadcasting and refuses to leave such meeting, the presiding officer at the meeting shall either adjourn such meeting into executive session or adjourn the meeting in its entirety.
4. Any person violating this Policy shall be asked to refrain from bringing any device capable of audio or video recording or broadcasting into any future meeting.
5. In the event a person that has previously violated this policy insists on bringing a device capable of audio or video recording or broadcasting into a future meeting, the presiding officer at the meeting may either adjourn such meeting into executive session or adjourn the meeting in its entirety.
6. With respect to meetings held within Common Areas of the Association, this policy constitutes Common Area Rules as authorized by the Bylaws and Declaration for the Subdivision and is subject to enforcement in the same manner as other rules governing the Common Areas, including suspension of the right to use Common Areas.
7. This policy does not apply to violation hearings requested by an Owner and hearings to appeal an Architectural Review decision.

## APPENDIX P

### ADVISORY COMMITTEE GUIDELINES

**WHEREAS**, Walnut Creek Community Association, Inc. (“Association”) is a Texas non-profit corporation that is governed by the Declaration of Covenants, Conditions and Restrictions for Walnut Creek, recorded under File No. 2007020558 in the real property records of Fort Bend County, Texas; and

**WHEREAS**, Article III, Section 10(g) of the Bylaws of Walnut Creek Community Association, Inc. (“Bylaws”) provides that the Board of Directors (“Board”) shall appoint such other committees as it deems appropriate in carrying out its purposes. All such other committees that are created or defined by the Board, or whose membership is appointed or elected by the Board, shall be Board Committees and shall be responsible to the Board, and all actions taken by such Board Committees shall be subject to the approval of the Board. No Board Committee shall have any authority vested in the Board. The terms of the Committees shall be as set by the Board; and

**WHEREAS**, the Board deems it to be in the best interest of the Association to form committees from time to time to encourage community participation, to access talents and expertise outside of the Board, and to seek more volunteers assisting in projects where the Association or the Board may have limited time and resources, and in furtherance of such interests, the Board deems it appropriate to adopt the Advisory Committee Guidelines; and

**WHEREAS**, Article III, Section 8 of the By-Laws provides that at all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business and that the votes of a majority of the directors present at a meeting of the Board at which a quorum is present shall constitute the decision of the Board; and

**WHEREAS**, the Board held a meeting (the “Adoption Meeting”), at which at least a majority of the directors of the Board were present and at which at least a majority of the directors present did duly approve of Advisory Committee Guidelines as set forth below.

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the directors of the Board were present and that at the Adoption Meeting, at least a majority of the directors of the Board present duly adopted the Advisory Committee Guidelines as set forth below, and such guideline shall be effective upon recordation of this document in the Real Property Records of Fort Bend County, Texas.

## **RESOLVED:**

### **ADVISORY COMMITTEE GUIDELINES**

1. The Advisory Committee shall act at the direction and pleasure of the Board.
2. The Advisory Committee and its members shall maintain confidentiality of any information or communication provided by the Board, including any information obtained through further research or investigation tasked by the Board or in connections with its duties. The duty of confidentiality shall survive the resignation or removal of any committee member or even the disbandment of any committee.
3. The Board may appoint and remove committee members as it deems appropriate.
4. The Board may seek the assistance of the Advisory Committee, including delegate tasks and responsibilities to the Advisory Committee, to assist in any matter that the Board would otherwise be authorized to do on its own.
5. The Board may take, but is not bound by, any recommendations made by the Advisory Committee.
6. Any action taken by the Advisory Committee is not an official act of the Board and is not binding on the Board or the Association and shall not be relied upon by Association members or residents.
7. The Advisory Committee and its members are not an agent in fact, or by law, of the Board or Association and have no legal binding authority.
8. The Advisory Committee and its members have no authority to enter into or negotiate any contracts.
9. The Advisory Committee and its members shall not post any matters related to its duties on social media.
10. The Advisory Committee and its members shall not communicate with, provide instructions or directives to, supervise or otherwise interfere with the Association's contractors.
11. The communications, documents, records, and information provided to or gathered by the Advisory Committee and its members are not the books and records of the Association and cannot be inspected by the members of the Association.

## **APPENDIX Q**

### **BOARD MEMBER CONDUCT POLICY**

WHEREAS, the Board of Directors (“Board”) of Walnut Creek Community Association, Inc., (“Association”) is charged with the responsibility of collecting assessments from owners of lots located within the community, enforcing the deed restrictions, protecting the values and amenities of the subdivision, and exercising for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership of other provisions as provided for in the Bylaws (“Bylaws”) and adopted by the Association and as authorized by the Declaration of Covenants, Conditions, and Restrictions recorded in the Office of the County Clerk of Fort Bend County, Texas, under Clerk’s File No. 2007020558 as it may have been and may be supplemented and amended from time to time (“Declaration”); and

WHEREAS, §22.221 of Texas Business Organizations Code provides general standards for board members/directors, and the Board finds it in the best interest of its members and the Association to adopt a Board Member Conduct Policy so that future board members are aware of best practices in discharging their duties that are in keeping with Texas law; and

WHEREAS, the Bylaws provides that a majority of the number of Directors shall constitute a quorum for the transaction of business; and

WHEREAS, the Board held a meeting at which a majority of Directors were present and duly passed the resolution described hereinbelow.

NOW, THEREFORE, in furtherance of their duties as an officer of the Association, the officer of the Association that signed this Policy Manual does hereby certify that at a duly constituted meeting of the Board at least a majority of the Directors of the Board were present and duly adopted the following policy:

General Standards for Board Members of Walnut Creek Community Association, Inc. (“Association”)

-A board member shall discharge his/her duties, including the duties as a committee member, in good faith, with ordinary care, and in a manner the board member reasonably believes to be in the best interest of the Association.

-Good Faith: honesty of purpose, freedom from intention to defraud, and being faithful to one’s duty or obligation.

-Ordinary Care: the degree of care that a person of ordinary prudence would exercise in the same or similar circumstances.

-Best Interest of the Association: directors shall make decisions they “reasonably” believe to be in the best interest of the association. Reasonableness is based on “objective” facts available to the director.

-As a board member, you will:

- Act in accordance with the laws and your governing documents;
- Protect the values and amenities of your subdivision, including Association property;
- Provide leadership to your community;
- Manage and operate the day-to-day affairs of your Association through the help of management, your attorneys, accountants and insurer;
- Establish policies for the Association;
- Enforce deed restrictions;
- Collect assessments;
- Review and familiarize yourself with all governing documents, including, but not limited to: Certificate of Formation, Bylaws, all Declaration of Covenants, Conditions and Restrictions, their amendments and supplements, Design Guidelines, policies and rules and regulations;
- Review meeting materials in advance of board meetings;
- Faithfully attend board meetings;
- Ask focused questions;
- Make informed, educated decisions;
- Exercise independent judgment and not just vote with majority because you have not thoughtfully considered the issue;
- Rely on appropriate and reliable sources of information, including your governing documents, the law, and the assistance of experts in the field, such as, but not limited to, management, your attorneys, accountants and insurer;
- Familiarize yourself with new legislation impacting community associations;
- Avoid conflict of interest or appearance of conflict of interest. This may require you to recuse yourself from a vote on a matter that others may deem you as having a conflict (e.g. Considering an appeal on an architectural application for an owner who is your best friend.)
- Majority decision should be honored and respected because it is the act and voice of the Board on a particular matter, and no board member should undermine the board voting process;
- Avoid losses;
- Avoid discussing Association matters on social media because it could expose the Association to liability;
- Act fairly and consistently and not in an arbitrary, capricious or discriminatory manner;
- Treat other board members and agents of the Association with respect and dignity; and
- Maintain information obtained as a board member in a respectful and confidential manner and not disclose such information, unless required by law and only after consulting management and legal counsel, even when the board member is no longer serving on the Association board of directors.

## **APPENDIX R**

### **FINING AND ENFORCEMENT POLICY AND PROCEDURES FOR VIOLATIONS OF THE GOVERNING DOCUMENTS OF ASSOCIATION**

**WHEREAS**, the Board of Directors (the ABoard@) of Walnut Creek Community Association, Inc., a Texas non-profit corporation (the AAssociation@) is charged with administering and enforcing the Declaration of Covenants, Conditions & Restrictions for Walnut Creek recorded in the Official Public Records of Fort Bend County, Texas (as may be supplemented and amended from time to time, the ADeclaration@) encumbering the Walnut Creek community (the ACommunity@); and

**WHEREAS**, the Declaration provides that the Association may levy fines for each act of violation or for each day a violation continues; and

**WHEREAS**, the Board desires to adopt rules and regulations regarding fining and enforcement procedures for violations of the governing documents of the Association and to set the amount of such fines; and

**WHEREAS**, Article III, Section 8 of the Bylaws of the Association provide that at meetings of the Board, a majority of the directors constitutes a quorum for the transaction of business and the acts of the majority of the directors present at a meeting of the Board at which a quorum is present are the acts of the Board; and

**WHEREAS**, the Board held a meeting (the AAdoption Meeting@), at which at least a majority of the directors were present and at least a majority of the directors present did duly pass the Fining and Enforcement Policy and Procedures for Violations of the Governing Documents described herein below (the AFining Policy@);

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being an officer of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the directors were present and that at the Adoption Meetings, at least a majority of the directors present duly adopted the Fining Policy. The Fining Policy is effective upon recordation of this Certificate in the Official Public Records of Fort Bend County, Texas, and will replace and supersede any fining and enforcement policies and/or procedures which may have been previously adopted by the Board. The Fining Policy is as follows:

1. **Violations.** An action may be initiated under this Fining Policy, as determined by the Board, in its sole and absolute discretion, when a violation of the Declaration or other governing documents is noted. The Association's management company is authorized to send the owner any or all notices described in this Fining Policy. A curable violation is a violation that typically occurs over a period of time (i.e., a maintenance violation). Uncurable violations typically occur at a specific point in time (i.e., a noise violation that is not ongoing or discharge of fireworks).
2. **Initial Notice.** The Association shall send one (1) or more notices (An Initial Notice@) by regular mail advising the owner of the violation and requesting that the violation be cured (if applicable). However, if the Association decides that the violation requires expedited handling, the Association is entitled to dispense with sending the owner any Initial Notice. All notices described in these this Fining Policy shall be sent to the owner at the owner's last known address, as shown on the records of the Association. Owners are responsible to inform the Association of their current address for notices.
3. **Certified Notice.**
  - a. If the violation is not cured pursuant to the Initial Notice (or if the Association has decided not to send any Initial Notice), the Association shall send a notice (the ACertified Notice@) to the owner by certified mail, return receipt requested, describing the violation and if the violation is of a curable nature (See examples of uncurable and curable violations set forth in Sections 209.006[h] and [i] of the Texas Property Code), demanding that the violation be cured.
  - b. The Certified Notice will inform the owner that the owner has a period of thirty (30) days from the date of the mailing of the Certified Notice to request a hearing before the Board regarding the violation pursuant to the Hearing Guidelines (herein so called) set forth herein.
  - c. For violations of a curative nature (See examples of uncurable and curable violations set forth in Sections 209.006[h] and [i] of the Texas Property Code) and which do not pose a threat to public health or safety as reasonably determined by the Board, the Certified Notice will: (i) allow the owner a reasonable period to cure the violation and avoid the Association levying a fine and/or pursuing legal action; and (ii) will inform the owner that if the violation is not cured and the owner does not request a hearing within thirty (30) days from the date of the mailing of the Certified Notice, the Association intends to levy a fine against the owner in an amount as provided for in this Fining Policy (and state such fine amount) and that the Association intends to examine pursuit of its other remedies.

- d. The Certified Notice will inform the owner that the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501, *et. seq.*), if the owner is serving on active military duty.

Notwithstanding the foregoing, if the Association has given the owner notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, or if the Association files a suit seeking expedited relief in the form of a temporary restraining order or a temporary injunction, the Association shall not be required to send the owner a Certified Notice.

4. **Hearing Guidelines.** These Hearing Guidelines set forth the general procedure for a hearing if an owner is entitled to an opportunity to cure a violation and timely requests a hearing to discuss and verify facts concerning such violation. To the extent that there is any conflict between these Hearing Guidelines and the Texas Property Code, the Texas Property Code will prevail. These Hearing Guidelines are not meant to limit any rights under the Texas Property Code.

- a. **Request for Hearing.** The owner has a period of thirty (30) days from the date of the mailing of the Certified Notice to submit a written request to the Association for a hearing to discuss and verify facts and attempt to resolve the matter in issue before the Board. The written request must be presented to the Association's then current Community manager.
- b. **Notice of Hearing.** Upon receipt of a timely written request for a hearing, the Association shall notify the owner of the date, time and place of the hearing not less than ten (10) days before the date of the hearing.
- c. **Evidence Package.** Not later than ten (10) days before the hearing, the Association shall provide the owner with information related to the violation including, but not limited to, notices, photographs, communications, and other relevant evidence as determined solely by the Board that will be presented at the hearing.
- d. **Hearing Procedure.** A representative of the Association will present the Association's case to the owner. Thereafter, the owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the dispute. The hearing is not intended to be a trial or debate, subject to questioning or cross examination. Instead, each side will be entitled to present its facts to the other for the purpose of further review. After the hearing, the Board will consider the information presented by the owner and, upon further deliberation, will notify the owner, in writing, of its decision within a reasonable time period.

- e. Temporary Restraining Order. The notice and hearing provisions set forth above do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief.
  - f. Notice. Notice from the owner to the Association requesting a hearing must be sent to the Association's then current Community manager. Notice to the owner from the Association regarding the hearing may be sent to the owner by email. An email address provided by the owner or used in communications with the Association shall be sufficient.
5. **Remedies.** If the owner does not make a written request for a hearing before the Board within the above-described thirty (30) day timeframe (and if the violation has not been cured if the violation is of a curative nature as described in Section 209.006[i] of the Texas Property Code), the Association may thereafter pursue its remedies. If a hearing is conducted pursuant to a proper request, the Association may pursue its remedies regarding an uncured violation after the conclusion of the hearing, unless the Association has made an agreement to the contrary. Such remedies include levying a fine and/or turning the matter over to an attorney for legal action. Even if the Association levies a fine against the owner, the Association reserves the right to turn the matter over to an attorney for legal action. If this becomes necessary, it is contemplated that the Association will instruct the attorney to pursue the Association's legal remedies, including filing suit.
6. **Fines and Costs.** The amount of the fine to be levied by the Association shall be pursuant to the attached *Schedule of Fines*. Fines will be assessed at a fixed, one-time amount for incurable violations and at a per day rate for curable violations. Incurable violations typically occur at a specific point in time (*i.e.*, a noise violation that is not ongoing). A curable violation is a violation that typically occurs over a period of time (*i.e.*, a maintenance violation). In addition to the fine, the Association may recover reasonable costs incurred by the Association pursuant to Section 204.010(a)(11) of the Texas Property Code.
7. **Charges to Owner's Account.** Any fines, attorneys' fees, and cost incurred by the Association as a result of a violation will be charged to an owner's account. Fines levied shall constitute a lien against the offending owner's property.
8. **Miscellaneous.** The Association will not send any notice to the owner in a situation in which the Association seeks expedited relief in the form of a temporary restraining order or a temporary injunction. In such situations, the Association reserves its rights to file suit and seek such relief from the court without any prior notice to the owner and/or occupant.

## SCHEDULE OF FINES

### AMOUNT OF FINES (CURABLE/UNCURABLE VIOLATIONS)

GENERAL CATEGORY OF VIOLATION (IF APPLICABLE)	AMOUNT OF FINE FOR CURABLE VIOLATIONS:	AMOUNT OF FINE FOR UNCURABLE VIOLATIONS:
1. Exterior Maintenance of Improvements	\$25.00/Day	\$100.00
2. Lawn Maintenance/Landscaping	\$25.00/Day	\$100.00
3. Trash/Unkempt Yard	\$25.00/Day	\$100.00
4. Fencing	\$25.00/Day	\$100.00
5. Unapproved Construction/Improvements	\$25.00/Day	\$100.00
6. After Hours Construction	\$25.00/Day	\$100.00
7. Nuisance	\$25.00/Day	\$100.00
8. Noise	\$25.00/Day	\$100.00
9. Leasing	\$25.00/Day	\$100.00
10. Vehicles/Parking	\$25.00/Day	\$100.00
11. Animals/Leash	\$25.00/Day	\$100.00
12. Signs/Flags/Exterior Displays	\$25.00/Day	\$100.00
13. Discharge of Fireworks	\$25.00/Day	\$100.00
14. Damage to Association Property	\$25.00/Day	\$100.00
15. Other	\$25.00/Day	\$100.00

**\* To the extent a violation falls within more than one (1) of the above General Category of Violation, the amount of the fine will be assessed at the higher General Category of Violation fine amount.**

**\*\* Fines for uncurable violations will be double the amount set forth above under “Amount of Fine for Uncurable Violations” for the second incident of the same violation fined and for any incident of the same violation fined beyond the second violation, the fine will be triple the amount of the amount set forth above under “Amount of Fine for Uncurable Violations”.**