

POLICIES, RULES and GUIDELINES

AFTER RECORDING RETURN TO:
Jessica Hernandez
Pulte Homes of Texas, L.P.
4800 Regent Boulevard, Suite 100
Irving, Texas 75063



201600059058
MISC 1/29

SPRING CREEK ESTATES

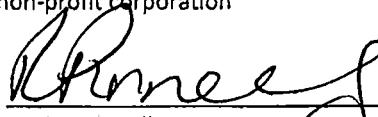
POLICY MANUAL

Garland Spring Creek Estates Homeowners' Association, Inc., a single-family community located in Dallas County, Texas (the "**Community**"), and is subject to the Declaration of Covenants, Conditions and Restrictions for Spring Creek Estates, recorded under Document No. 201400281992, Official Public Records of Dallas County, Texas, as it may be amended from time to time (the "**Declaration**"). Garland Spring Creek Estates Homeowners' Association, Inc., a Texas non-profit corporation (the "**Association**"), is the homeowners association established pursuant to the terms of the Declaration. This instrument (the "**Policy Manual**"), which is hereby adopted and approved by the Board of Directors of the Association (the "**Board**"): (1) causes previously unrecorded dedicatory instruments of the Association to be recorded as required by Section 202.006 of the Texas Property Code (the "**Code**"); and (2) sets forth certain policies and guidelines adopted by the Board in accordance with the requirements of applicable law and its authority under the Declaration, and causes such policies and guidelines to be recorded as required by Section 202.006 of the Code.

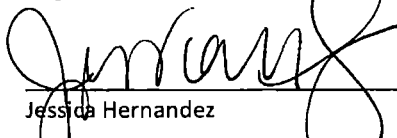
Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Declaration

Garland Spring Creek Estates Homeowners' Association, Inc.,
a Texas non-profit corporation

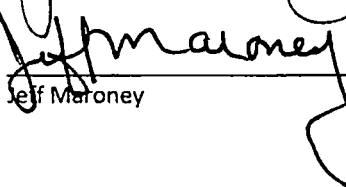
By:


Regina Pinnell

By:


Jessica Hernandez

By:


Jeff Maroney

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 15, 2016, by Regina Pinnell, member of the Board of Directors of Garland Spring Creek Estates Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(seal)

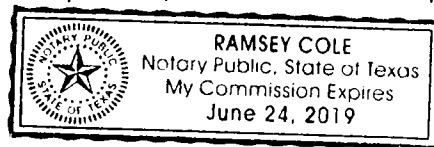



Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 15, 2016, by Jessica Hernandez, member of the Board of Directors of Garland Spring Creek Estates Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(seal)

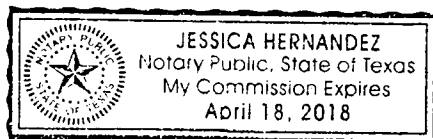


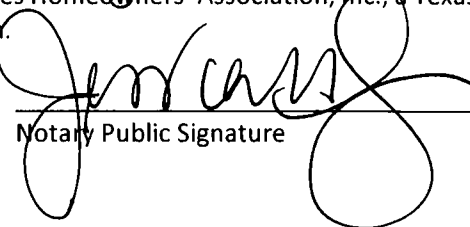

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 18, 2016, by Jeff Maroney, member of the Board of Directors of Garland Spring Creek Estates Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(seal)




Notary Public Signature

SPRING CREEK ESTATES

POLICY MANUAL

TABLE OF CONTENTS

<u>Document</u>	<u>Attachment No.</u>
FINE AND ENFORCEMENT POLICY	1
AMENDED AND RESTATED PAYMENT PLAN GUIDELINES AND APPLICATION OF PAYMENTS SCHEDULE	2
AMENDED AND RESTATED DOCUMENT RETENTION POLICY	3
AMENDED AND RESTATED RECORDS PRODUCTION AND COPYING POLICY	4
STATUTORY NOTICE OF POSTING AND RECORDATION OF DOCUMENTS	5
EMAIL REGISTRATION POLICY	6
POLICY REGARDING DISPLAY AND INSTALLATION OF FLAGS AND FLAGPOLES	7
POLICY REGARDING DISPLAY OF CERTAIN RELIGIOUS ITEMS	8
POLICY REGARDING INSTALLATION AND USE OF RAINWATER HARVESTING	9
POLICY REGARDING INSTALLATION AND USE OF SOLAR ENERGY DEVICES AND ENERGY EFFICIENT ROOFING MATERIALS	10
STANDBY ELECTRIC GENERATOR POLICY	11
ASSESSMENT COLLECTION POLICY	12

**RESOLUTION OF THE BOARD OF DIRECTORS
OF GARLAND SPRING CREEK ESTATES
Garland, Texas 75044**



201600357498

RESOLUTION 1/8

The Board of Directors of Garland Spring Creek Estates Homeowners Association, a Texas non-profit corporation (the "Association"), hereby certifies that the following are true, correct and complete resolutions of the Board of Directors of the Association duly adopted at the regularly called meeting of the Board of Directors on the November 3, 2016, and the same are now in full force and effect. The Association desires to record this resolution in the real property records of Dallas, County.

WHEREAS, in order to comply with Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of Garland Spring Creek Estates Homeowners Association, Inc. (the "Association") finds that there is need to establish orderly procedures for the enforcement of the restrictive covenants as set forth in the Declaration and for levying of fines relating to violations of the Declaration of Covenants, Conditions and Restrictions, Design Guidelines, and other governing rules and regulations as may be adopted, and

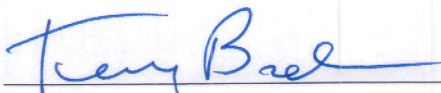
WHEREAS, Section 3.7(f) of the Bylaws authorizes the Board to "make, amend, and enforce policies, resolutions, rules and regulations governing the administration and operation of the Association, including but not limited to...fines and any and all other charges received from Owners";

NOW, THEREFORE, IT IS RESOLVED that the Board does hereby approve and adopt the attached Fine and Enforcement Policy ("Attachment 1") for the imposition of violation fines in the Association.

IT IS FURTHER RESOLVED that the attached Fine and Enforcement Policy ("Attachment 1") is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended by the Board of Directors. This policy replaces and supersedes any and all previously recorded fine and enforcement policies.

IT IS FURTHER RESOLVED that the agent of the Association is authorized to execute any and all documents necessary to carry out the intent of this Resolution.

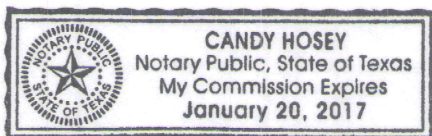
IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of November, 2016.

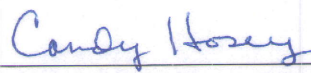


President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1st day of December, 2016, by Terry Brehm.





Notary Public, State of Texas

AFTER RECORDING RETURN TO: **24/7 Property Management**
P.O. Box 940934
Plano TX 75094

ATTACHMENT 1

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. FINE AND ENFORCEMENT POLICY

1. Background. Garland Spring Creek Estates is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Spring Creek Estates, recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time (the "Declaration"). In accordance with the Declaration, Garland Spring Creek Estates Homeowners' Association, Inc., a Texas non-profit corporation (the "Association") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Policy Manual, and any rules and regulations promulgated by the Association pursuant to the Declaration, as each may be adopted and amended from time to time (collectively, the "Restrictions"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped. See attached Schedule of Fines.
5. Violation Notice. Except as set forth in Section 5(c) below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items:

- (1) the date the Violation Notice is prepared or mailed;
- (2) the date the violation was observed;
- (3) a description of the violation or property damage that is the basis for the specific assessment (pursuant to Section 4.7 of the Declaration), suspension action, or other charge;
- (4) a reference to the rule or provision that is being violated;
- (5) a description of the action required to cure the violation;
- (6) a 20-day timeframe in which the violation is required to be cured to avoid the fine or suspension;
- (7) the amount of the possible fine;
- (8) a statement that no later than the twentieth (20th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 2.09.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner (that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and
- (9) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. app. section et seq.), if the Owner is serving on active military duty.

The Violation Notice sent out pursuant to this paragraph is further subject to the following:

- a. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1)-(7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the Schedule of Fines may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
 - b. Incurable Violation/Violation of Public Health or Safety. If the violation is of an incurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (4), (6), (7), and (8) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the Schedule of Fines.
 - c. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the Schedule of Fines. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
6. Correction, Elimination, and/or Remediation of Violations. If a Violation (other than recurring violations that are temporary in nature) is corrected, eliminated, or otherwise remedied within twenty (20) days after the Owner's receipt of the Notice of Violation, a fine will not be assessed and no further action will be taken. The Owner may, on or before twenty (20) days from the receipt of the

Notice of Violation, deliver to the Association a written request for a hearing. If a Violation is not corrected, eliminated, or otherwise remediated within the time period specified in the Notice of Violation, or if a written request for a hearing is not submitted on or before twenty (20) days from the receipt of the Notice of Violation, the sanctions described in the Notice of Violation may be imposed and any attorney's fees and costs may be charged to the Owner and a lien placed upon the Owner's property. In the event that sanctions are imposed as stated in the Notice of Violation because the Violation was not corrected, eliminated, or otherwise remediated in the time period specified, the Notice of Violation shall provide notice to the Owner that the Owner may pay the sanctions under an installment payment plan not to exceed 12 months pursuant to the Payment Plan Guidelines adopted by the Association. A Notice of Violation need not be sent if the alleged violator has previously received a Notice of Violation relating to a same Violation within twenty (20) days of the occurrence of the current Violation and was given a reasonable opportunity to cure the Violation. If the alleged violator was given notice and an opportunity to cure the same Violation within the previous twenty (20) days, the Association may impose sanctions as authorized by the Declaration and/or this Fine and Enforcement Policy without additional notice to the Owner.

7. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.
8. Due Date. Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.
9. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 4.9 of the Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association

pursuant to Section 4.12 of the Declaration. Unless otherwise provided in the Declaration, the fine and/or damage charge will be considered an assessment for the purpose of this Fine and Enforcement Policy and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article IV of the Declaration.

10. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
11. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
12. Notices. Unless otherwise provided in this Fine and Enforcement Policy, all notices required by this Fine and Enforcement Policy shall be in writing and shall be deemed to have been duly given if sent in accordance with this Fine and Enforcement Policy.
 - a. Where the notice is directed by certified mail, notice shall be deemed to have been given on the date set forth in the notice and shall be deemed to have been received at the address of the recipient as designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the last known address of the recipient, as of the third calendar day following the date set forth in the notice;
 - b. Where a day required for an action to be taken or a notice to be given, sent, delivered, or received, as the case may be, falls on a Saturday, Sunday, or legal holiday, the required date for the action or notice will be extended to the first day following which is not a Saturday, Sunday, or legal holiday.
 - c. Where the Board of Directors has actual knowledge that such situation exists, any action to be taken pursuant to this Fine and Enforcement Policy that would directly affect the property of a third party or would be the responsibility of a party other than the Owner (e.g., tenants' parking, tenants' maintaining property, etc.), notices required under this Fine and Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notices sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board of Directors shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.
 - d. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice of such representative's or agent's capacity, communication from the Association pursuant to this Fine and Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.
 - e. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Fine and Enforcement Policy, such Owner shall remain personally liable for all fines and costs levied under this Fine and Enforcement Policy. As soon as practical after receipt by the Association of a notice of change in the record title to a Lot which is the subject of enforcement proceedings under this Fine and Enforcement Policy, the Board of Directors may begin enforcement proceedings against the new Owner in accordance with this Fine and Enforcement Policy. The new Owner shall be personally liable for all fines and costs levied under this Fine and Enforcement Policy, which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Fine and Enforcement Policy.
13. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES¹

New Violations and Repeat Violations	Fine Amount: \$50.00 • Fine may be avoided if Owner cures the violation within the time frame specified in the Violation Notice. • Fine shall increase in \$25.00 increments for each violation not cured within 20 days or which reoccur in the 20-day period after receipt of a Notice of Violation • Imposition of fines will be in addition to and not exclusive of any other rights, remedies, and recoveries of the Association as created by the Declaration, this Fine and Enforcement Policy, or Texas law • Fines are imposed against Lots and become the personal obligation of the Owners of such lots.
Continuous Violation	Amount TBD

¹ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A
HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction

Hearing Officer

The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts

Hearing Officer

This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his or her presentation, the Owner or Its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion

Hearing Officer

This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution

Hearing Officer.

This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may; (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 2

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. AMENDED AND RESTATED PAYMENT PLAN GUIDELINES AND APPLICATION OF PAYMENTS SCHEDULE

Payment Plan Guidelines

1. A member of the Association who is delinquent in the payment of any regular or special assessments or any other amounts owed to the Association (collectively, "**Delinquent Payments**") shall be entitled to enter into a payment plan with the Association providing for an alternative payment schedule by which the member may make partial payments to the Association for Delinquent Payments (each, a "**Payment Plan**"). Each such Payment Plan shall be in accordance with terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Texas Property Code (the "**Code**"). Notwithstanding the foregoing or any provision herein to the contrary, the Board of Directors of the Association, in its discretion, may elect: (a) not to allow a Payment Plan for any Member who has failed to honor the terms of a previous payment plan with the Association during the two (2) years following the Member's default under the previous Payment Plan, (b) not to allow a Payment Plan after the period of cure set forth in the Violation Notice and delivered pursuant to the Fine and Enforcement Policy has expired, and (c) not to allow a Payment Plan for any Member who has already entered into a Payment Plan with the Association within the same 12-month period.

2. There shall be three (3) Payment Plans available as follows:

(a) Members owing Delinquent Payments to the Association totaling \$600 or less shall be entitled to pay all Delinquent Payments and any "Payment Plan Administrative Charges" (as defined below) owed in equal monthly installments over a period of six (6) months.

(b) Members owing Delinquent Payments to the Association totaling \$601-\$1200 shall be entitled to pay all Delinquent Payments and any "Payment Plan Administrative Charges" owed in equal monthly installments over a period of twelve (12) months.

(c) Members owing Delinquent Payments to the Association totaling \$1201 or more shall be entitled to pay all Delinquent Payments and any "Payment Plan Administrative Charges" owed in equal monthly installments over a period of eighteen (18) months.

3. Under any Payment Plan, in addition to the Delinquent Payments due and payable thereunder, the Association shall also be entitled to recover all interest due and payable on the member's Delinquent Payments (which interest shall continue to accrue on all Delinquent Payments in accordance with applicable provisions of the Association's governing documents), as well as the Association's reasonable costs associated with administering the Payment Plan (collectively, the "**Payment Plan Administrative Charges**").

4. Each Payment Plan shall be evidenced in writing by an agreement executed by both the member and an authorized representative of the Association. Such writing shall specify the total amount of Delinquent Payments owed, the total amount of Payment Plan Administrative Charges, and the period of repayment under the Payment Plan.

5. Each payment due under any Payment Plan shall be due on or before the first (1st) day of each month during the pendency of the Payment Plan.

6. Any payment made pursuant to a Payment Plan which is returned for insufficient funds, and any payment which is received after the due day thereof, shall constitute a material breach of the Payment Plan, in which event the Payment Plan shall terminate, and all unpaid amounts subject to the Payment Plan shall immediately become due and payable in full.

Application of Payments Schedule

In accordance with the terms of Section 209.0063 of the Code, except for payments made to the Association by members who are in default under a Payment Plan with the Association, a payment received by the Association from a member shall be applied to the member's debt in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that are not subject to subparagraph (3); (5) any fines assessed by the Association; and (6) any other amount owed to the Association.

Any payments received by the Association from a member of the Association who is in default under a Payment Plan with the Association shall be applied to the member's debt in the following alternative order of priority: (1) any attorney's fees or third party collection costs incurred by the Association in connection with collection of the member's debt; (2) any other fees and expenses reimbursable to the Association in connection with collection of the member's debt; (3) late charges and interest due by the member; (4) any delinquent assessment; (5) any current assessment; (6) any other amount owed to the Association (excluding fines); and (7) any fines assessed by the Association.

Amendment of Policy.

This policy may be amended from time to time by the Board.

AMENDED AND RESTATED

This Amended and Restated Payment Plan Guidelines and Applications of Payment Schedule supersedes and replaces any prior Payment Plan Guidelines and Application of Payment Schedule.

ATTACHMENT 3

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. AMENDED AND RESTATED DOCUMENT RETENTION POLICY

SECTION 1 **Introduction**

1.1 Scope

This Document Retention and Destruction Policy (this "**Policy**") applies to the Garland Spring Creek Estates Homeowners' Association, Inc., a Texas nonprofit corporation (the "**Association**"), and, with respect to the books and records of the Association, the Association's manager (the "**Manager**"), employees and Board of Directors (the "**Board**").

Documents maintained by the Association's legal counsel are not subject to this Policy.

1.2 Purpose

This Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's books, records and other documents and to ensure that the Association adheres to legal and business requirements in an efficient and cost-effective manner. For purposes of this Policy, the term "**Documents**" means any documentary material which is generated or received by the Association in connection with transacting its business or is related to the Association's legal obligations. Documents include, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM.

1.3 Policy

- A. It is the Association's policy to maintain complete and accurate originals or copies of all Documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Policy.
- B. Documents that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.
- C. Unless otherwise directed by legal counsel, Documents may be scanned and maintained in an electronic format.
- D. Manager, or in the event there is no Manager, the Secretary of the Association, is responsible for ensuring that Documents are identified, retained, stored, protected and subsequently disposed of, in accordance with this Policy.

1.4 Board Members

The Association does not require Board members to maintain any Documents that were generated by the Association. However, if a Board member receives Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board members must send such Documents to the Manager to be maintained in the Association's records. When a Board member ceases to be a Board member, such Board member shall turn over to the Manager or

Secretary of the Association, all Documents and files relating to the business of the Association, which are not otherwise in the Association's records.

1.5 Annual Purge of Files

Manager shall conduct an annual purge of files. The annual purge of files is to be conducted during the first quarter of each calendar year.

1.6 Destruction Procedure

If Documents to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, Documents may be placed in a trash receptacle. If Documents to be destroyed are not of public record and contain information known to be confidential information of the Association or any Member of the Association, they should only be recycled if such recycling process is reasonably expected to maintain the confidentiality of such information; otherwise, such Documents should be destroyed in a manner that ensures the information contained therein remains confidential.

1.7 Miscellaneous

Copies of any Document may be destroyed, provided that an original or copy is maintained in the Association's records or is otherwise not required to be maintained pursuant to this Policy.

1.8 Onset of Litigation

At the onset of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. At the direction of legal counsel, Manager will advise the Board, and any other person who may be in possession of Documents, of the matter and instruct them that all Documents potentially relevant to such litigation must not be destroyed. At the conclusion of the litigation, as determined by legal counsel, the "hold" period will cease and the retention time periods otherwise provided in this Policy will apply.

SECTION 2
Document Retention Periods

Set forth below is a chart detailing the required retention periods for Documents. Documents are grouped into five functional categories as set forth below. For purposes of this Policy, the term "Permanent" means that the retention period for that Document is for the life of the Association, and the term "Termination" means expiration of the term of the applicable Document. For example: "Termination + 4 years" means four (4) years beyond expiration of the term of such Document.

1.	<u>Accounting Records</u>	<u>Retention Period</u>
	Audit Reports	Permanent
	Chart of Accounts	Permanent
	Fixed Asset Purchases	Permanent
	General Ledger	Permanent
	Accounts Payable	7 yrs
	Account Receivable	7 yrs
	Expense Records	7 yrs
	Financial Statements (Annual)	7 yrs
	Inventory Records	7 yrs
	Loan Payment Schedules	7 yrs

	Tax Returns	7 yrs
2.	<u>Bank Records</u>	<u>Retention Period</u>
	Bank Reconciliations	7 Yrs
	Bank Statements	7 Yrs
	Cancelled Checks	7 Yrs
	Electronic Payment Records	7 Yrs
3.	<u>Governing Documents and Corporate Records</u>	<u>Retention Period</u>
	Articles of Incorporation/Certificate of Formation, Bylaws, Declaration and other Restrictive Covenants, including any amendments	Permanent
	Rules and Regulations	Permanent
	Policies and Guidelines	Permanent
	Record of Actions of Board or Members taken by Written Ballot or Written Consent in Lieu of a Meeting	Permanent
	Record Meeting Notice Waivers	Permanent
	Business Licenses	Permanent
	Contracts with term of more than one year – Major	Permanent
	Contracts with term of more than one year – Minor	Termination + 4 Yrs
	Correspondence from Legal Counsel	Permanent
	Leases/Mortgages	Permanent
	Board Minutes and Resolutions	7 Yrs
	Committee Minutes	7 Yrs
	Member Meeting Minutes	7 Yrs
	Insurance Policies	Termination + 4 Yrs
	Account Records of Current Association Members	5 Yrs
4.	<u>Employee Records</u>	<u>Retention Period</u>
	Benefit Plans	Permanent
	Pension/Profit Sharing Plans	Permanent
	Employee Files (ex-employees)	7 Yrs
	Employment Taxes	7 Yrs
	Payroll Records	7 Yrs
	Employment Applications, Resumes, Ads, or Notices for Job Opportunities	3 Yrs
5.	<u>Real Property Records</u>	<u>Retention Period</u>
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Real Estate Purchases	Permanent
	Lease Payment Records	7 Yrs

Amendment of Policy.

This policy may be amended from time to time by the Board.

AMENDED AND RESTATED

This Amended and Restated Document Retention Policy supersedes and replaces any prior Document Retention Policy.

ATTACHMENT 4

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. AMENDED AND RESTATED RECORDS PRODUCTION AND COPYING POLICY

1. **Member Responsibility for Records Production and Copying Charges.** Upon receipt of a proper request for information, by a proper party pursuant to Section 209.005(c) of the Texas Property Code (the "Code"), the Association shall make the records described by Section 209.005 of the Code available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Section 209.005 of the Code, including the withholding of certain information described therein. A member of the Association who requests any items from the Association in accordance with the terms of Section 209.005 of the Code shall be responsible for the costs, expenses and charges of the Association incurred in responding to such request in accordance with the terms of this Records Production and Copying Policy. The Association may, but shall not be required to, require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. Reconciliation of any advance payment of estimated costs to actual costs shall be made in accordance with the procedures set forth in Section 209.005 of the Code.

2. **Personal Information.** In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files.

3. **Copy Charges.**

(a) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(b) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- | | | |
|-----|-----------------|--------------|
| (1) | diskette: | \$1.00; |
| (2) | magnetic tape: | actual cost; |
| (3) | data cartridge: | actual cost; |
| (4) | tape cartridge: | actual cost; |
| (5) | CD: | \$1.00; |
| (6) | DVD: | \$3.00; |

(7)	JAZ drive:	actual cost;
(8)	other electronic media:	actual cost;
(9)	VHS video cassette:	\$2.50;
(10)	audio cassette:	\$1.00;
(11)	oversize paper copy:	\$.50;
(12)	specialty paper:	actual cost.

4. **Labor Charges.** The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge will not be billed for a request that is less than 50 pages, unless the requested documents are located in two (2) or more separate buildings that are not physically connected with each other, or a remote storage facility. For the purposes of this paragraph, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

5. **Overhead Charge.** Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless otherwise permitted by Texas Government Code, §552.261(a).

6. **Remote Document Retrieval Charge.** If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge may be charged as provided above.

7. **Miscellaneous Supplies.** The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

8. **Postal and Shipping Charges.** The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party

9. **Amendment of Policy.** This policy may be amended from time to time by the Board.

10. **Amended and Restated.** This Amended and Restated Records Production and Copying Policy supersedes and replaces any prior Records Production and Copying Policy.

ATTACHMENT 5

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.
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 Spring Creek Estates** Recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

1. **Dedictory Instruments.** As set forth in Texas Property Code Section 202.001, "dedictory 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 **"Governing 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 Governing 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 Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association, or a management company on behalf of the Association, maintains a publicly accessible website.
4. **Amendment of Policy.** This policy may be amended from time to time by the Board.

ATTACHMENT 6

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. 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 Spring Creek Estates Recorded in the Official Public Records of Dallas 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 community manager.

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 manager from an email address or by any method other than the method described in 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.

ATTACHMENT 7

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. POLICY REGARDING DISPLAY AND INSTALLATION OF FLAGS AND FLAGPOLES

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 Spring Creek Estates Recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

The purpose of this policy is to set forth certain requirements with which owners and residents must comply concerning any flags or flagpoles installed by them. To the extent that any provisions of this policy are held to be invalid, illegal, unenforceable or in conflict with any provision of applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

An owner or resident wishing to install (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces (collectively, the "Permitted Flags") need not secure approval by the architectural review authority established under the Declaration (the "Architectural Reviewer"), provided that such owner or resident fully complies with all of the requirements set forth herein. An owner or resident wishing to install any flag other than a Permitted Flag, or to install a flag or flagpole, including a Permitted Flag, in a manner which deviates from the requirements set forth herein, may not do so unless and until the owner or resident has secured the prior written approval of the Architectural Reviewer. Except as otherwise approved in writing by the Architectural Reviewer, the following requirements shall apply with respect to the installation of flags and flagpoles by owners and residents:

(1) Flags and flagpoles may be installed by an owner or resident only on the owner's Lot or other property owned or exclusively controlled by such owner or resident.

(2) No more than one (1) flagpole may be installed per owner/resident, which flagpole shall not exceed twenty feet (20') in height nor five feet (5') in length.

(3) No flag displayed on any flagpole may be more than three feet (3') in height by five feet (5') in width (3'x5').

(4) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.

(5) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.

(6) The display of a flag, or the location and construction of the supporting flagpole, must comply with all applicable zoning ordinances, easements and setbacks of record.

(7) A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed.

(8) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property.

(9) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

This policy may be amended from time to time by the Board.

ATTACHMENT 8

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.
POLICY REGARDING DISPLAY OF CERTAIN RELIGIOUS ITEMS

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 Spring Creek Estates Recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

The purpose of this policy is to set forth certain requirements with which owners and residents must comply concerning religious items displayed or affixed by the owner or resident to the entry to the owner's or resident's dwelling. To the extent that any provisions of this policy are held to be invalid, illegal, unenforceable or in conflict with any provision of applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

An owner or resident is permitted to display or affix to the entry door or door frame of the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief (collectively, "Religious Displays").

Except as otherwise approved in writing by the architectural review authority established under the Declaration, the requirements set forth below shall apply with respect to Religious Displays.

(1) The following Religious Displays shall be prohibited:

(a) a Religious Display which violates applicable law, contains language, graphics, or any display that is patently offensive to a passerby;

(b) a Religious Display which, in the reasonable opinion of the Association's Board of Directors, or any property manager or other third-party acting by or on behalf of the Association, threatens the public health or safety;

(c) a Religious Display which is installed in a location other than the entry door or door frame or which extends past the outer edge of the door frame of the owner's or resident's dwelling; or

(d) a Religious Display which, individually or in combination with each other Religious Display displayed or affixed to the entry door or door frame of the owner's or resident's dwelling, has a total size of greater than twenty-five (25) square inches.

(2) Nothing in this policy may be construed in any manner to authorize an owner or resident to use a material or color for the entry door or door frame of the owner's dwelling, or make an alteration to the entry door or door frame, that is not otherwise permitted pursuant to the Association's governing documents.

(3) The Association shall be permitted to remove any Religious Display which is in violation of the terms and provisions of this policy.

This policy may be amended from time to time by the Board.

ATTACHMENT 9

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. POLICY REGARDING INSTALLATION AND USE OF RAINWATER HARVESTING SYSTEMS

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 Spring Creek Estates Recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

The purpose of this policy is to set forth certain requirements with which owners and residents must comply concerning installation and use of rain barrels and rainwater harvesting systems and any related appurtenances (collectively, "Rainwater Systems") on any property owned or exclusively controlled by an owner or resident. To the extent that any provisions of this policy are held to be invalid, illegal, unenforceable or in conflict with any provision of applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Except as otherwise approved in writing by the architectural review authority established under the Declaration (the "Architectural Reviewer"), the following Rainwater Systems shall be prohibited:

- (1) a Rainwater System installed in or on any property owned by the Association or any property owned in common by the members of the Association;
- (2) a Rainwater System located between the front of the owner or resident's home and an adjoining or adjacent street;
- (3) a Rainwater System that is of a color other than a color consistent with the color scheme of the owner's or resident's home; or
- (4) a Rainwater System that displays any language or other content that is not typically displayed by such Rainwater System as it is manufactured.

The prior written approval of the Architectural Review shall be required for an owner or resident to install any Rainwater System on the side of the owner's or resident's house, or at any other location that is visible from a street, another owner's or resident's property, or a common area (each, a "Visible Rainwater System"). In considering any Visible Rainwater System for approval, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Visible Rainwater System; provided, however, that in no event may the Architectural Reviewer prohibit the economic installation of a Visible Rainwater System if there is reasonably sufficient area on the owner's or resident's property in which to install the Visible Rainwater System.

This policy may be amended from time to time by the Board.

ATTACHMENT 10

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. POLICY REGARDING INSTALLATION AND USE OF SOLAR ENERGY DEVICES AND ENERGY EFFICIENT ROOFING MATERIALS

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 Spring Creek Estates Recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

The purpose of this policy is to set forth certain requirements with which owners and residents must comply concerning installation and use of "Solar Energy Devices" and "Energy Efficient Roofing Materials," as each such term is defined below. To the extent that any provisions of this policy are held to be invalid, illegal, unenforceable or in conflict with any provision of applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

For purposes of this policy: (i) a Solar Energy Device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy, 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; and (ii) Energy Efficient Roofing Materials, for purposes of this policy, means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

SOLAR ENERGY DEVICES

The prior written approval of the architectural review authority established under the Declaration (the "Architectural Reviewer") shall be required for an owner or resident to install any Solar Energy Device. Any application to the Architectural Reviewer for installation of a Solar Energy Device must state the proposed installation location of the Solar Energy Device and include a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction, together with such other information as the Architectural Reviewer may reasonably request. The Architectural Reviewer must act provide its decision regarding the proposed installation within a reasonable period or within the period specified in the Declaration or other applicable governing document. The Architectural Reviewer may not withhold approval for installation of a Solar Energy Device **UNLESS** the Architectural Reviewer makes a determination that placement of the Solar Energy Device will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The foregoing right of the Architectural Reviewer to make such a determination is negated if all owners of property immediately adjacent to the owner/applicant provide written approval of the proposed placement.

Without limitation on the foregoing, except as otherwise approved in writing by the Architectural Reviewer, the Solar Energy Devices set forth below shall be prohibited.

- (1) A Solar Energy Device that, as adjudicated by a court, threatens the public health or safety, violates a law.
- (2) A Solar Energy Device that is located on property owned or maintained by the Association.
- (3) A Solar Energy Device that is located on property owned in common by the members of the Association.
- (4) A Solar Energy Device that is located in an area on the owner's or resident's property other than (a) on the roof of the home or of another structure allowed under the Declaration and/or the

governing documents of the community; or (b) in a fenced yard or patio owned and maintained by the owner or resident.

(5) A Solar Energy Device, if mounted on the roof of the home, that (a) extends higher than or beyond the roofline or (b) is located in an area other than an area designated by the Architectural Reviewer, unless the alternate location increases the estimated annual energy production of the Solar Energy Device by more than ten percent (10%) above the energy production of the Solar Energy Device if located in an area designated by the Architectural Reviewer (such determination to be made by using a publicly available modeling tool provided by the National Renewable Energy Laboratory).

(6) A Solar Energy Device that does not conform to the slope of the roof and has a top edge that is not parallel to the roofline.

(7) A Solar Energy Device that has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.

(8) A Solar Energy Device, if located in a fenced yard or patio, that is taller than the fence line.

(9) A Solar Energy Device that, as installed, voids material warranties.

ENERGY EFFICIENT ROOFING MATERIALS

While an owner or resident desiring to install Energy Efficient Roofing Materials will be required to comply with all applicable architectural review procedures set forth in the Declaration and governing documents of the community, notwithstanding any provision to the contrary in the Declaration or other governing documents of the community, the Architectural Reviewer may not prohibit an owner or resident from installing Energy Efficient Roofing Materials, provided that the Energy Efficient Roofing Materials: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

This policy may be amended from time to time by the Board.

ATTACHMENT 11

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. STANDBY ELECTRIC GENERATOR 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 Spring Creek Estates Recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

Scope

This Standby Electric Generator Policy (this "Standby Generator Policy") applies to all members of the Association.

Purpose

These guidelines apply to standby electric generators as such term is defined in Section 202.019 of the Texas Property Code. A standby electric generator means 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 less than seven kilowatts (collectively "Standby Electric Generator")

Requirements.

All Owners installing or operating standby electric generators shall comply with the following:

- (1) The installation and maintenance of the Standby Electric Generator must be in compliance with manufacturer's specifications and all applicable governmental health, electrical and building codes.
- (2) The installation of all electrical, plumbing and fuel line connections must be performed by a licensed contractor.
- (3) The installation of all electrical connections must be performed in accordance with applicable governmental health, safety, electrical and building codes.
- (4) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with applicable governmental health, safety, electrical and building codes.
- (5) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.
- (6) The installation and maintenance of nonintegral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and governmental health, safety, electrical and building codes.
- (7) All standby electric generators and its electrical lines and fuel lines must be maintained in good condition. In addition, the repairing, replacing and removal of any deteriorated or unsafe component of the standby electric generator, which includes electrical or fuel lines, is required.
- (8) Owners must screen the Standby Electric Generator if it is:
 - a. Visible from the street faced by a residence; or

- b. Located in a fenced or unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Area.
- (9) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday.
- (10) It is strictly prohibited to use a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service.
- (11) No Standby Electric Generator shall be located on Common Area.
- (12) No Standby Electric Generator may be installed prior to obtaining written approval of the ACA.
- (13) Other than testing, Standby Electric Generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electric power to the residence is not available or is intermittent due to other causes other than nonpayment for utility service to the residence.
- (14) Standby Electric Generators shall not be placed in the front yard of any residence.
- (15) A Standby Electric Generator shall be screened if it:
 - a. is visible from the street faced by the dwelling;
 - b. is 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. is located in an unfenced 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.
- (16) Standby Electric Generators shall not be placed on property owned or maintained by the Association or owned in common by the Association's members, and no portion of the Standby Electric Generator may encroach on adjacent properties.
- (17) Standby Electric Generators may be installed only with advance approval of the ACA subject to the Restrictions.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This policy may be amended from time to time by the Board.

ATTACHMENT 12

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC. **ASSESSMENT COLLECTION POLICY**

Spring Creek Estates is a community (the "**Community**") created by and subject to the Declaration of Covenants, Conditions and Restrictions for Spring Creek Estates recorded in the Official Public Records of Dallas County, Texas, and any amendments or supplements thereto ("**Declaration**"). The operation of the Community is vested in Garland Spring Creek Estates Homeowners' Association, Inc., a Texas non-profit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, and any policies and rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay assessments. Annual assessments levied pursuant to Section 4.3 of the Declaration (the "**Annual Assessment**") are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of an assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the Designated Interest Rate until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an assessment, other than an Annual Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire assessment in default and accelerate the due date on all remaining installments of the assessment. An assessment, other than an Annual Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following

acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

- 3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments	(4) Other attorney's fees
(2) Current assessments	(5) Fines
(3) Attorney fees and costs associated with delinquent assessments	(6) Any other amount

- 3-B. Payment Plans. Shall be administered pursuant to the Payment Plan Guidelines and Application of Payments Schedule Policy.
- 3-C. Form of Payment. The Association may require that payment of delinquent assessments be made only in the form of cash, cashier's check, or certified funds.
- 3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (*i.e.*, less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector.

- 5-B. Delinquency Notices. If the Association has not received full payment of an assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) for the Owner to cure the delinquency before further collection action is taken (the "Delinquency Cure Period"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then
 - (2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
 - (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then
 - (4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.
- 5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his or her tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, property managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid assessments, or reimbursed to the Owner if those assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
03/03/2016 04:45:40 PM
\$138.00



A handwritten signature in black ink, appearing to be "JF2", is written over the seal.

201600059058



201600199509

DEDICATION 1/4

**SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR
Garland Spring Creek Estates Homeowners Association, Inc.**

Architectural and Landscape Standards and Guidelines

Article I of the Garland Spring Creek Estates (GSCE) Homeowners' Association (HOA) Covenants, Conditions and Restrictions (CC&Rs) calls for the establishment of an Architectural Control Authority (ACA).

Decisions of the ACA may be based on purely aesthetic considerations according to Article 6.5(b). These guidelines and standards are intended to provide the baseline expectation by which architectural and landscape plans and maintenance shall be evaluated in order to keep the neighborhood attractive and well maintained.

These guidelines and standards are not a replacement for the CC&Rs but are intended to more clearly define how the ACA and their agents apply the CC&Rs in evaluating all exterior architectural and landscape maintenance improvements and additions.

Dwelling Exterior

All modifications, improvements or changes require an ACA approval. Detailed plans, drawings and photos must be submitted.

Improvement projects and exterior modifications must be of an architectural style, quality, color and material that are aesthetically and harmoniously comparable with and similar to the color or design scheme as originally constructed.

Lawn Care, Landscape Modifications, and other Exterior Improvements

All modifications, improvements or changes require ACA approval. A survey plat and detailed plans must be submitted. Photos are very helpful. This includes adding trees and shrubs or replacement of existing trees and shrubs if not identical to what is being replaced. All modifications must be aesthetically compatible with other landscaping in the community as determined by the ACA.

Lawn Care

The objective is that lawns are green, neat and weed-free.

- Regular mowing and edging. Frequency is typically weekly during summer months and bi-weekly in early spring and late fall.
- Fertilization and weed control to maintain a healthy lawn.
- Watering as needed to maintain a healthy lawn depending on time of year, weather conditions, and City of Garland watering restrictions.

Trees

The objective is that trees are healthy, free of disease and dead limbs.

- They must be selected for appropriate shape and size at maturity based on tree type and proximity to sidewalks.
- Regular trimming as appropriate to create a 6-8 foot canopy near sidewalks.
- Regular watering for a healthy tree.
- Removal of dead or unhealthy trees and replacement with ACA approval.
- Tree wells appropriately and neatly mulched and weeded.
- Trees cannot be planted in any easement strips as indicated on the property's survey plat.

Landscape Maintenance

The objective is that beds are healthy, free of grass and weeds, neat, with fresh application of mulch. Beds must be appropriately planted with shrubbery, with additional options of annual color, bulbs, perennials or ornamental grasses.

- Regularly weed and rake leaves and debris
- Remove and replace dead plants in a timely manner, including annual color once the season has passed. Replacing seasonal color does not require ACA approval.
- Apply new mulch at least yearly or at such time that mulch has become faded or diminished in volume.
- Shrubs cannot be planted in any easement strips as indicated on the property's survey plat.

Edging of Planting Beds, Hardscapes, and Paving

- All types of landscape bed edging require approval from the ACA. All edging must be correctly installed in a professional manner and maintained for aesthetic appeal. As a general rule, stone and brick edging must be mortared in place and installed in a professional manner. Loose bricks or stones are not allowed. If a homeowner wishes to use landscaping stones specifically designed for landscape bed borders such as those with interlocking mechanisms and/or mating surfaces, such that no gaps between the stones will exist, mortar shall not be required. In all other instances, however, mortar shall be required. The purpose of this requirement is to ensure flower bed borders are continuous, such that grass and weeds cannot grow between individual border stones. Metal, rubber, and plastic edging products are permitted, but must be well-maintained. Rusted, faded, torn, or cracked metal, rubber, or plastic edging must be replaced promptly.
- Decorative ground cover rock may not exceed 10 percent of the total area of the front and side yards. Only earth-tone color rock (brown, black, tan, etc.) may be used. White gravel or rock of any size is not permitted. Loose pebbles and loose landscape gravel is not permitted. River rock and decorative boulders as part of an overall landscape design plan require approval from the ACA.
- Artificial plants or turf are not permitted in any area of the Owner's lot that would be visible to other Owner's or to passersby. Other artificial items such as plastics designed to simulate wood or rock shall be of a quality that renders the artificial material to be indistinguishable from the real material.
- All paving or walkways must be approved by the ACA. Basic concrete squares, pea gravel, or any type of white stone are not allowed.

Landscape Lighting

- Installation of landscape lighting requires approval by the ACA.
- Lighting must be uniform in design, color and of high quality.
- Burned out lights or bulbs must be replaced immediately.
- Wiring may not be visible.

Exterior Holiday Lighting and Decorations

Lights and decorations may be displayed as much as six weeks in advance of a specific national holiday, and must be removed within thirty days after the holiday has ended.

CERTIFICATE

The foregoing instrument has been executed by the Board of Directors of Garland Spring Creek Estates Homeowners' Association, Inc.

GARLAND SPRING CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.

Terry Brehm

BY. Terry Brehm, President

7/20/16

Date

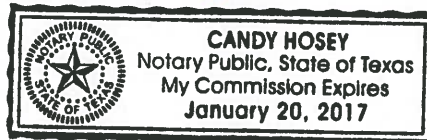
*** **

THE STATE OF TEXAS)(
)(
COUNTY OF DALLAS)(
)

BEFORE ME, A Texas Notary Public, on this day personally appeared, Terry Brehm, known to me to be the person and Officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Garland Spring Creek Estates Homeowners' Association, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and I the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF July, 2016.

Candy Hosey



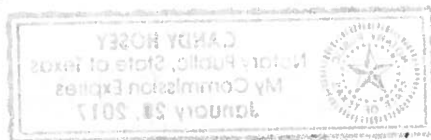
My Commission Expires: 1-20-2017

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
07/21/2016 12:51:40 PM
\$34.00



JF2

201600199509



1-28-2017

Candy Hoseney



201600357497
RESOLUTION 1/2

**RESOLUTION OF THE BOARD OF DIRECTORS
OF GARLAND SPRING CREEK ESTATES
Garland, Texas 75044**

The Board of Directors of Garland Spring Creek Estates Homeowners Association, a Texas non-profit corporation (the "Association"), hereby certifies that the following are true, correct and complete resolutions of the Board of Directors of the Association duly adopted at the regularly called meeting of the Board of Directors on the November 3, 2016, and the same are now in full force and effect. The Association desires to record this resolution in the real property records of Dallas, County.

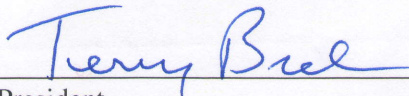
WHEREAS, the Board of Directors finds there is a need for a Lien and Lien Filing Fee Policy.

After motion made and seconded, it was passed by all,

RESOLVED that a Lien filing fee of \$150.00 – to reflect the true cost of filing the lien and the administrative costs to track and release the lien – will be applied to an owner's account when a lien is placed on said owner's property. A lien shall be placed on the property of all owners whose accounts reach a delinquent balance of \$500.00 or more and are past due for more than 90 days.

FURTHER RESOLVED, that the agent of the Association are authorized to execute any and all documents necessary to carry out the intent of this Resolution.

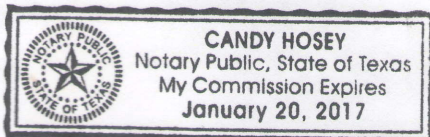
IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of November, 2016.

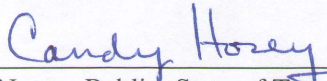


President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 1st day of December, 2016, by Terry Brehm.





Notary Public, State of Texas

AFTER RECORDING RETURN TO: **24/7 Property Management**
P.O. Box 940934
Plano TX 75094