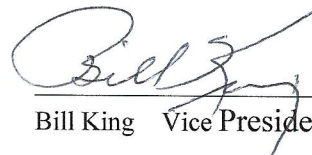


WOODLAKE PROPERTY OWNERS ASSOCIATION, SECTION ONE, INC.

POLICY MANUAL

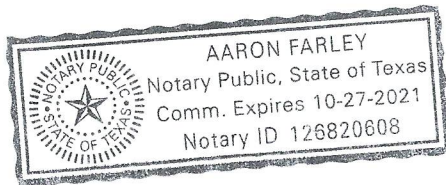
I, certify that we are duly elected, qualified and acting as the President and Vice President of the Woodlake Property Owner's Association, Section One, Inc., a Texas non-profit corporation (the Association) and this is a true and correct copy of the current Woodlake Property Owners Association, Section 1, Inc. **POLICY MANUAL** that was adopted by the Board of Directors of the Association.

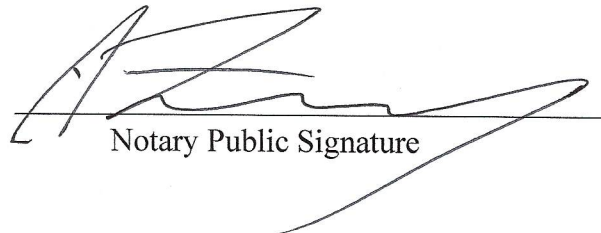
 18 SEPT 2021
Michael Grand President Date

 18/Sept/2021
Bill King Vice President Date

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 18th day of Sept, 2021 by President of the Woodlake Property Owner's Association, Section One, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]




Notary Public Signature

This document is cross referenced to Declaration of Conditions and Restrictions of Woodlake and can be found in the deed records of Bell County, Texas: Vol. 1417 Pg. 358-367; Vol. 2832 Vol. 192-197; Vol. 3321 Pg. 663-668; Vol. 8360 Pg. 712 and 732, Official Public Records of Bell County, Texas as amended. Terms used but not defined in this policy and attachments will have the meaning subscribed to in the above referenced documents.

**WOODLAKE PROPERTY OWNER'S ASSOCIATION, SECTION ONE, INC.
POLICY MANUAL**

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PART I
NOTICE OF POSTING AND RECORDATION OF ASSOCIATION
GOVERNING DOCUMENTS

A. DEDICATORY INSTRUMENTS

As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance, or operation of Woodlake Section One, Cliffs of Woodlake or Cliffs of Woodlake Phase II. The term includes the declaration or similar instrument subjecting real property to:

1. Restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property Owners' Association,
2. Properly adopted rules and regulations of the property Owners' Association.
3. All lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "governing documents".
4. Recordation of all Governing Documents: The Association shall file all of the governing documents in the real property records of Bell County. 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,
5. Online Posting of Governing Documents: The Association shall make all the governing documents relating to the Association and filed in the county deed records, available on a website if the Association has one, or will contract a management company to do so, as set forth in Texas Property Code Section 207.006.

PART II
NOTICE AND CONDUCT OF MEETINGS

A. DEFINITION OF BOARD MEETINGS

Note: As set forth in Texas Property Code Section 209.0051, “board meeting” means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

B. OPEN BOARD MEETINGS

Note: Woodlake Property Owners Association does not meet the requirements for Title 551 Texas “Open Meetings” Act to apply; therefore, it is governed by Texas Property Code Section 209.551.

1. A quorum of board members together that do not take formal action does not constitute a meeting.
2. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving:
 - a. Personnel,
 - b. Pending or threatened litigation,
 - c. Contract negotiations,
 - d. Enforcement actions,
 - e. Confidential communications with the Association’s attorney,
 - f. Matters involving the invasion of privacy of individual owners or matters that are to remain confidential by request of the affected parties and agreement of the Board.
3. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

C. ANNUAL MEETINGS

Annual Meetings Mandatory: As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the Members of the Association.

D. RECORD/MINUTES

The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to any member for inspection and copying upon a member's written request to the Board. Posting of the minutes to an association website satisfies this requirement for any member that has access to the association website.

E. NOTICES

1. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:
 - a. Mailed to each property Owner not later than the tenth 10th day or earlier than the sixtieth (60th) day before the date of the meeting; or
 - b. Provided at least 144 hours before the start of a regular board meeting or 72 hours before the start of a special board meeting by:
 - i. Posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by or on behalf of the Association and
 - ii. Sending the notice by email to each Owner who has registered an email address with the Association.
2. The board reserves the right to notify the membership in accordance with subparagraph (b) above. It is an Owner's duty to keep an updated email address registered with the Association.
3. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section.
4. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

F. MEETING WITHOUT PRIOR NOTICE

A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not outside of an open board meeting and without prior notice to Owners consider or vote on:

1. Fines,
2. Damage assessments,
3. Initiation of foreclosure actions,
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety,
5. Increases in assessments,
6. Levying of special assessments,
7. Appeals from a denial of the Architectural Control Committee (the "ACC"),
8. A suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue,
9. lending or borrowing money,
10. the adoption or amendment of a dedicatory instrument,
11. the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget,
12. the sale or purchase of real property,
13. the filling of a vacancy on the board,
14. the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or,
15. the election of an officer.

PART III
ELECTIONS AND VOTING POLICY

A. ELECTIONS

1. Notice of Election or Association Vote: See Part II.
2. Election of Board Members will be in accordance with the current bylaws.
3. Eligibility for Board Membership: The Association may not restrict an Owner's right to run for a position on the Board. If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

B. VOTING

1. Right to Vote: Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner void said owner's right to vote.
2. Voting Quorum: The voting rights of an Owner may be cast or given:
 - a. In person or by proxy at a meeting of the Association.
 - b. By absentee ballot.
 - c. By electronic ballot.
 - d. By any method of representative or delegated voting provided by the Associations governing documents.
3. Written Ballots: Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.
4. Meaning of Electronic Ballot: Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot:
 - a. Given by email, facsimile or posting on a website.
 - b. For which the identity of Owner submitting the ballot can be confirmed.
 - c. For which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot.

If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

5. Absentee or Electronic Ballots: An absentee or electronic ballot:
 - a. May be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot.
 - b. May not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal.
 - c. May not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

6. Solicitation of Votes by Absentee Ballot: Any solicitation for votes by absentee ballot must include:
 - a. An absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action.
 - b. Instructions for delivery of the completed absentee ballot, including the delivery location.
 - c. The following language: *“By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in person vote will prevail.”*

7. Tabulation of and Access to Ballots: A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

8. Recount of Votes:
 - a. Any Owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either:
 - i. By certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association’s mailing address as reflected on the latest management certificate.
 - ii. In person to the Association’s managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed.
 - b. The Owner requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or

before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below:

- i. **Vote tabulator:** At the expense of the Owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who:
 - a. Is not a Member of the Association Board within the third degree by consanguinity or affinity.
 - b. Is either a person agreed upon by the Association and any person requesting a recount, or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.
- ii. **Reimbursement for Recount Expenses:** If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.
- iii. **Board Action:** Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

PART IV
FINE AND ENFORCEMENT POLICY

A. BACKGROUND

The board of directors for the association is responsible for the governing of the Association and ensuring the respective covenants for each of the subdivisions are followed. To ensure this the Association may assess fines for violations.

1. **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.
2. **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.
3. **Timeframe:** Violations that can be remedied by the Owner will have no less than 3 days, and violations that require professional services to remedy will have no less than 10 business days after notification of the violation before fines may be imposed.
4. **Amount:** The Association may set fine amounts on a case-by-case basis, considering 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 uniform for similar violations of the same provision of the Restrictions if fines have previously been imposed for a similar violation. 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.
5. **Violation Notice:** Before levying a fine, the Association will give the Owner a written violation notice
6. and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items:
 - a. The date the violation notice is prepared or mailed.
 - b. A description of the violation.
 - c. A reference to the rule or provision that is being violated.
 - d. A description of the action required to cure the violation.
 - e. The time frame in which the violation is required to be cured.
 - f. The amount of the fine.

- g. A statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation.
 - h. The date the fine attaches or begins accruing subject to the following:
 - i. New Violation: If the Owner has not been given notice to cure the same or similar violation within the preceding six (6) months, the notice will state time frame in accordance with paragraph 3 by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - ii. Repeat Violation: In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that because the Owner was previously given notice and the opportunity to cure the same or similar violation according to paragraph 3 timeframe, but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.
 - iii. Continuous Violation: If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the schedule of fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board 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. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.
7. Violation Hearing: An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's Board within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner's request for a hearing, the Association will give the Owner at least ten (10) days advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing 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 may attend the hearing in person or may be represented by another person or written communication. 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 notices 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.

8. Levy of Fine: Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is present, the notice requirement will be satisfied if the Board announces its decision to the Owner during the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
9. Collection of Fines: The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

B. FINES

The Board has adopted a general schedule of fines. The number of notices set forth 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, considering the nature, frequency, and effect of the violation.

C. SCHEDULE OF FINES

<u>New Violation</u>	<u>Fine Amount</u>
1 st Notice	Warning
2 nd Notice	\$50
3 rd Notice	\$100
4 th Notice	\$200
Each Subsequent Notice	\$300

(Ten [10] days minimum between notices)

<u>Repeat Violation</u>	<u>Fine Amount</u>
1 st Notice	\$50
2 nd Notice	\$100
3 rd Notice	\$200
4 th Notice	\$300
Each Subsequent Notice	\$400

(Ten [10] days minimum between notices)

<u>Continuous Violation</u>	<u>Fine Amount</u>
Final Notice	Amount TBD

PART V
ASSESSMENT AND COLLECTION POLICY

The Board is empowered to enforce the covenants, conditions and restrictions of the Declarations, the By-laws, and rules of the Association (collectively, the "Restrictions"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of these Declarations.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions.

A. DELIQUENCIES, LATE CHARGES & INTEREST

1. Due Date: An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable in such other manner as the Board may designate in its sole and absolute discretion.
2. 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, and late fees. Written delinquency notices must provide property owners 45 days to cure a delinquent account before further collection action may be taken and charged to the owner.
3. Late Fees & Interest: If the Association does not receive full payment of an Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of \$25 per month in accordance with subsection 2.
4. Insufficient Funds: The Association may levy a charge equal to that charged to the Association for any check returned or rejected for payment.
5. Waiver: Properly levied collection costs and late fees may only be waived by a majority of the Board.

B. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular 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 a Regular 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.

C. PAYMENTS

1. 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:

- a. Delinquent assessments,
 - b. Current assessments,
 - c. Attorney fees and costs associated with delinquent assessments,
 - d. Other attorney's fees,
 - e. Fines,
 - f. Any other amount.
2. **Payment Plans.** The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in paragraph C-1.
 3. **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.
 4. **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.
 5. **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.
 6. **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.

D. LIABILITY FOR 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.

E. COLLECTION PROCEDURES

1. Delegation of Collection Procedures: From time to time, the Association may delegate some or all the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
2. Delinquency Notices: If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of non-payment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all the Association's remedies, at the sole cost and expense of the defaulting Owner.
3. Verification of Owner Information: The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.
4. Collection Agency: The Board may employ or assign the debt to one or more collection agencies.
5. Notification of Mortgage Lender: The Association may notify the mortgage lender of the default obligations.
6. Notification of Credit Bureau: The Association may report the defaulting Owner to one or more credit reporting services.
7. 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:
 - a. 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
 - b. Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

- c. 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
 - d. Foreclosure of Lien: Only upon specific approval by a majority of the Board and in accordance with a judgment or court order.
8. 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.
- a. 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.
 - b. Suspension of Use of Certain Facilities or Services: The Board may suspend the use of the Common Area amenities by an Owner, or his tenant whose account with the Association is delinquent for at least thirty (30) days.

F. GENERAL PROVISIONS

1. Independent Judgment: Notwithstanding the content 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.
2. Other Rights: This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
3. Limitations of Interest: The Association, and its officers, directors, 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 more than 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.
4. Delivery of Notice: 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.

PART VI
RECORDS INSPECTION, COPYING AND RETENTION POLICY

A. WRITTEN FORM

The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

1. Request in Writing: Pay Estimated Costs in Advance: An Owner (or an individual identified as an Owner's agent, attorney, or certified public accountant, provided the designation is in writing and delivered to the Association), may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the cost allowed pursuant to Texas Administrative Code. Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the thirtieth (30th) business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund and the refund shall be issued to the Owner not later than the thirtieth (30th) business day after the date the final invoice is sent to the Owner.
2. Period of Inspection: Within ten (10) business days from receipt of the written request, the Association must either:
 - a. Provide the copies to the Owner.
 - b. Provide available inspection dates.
 - c. Provide written notice that the Association cannot produce the documents within the ten (10), days along with either:
 - i. Another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner.
 - ii. After a diligent search, the requested records are missing and cannot be located.

B. GENERAL RETENTION INSTRUCTIONS

“Permanent” means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (see item 4.b. below), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. If the retention period for a record has elapsed and the record will be shredded or otherwise completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

The Association shall keep the following records for at least the time periods stated below:

1. Permanent: The Articles of Incorporation or the Certificate of Formation, the Bylaws, the Declaration, and all other governing documents, guidelines, rules, regulations, policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.
2. Four (4) Years: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
3. Five (5) Years: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
4. Seven (7) Years: Minutes of all meetings of the Board and the Owners. Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
5. Confidential Records: As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses), unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought. Any records generated by an outside individual or organization acting on behalf of the association are the intellectual property of authors and will be considered confidential records that may only be disclosed by a decision of the board or a court order.
6. Attorney Files: Attorney’s files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)) are not records of the Association.
7. Presence of Board Member or Manager. No Removal: At the discretion of the Board or the Association’s manager, certain records may only be inspected in the presence of a Board member or employee of the Association’s manager. No original records may be removed from the office without the express written consent of the Board.

C. COPY CHARGE

1. 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.
2. 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:
 - a. By email – actual costs incurred.
 - b. On a USB drive – actual costs incurred.

PART VII
COVENANT CLARIFICATION FOR ENFORCEMENT

Enforcement of restrictive covenants. (Texas Property Code Sec 202.004) An exercise of **discretionary authority** by a property owners' association concerning a restrictive covenant is **presumed reasonable** unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

CHARACTER AND USE OF PLOTS

Woodlake Section One

1.01 Except as may be indicated on the recorded plat of the subdivision, each and every lot therein shall be used for single family residential purposes only and for no other purpose.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

1. No lot or any part thereof shall be used except for residential purposes.
23. No lot can be used for a street or thoroughfare without the written consent of the Architectural Control Committee.

Enforcement Policy

Homes may only be used for residential purposes. Owners while occupying the residence may rent the residence in part. Homes not occupied by the owner, family, or guests, may be rented to only one family and the intended period of that rental may not be less than 180 days. Renters may not sublease any portion of the home. Rentals for less than 180 days during an absence of the owner are permitted, but no more than 1 consecutive rental of less than 180 days is allowed during a given 180 period.

Woodlake Section One

- 1.02 No structure of a temporary character, such as a tent, shack, mobile home or trailer shall be placed on any lot at any time or used as a residence, either temporarily or permanently. No motor home, boat or boat trailer shall be parked on any lot which does not have a residence; nor shall any motor home, boat or boat trailer be placed so that it extends beyond the front line of the residence.
- 2.09 No house shall be removed either from outside the subdivision to a lot within the subdivision, nor within the subdivision itself without written permission from the Architectural Control Committee, which may be granted at its discretion if it shall be shown that the structure to be placed on said lot would comply with all restrictions applicable to the lot whereon it is to be placed.
- 4.03 No boat, boat trailer, motor home, truck, car or trailer of any kind shall be parked or stored, except temporarily (12 hours) on any street or road.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

2. No trailer house or trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.

4. No existing building, trailer, mobile home, dwelling, tent, shack, or other portable building shall be moved onto said addition for use as a dwelling.
10. No lot, street or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of abandoned or inoperable vehicle, trailer or boat, or any part thereof.
11. No vehicle with tonnage in excess of three fourth (3/4) ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day in, on or about the streets of said subdivision or park in, on or about the front or side yards of any lot therein. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles shall be in a garage or other approved facility which, in the opinion of the Architectural Control Committee shall not cause an unsightly condition.

Enforcement Policy

Only houses may be used for dwellings. Use of any temporary or mobile structure such as an RV or tent for more than 72 hours is considered use as a dwelling. This limit would allow the use of a tent for camping in a back yard or an RV for visitors for no more than 3 consecutive nights. This definition only applies to lots that have a residential structure. Exceptions due to national emergencies or extenuating circumstances may be granted by the board in writing.

In no case are motorhomes, boats or trailers of any kind allowed to be stored, parked for more than 72 hours for loading, or unloading forward of the front line of the house. All storage in Cliffs of Woodlake and Cliffs Phase II must be in areas approved for storage by the ACC such as structures or pads. Trailers connected to vehicles may be considered as being in use and exempt from the 72-hour limit at the discretion of the board.

Abandoned vehicles are vehicles that are not operable or legal for highway use. These vehicles may not be parked anywhere visible from the road. Lack of movement of an inspected and registered, functional vehicle does not constitute abandonment. Vehicles may not demonstrate inability to operate such as visibly missing parts for greater than 72hrs. Vehicles may not be parked on or about the streets of the association if they noticeably leaking fluids.

Car covers may not be used to cover an unregistered or inoperable vehicle. Covers may not be tattered in appearance and/or demonstrate a buildup of leaves, debris or mold and must be securely fastened.

³/₄ ton vehicle limitation applies to any vehicle that would not be reasonably considered as a daily driven personal vehicle such as RV's, vehicles over 20,000 lb. GVWR, vehicles with more than two axles, food trucks, step vans, buses, or hearses. No trucks with something other than the original manufacturer's cargo bed (I.E., buckets, booms, dump beds, stake beds or tank beds.) Other than the vehicle's fuel, vehicles may not contain hazardous or noxious materials (I.E., flammable gas or liquids, solid propellants, paints, fertilizers, fireworks, poisons, or reactive chemicals). Vehicle magnetic signs or paint scheme wrap must represent a state recognized business, organization or must be part of original manufacturer's design.

Woodlake Section One

- 1.03 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No person shall discharge any fireworks, gun or pistol or firearm, air rifle, air pistol, or bow and arrow, activated by whatever means including gun powder, compressed air or gas, or

spring or canon cracker or torpedo as the same are defined in the laws of the State of Texas on, over or across any lot, street, or easement within the subdivision.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Enforcement Policy

Fireworks are not permitted in Section One. Fireworks in other sections will be permitted only on official Federal or State holidays and are subject to the following safety recommendations:

- A. Ground based fireworks should not be ignited within 35 feet of flammable structures, wooded areas or dry bushes.*
- B. Airborne fireworks should not be ignited within 150 feet of flammable structures, wooded areas or dry bushes.*
- C. No fireworks may be ignited during a burn ban or when wind speeds exceed 26 mph.*
- D. Cleanup related to the discharge of fireworks should occur by 10 AM the next morning.*

Woodlake Section One

- 1.04 Except as indicated on the recorded plat, no manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of or in connection with any lot, nor shall said lot in any way be used for other than strictly residential purposes.
- 1.07 No use of any lot shall be made for any purpose that would result in pollution of the waters above and below the surface of the subdivision.
- 1.08 No excavation for stone, sand, gravel or earth shall be made thereon, except in connection with the erection of improvements.

Cliffs of Woodlake

19. No oil, gas or other mineral operations of any nature shall be permitted in said subdivision including the buildings, wells, tanks, excavations, or derricks connected therewith.

Cliffs of Woodlake Phase II

20. No oil, gas or other mineral operations of any nature shall be permitted in said subdivision including the buildings, wells, tanks, excavations, or derricks connected therewith.

Enforcement Policy

Homes may not be used for business purposes that would create additional traffic into the neighborhood. No private business operated in a home is authorized if that business requires customers to come to the home. No signs of any type may advertise a business operated from a home.

No commercial activities of any type are permitted on any lot other than construction authorized by the ACC or maintenance to existing structures.

Authorized construction will not be permitted if the construction creates unmitigated erosion or pollution.

Woodlake Section One

- 1.05 No horses, cows, sheep, goat, hogs, chickens, ducks, rabbits or any other animals, poultry or fowl, except household pets, shall be kept, ridden or permitted on any residential lot in

said subdivision, but in no event shall any person keep household pets for commercial purposes.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

12. No animals, reptiles, rodents, pets, livestock, or poultry of any kind shall be raised or kept on any lot, except that dogs, cats and other usual household pets may be kept by an owner on their respective lot and within their respective dwelling, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb owners of lots within the development. The Board of Directors shall have the right to determine what animal shall be deemed a “usual household pet”, applying the common meaning of the phrase. However, it is expressly understood that animals that fall under the following classification are not “usual household pets” and can never be deemed as such: poultry (such as chickens, turkeys, ducks, geese, and guinea fowl); livestock (such as cattle, horses, goats, sheep, or pigs); and animals whose habitation is normally found in the wild. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the development, except on the owner’s lot. The owner of any pet or animal shall immediately remove such pet’s or animal’s excrement from any portion of the Common Property or any lot not owned by the owner of the animal or pet. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this declaration, the Board of Directors shall have the right to require the Owner of such animal to remove the animal or pet from the development.

Enforcement Policy

Any pet that is not maintained permanently indoors other than the usual dog or cat must be approved by the HOA. All animals must be kept on a leash when not on the owner’s property and all excrement must be removed by the homeowner should it occur off the owner’s property. Cats may be exempt from leash requirements only if they do not create a nuisance to other residents. Dogs may be exempt from leash requirements while not on the street and under direct control and supervision during activities such as play or fetching.

Woodlake Section One

1.06 Trash, garbage and other wastes shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. No trash may be burned or disposed of within the subdivision except by written authority of the Property Owners’ Association. All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use

Cliffs of Woodlake and Cliffs of Woodlake Phase II

15. No lot shall be used or maintained as a dumping ground.

Enforcement Policy

Trash is always to be in receptacles and not in bags near the trash bins unless at the street on the day of collection. Trash bins should be removed from the street as soon as possible after the trash is picked up. If possible, the trash bins should be kept to the side of the house and as unobtrusive as possible.

Woodlake Section One

- 1.09 No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during construction and sale. No signs of any nature shall be permitted on any lot without the written consent of the Property Owners' Association.

Cliffs of Woodlake

17. No sign or poster of any kind shall be allowed on any lot of said subdivision except one sign of not more than four square feet in any area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.

Cliffs of Woodlake Phase II

18. No sign or poster of any kind shall be allowed on any lot of said subdivision except one sign of not more than four square feet in any area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.

Enforcement Policy

Definitions:

Sign – Display that advertises by promoting a business or service, or provides contact information such as a name, phone number, web or physical address.

Banner – large, printed letters to make an announcement.

Poster – large, printed pictures to promote an opinion, belief or serve only as a decoration.

Notice – Information about a property that is void of advertisement.

Neutral Color - Neutral colors are hues that appear to be without color (greyscale) and may also include earth tones (browns) or metallics such as bronze or aluminum if constructed of the same material.

Decorations – Something that adorns, enriches, or beautifies. Holiday decorations are ornamentations representative of a holiday. Decorations may not contain any information associated with a sign.

State required and covenant provided exemptions:

1. Political signs are exempt within the limitation of Texas Election Code, Title 15 Chapter 259.
2. Real estate signs are exempt but must conform to the following restrictions:
 - The square footage includes the frame of the sign and if the sign is divided into parts, the sum of all parts. Square footage is limited to 5 square feet for all developments;
 - may be of wooden or metal stake design and may not be permanently affixed to any structure, vehicle or embedded in concrete;
 - must be maintained in a presentable manner;
 - may not be placed within 10 feet of the roadway or within 10 feet of a neighboring lot.

Other exceptions: The following exceptions will be conditionally approved by the board based on state law, security of our members and temporary special occasions. The following conditional exceptions for notices may be revoked in their entirety. Individual exceptions may also be disapproved if the design or location is disruptive to the appearance of the neighborhood.

1. Signs provided by a security company or included with a surveillance system to indicate your home is protected. Notices of security and surveillance systems that were not provided with the associated system must be:
 - of neutral color or blue;
 - no more than 84 square inches;
 - picture or description must be submitted and approved by the board.
2. Temporary signs such as “Yard Sale” if requested in advance and approved by the board.
3. Temporary banners such as to announce a new birth or graduation may be displayed for no more than 10 days if requested in advance and approved by the board.

4. *Animal warning notices: To be held liable for an animal attack, the victim must prove two things. One that the owner knew the animal might be dangerous and two that they failed to control the animal. A sign with verbiage such as "Beware", "Warning", or "Danger" may satisfy rule one by default. However, having a notice about an animal on the property can also be a deterrent against crime. Therefore, the board will approve only the use of "Dog on Premises" or similar non-threatening notice.*
 - *Design: Animal notices must be:*
 - *neutral colors with a light silhouette or lettering on a dark background;*
 - *no more than 84 square inches;*
 - *picture or description must be submitted and approved by the board.*
 - *Placement: These notices are limited to:*
 - *one per entrance of a residence or fence;*
 - *two or more signs may not be visible simultaneously from any position on the street.*
5. *Private property notices: To satisfy the legal requirements of notification of trespass, the following forms of notification may be used:*
 - *A vertical purple stripe of at least 8" high by 1" wide; or,*
 - *notice of "Private Property" and/or "No Trespassing" of:*
 - *light lettering on a dark background using only neutral colors or purple;*
 - *may not exceed 84 square inches;*
 - *picture or description must be submitted and approved by the board.*

Placement:

- *Notices must be placed where likely to be seen by intruders;*
- *The bottom of the purple stripes must be between 3' and 5' above ground;*
 - *facing away from the property on a tree or post;*
 - *in the open these stripes may be no more than 1000' apart or in wooded areas or no more than 100' apart.*
- *developed lots may utilize only the purple stripe and not a written notice where visible from the road;*
- *all borders of undeveloped lots and the portion of developed lots not visible from the road may use written notices.*

Association message board:

1. *All open meetings will be posted on the message board at least 144 hours prior to the meeting.*
2. *At the discretion of the board, the message board may also be used to:*
 - *announce community events and other community related information; or,*
 - *support member requests to display temporary messages for situations such as yard sales or lost and found items.*

Woodlake Section One

1.10 The owners or occupants of all lots of this subdivision shall at all times keep all weeds and grass thereon cut on a sanitary, healthful, and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements. Such owners or occupants shall not permit the accumulation of garbage, trash, or rubbish of any kind thereon.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

28. The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

Enforcement Policy

Any portion of an improved lot that can be seen from any portion of the street along said lot and not in its original pre-development native state must be maintained. Unimproved lots must be maintained 25' from the roadway or to the tree line, whichever is closer. Tree lines on all lots will not be allowed to encroach within 10' of the road. Dead trees, shrubs, and bushes on the improved portion of any lot must be removed. Dead trees, shrubs, and bushes on unimproved areas of any lot will require removal if clearly visible from the street or the danger of falling might damage utilities or private property.

Woodlake Section One

- 1.11 No building materials may be placed or stored on any lot until the time construction is to begin; no building materials may be placed in the streets or between the roadbed and the property line at any time.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

No associated covenant.

Enforcement Policy

No additional clarification needed.

Woodlake Section One

- 1.12 No lot shall be subdivided, or a portion thereof conveyed except as between respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot shall be void. No dwelling or residence shall be erected upon any parcel less than one full lot as shown on the subdivision plat without approval of the Property Owners' Association.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

24. No lot can be subdivided without express written consent of the Architectural Control Committee.

Enforcement Policy

Covenant 1.12 for Section 1 applies equally to all subsections of Woodlake. The subdivision of any lot in subdivision of Woodlake requires the written consent of the Architectural Control Committee.

Woodlake Section One

- 1.13 All recreational facilities in the subdivision shall be for the use and benefit of the property owners and their families and guests only and are to be used by them at their own risk.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

No associated covenant.

Enforcement Policy

No additional clarification needed.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

14. Tree height and size must be kept in such a manner as not to obstruct overall lake view.

Woodlake Section One

No associated covenant

Enforcement Policy

No additional clarification needed.

BUILDING RESTRICTIONS

Woodlake Section One

2.11 All dwellings and other structures shall be kept and maintained in good repair and must be painted when necessary, to preserve their attractiveness. No exposed, untreated or unstained wood except deckings, shall be allowed without the approval of the Architectural Control Committee.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

No associated covenant.

Enforcement Policy

No additional clarification needed.

STREETS, EASEMENTS AND UTILITIES

Woodlake Section One

4.02 Each lot owner is granted the right and privilege and an easement to use all of said streets, roads and public areas, but subject to and conditioned upon the observance of the rules and regulations as may from time to time be promulgated by the Association for the use of such facilities and upon the payment of any and all dues, fees, charges and assessments, which may be imposed by the Association for the establishment and maintenance thereof.

4.04 No lot owner may use any right, privilege and easement granted herein in such a manner as to interfere with any other lot owner's use.

4.05 It is contemplated that the developer and the County will maintain the streets and roads, and the Association will maintain the public areas in good, sanitary condition so as to permit the use thereof by all lot owners at all times.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

No associated covenant.

Enforcement Policy

No additional clarification needed.

Cliffs of Woodlake Phase II

17. No annoying spotlights or guard lights shall be allowed except for security motion detectors or temporary illumination.

Woodlake Section One and Cliffs of Woodlake

No associated covenant.

Enforcement Policy

No additional clarification needed.

Woodlake Section One

5.06 The Association shall have the right to enforce any and all of the protective covenants contained herein, and pursuant thereto has the right to contract for the performing of services which will remedy the breach of any covenant herein and assess the cost of said services against the particular lot owner involved.

Cliffs of Woodlake and Cliffs of Woodlake Phase II

32. Enforcement of these covenants, restrictions, conditions and limitations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, either to restrain violations or to recover damages.

Enforcement Policy

In the event of default on the part of the owner or occupant of any lot in the subdivision in observing the above stated requirements, or any of them, employees or agents the Association, and assigns, may, without becoming liable to the owner or occupant, in trespass or otherwise, enter on said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be moved such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant as the same may be, agrees by the purchase or occupation of any lot of this subdivision to pay such statement immediately upon receipt thereof.

The association may only take steps to cure the violation after documented attempts to provide notice to the owner have been taken. Said notice must detail the date, time, description and estimated cost of the planned action. At least one documented notice must be via certified or registered mail with a return receipt. The board may assess the cost of services and security for said services against the owner.

Fees owed for services contracted by the board and fines for covenant violations may only subject the owner's property to a lien after legal proceedings reward such fees and fines to the association. Any lien imposed by the association will be subordinate to the lien of any bank, insurance company or savings and loan association or others who lend money for the purchase and/or permanent financing of improvements on such property and shall also be subject to liens for taxes.

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is responsible to exercise judgement to see that all improvements, construction, landscaping, and alterations within the developments conform to and harmonize with existing and surrounding structures. This definition provides the authority to make decisions about situations that are too numerous and unpredictable to have documented every eventuality in the original covenants.

This policy manual will not further clarify those covenants related specifically to the ACC. The ACC will devise its own policies that will be subordinate to this policy and specifically attachments A-E. The Board of Directors reserves the right to overrule any clarifications of the ACC and may reverse approvals or denials of homeowner projects in accordance with the appeal procedures of this manual.

ARTICLE VIII: AMENDMENTS

- A. The following amendments may be made and filed without a board meeting or official vote:
 - 1. Changes to conform to Federal, State or Local codes,
 - 2. Changes to correct grammatical errors,
 - 3. Changes to improve the format.

- B. The board will provide any proposed amendment not covered in Section A to the community at least 14 days prior to a board vote. During that time, the board will accept input from the community during at least 2 open forums. These forums will not be formal board meetings and may be conducted online.

- C. In the case of any conflict between these policies and the articles of incorporation or the by-laws, the articles of incorporation and the by-laws shall govern. In the case of any conflict between the restrictions and this manual, this manual will only dictate how the restrictions are “interpreted and enforced” but does not modify, nullify, or supersede the restrictions.

ATTACHMENT A

SOLAR ENERGY DEVICE POLICY AND ENERGY EFFICIENT ROOFING POLICY

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar energy devices or energy efficient roofing on a residential lot. The Board and/or the Architectural Control Committee (the "ACC"), under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law as set forth in the Declaration.

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined: A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated energy. The term includes a mechanical or chemical device that can store solar generated energy for use in heating, cooling or in the production of power.
2. Energy Efficiency Roofing Defined: As used in this policy, "Energy Efficiency Roofing" means shingles that are designed primarily to be wind and hail resistant. They provide heating and cooling efficiencies greater than those provided by customary composite shingles or provide solar generation capabilities.
3. Approval by the Architectural Control Committee (the "ACC"), under the Declaration is required prior to installing a solar energy device or energy efficient roofing. Written application is required. The ACC is not responsible for:
 - a. Errors in or omissions in the application submitted to the ACC for approval.
 - b. The compliance of an approved application with governmental codes and ordinances, state, and federal laws.
4. The ACC may and does have authority to supervise installation or construction to confirm compliance with an approved application.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

1. Approval Application: To obtain ACC approval of a solar energy device, the Owner shall provide the ACC with the following information:
 - c. The proposed installation location of the solar energy device.
 - d. A description of the solar energy device, including the dimensions, manufacturer and

photograph or other accurate depiction.

- e. A solar application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the solar application.
2. Approval Process: The decision of the ACC will be made within 30 days. The ACC will approve a solar energy device if the solar application complies with Texas Property Code Section 202.010 UNLESS the ACC makes a written 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.
 2. Approval Conditions: Unless otherwise approved in advance and in writing by the ACC, each solar application, and each solar energy device to be installed in accordance therewith must comply with the following:
 - a. The solar energy device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot or an area approved by the ACC.
 - b. The solar energy device may not extend higher than or beyond the roofline.
 - c. The solar energy device must conform to the slope of the roof and the top edge of the solar device must be parallel to the roofline.
 - d. The frame, support brackets, visible piping or wiring associated with the solar energy device must be silver, bronze or black.
 - e. If the solar energy device will be located in the fenced area of the Owner's lot or patio, no portion of the solar energy device may extend above the fence line.

C. **ENERGY EFFICIENT ROOFING**

The ACC will not prohibit an Owner from installing energy efficient roofing provided that the energy efficient roofing shingles are not of a distracting color:

ATTACHMENT B

RAINWATER HARVESTING SYSTEM POLICY

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and or the Architectural Control Committee (the "ACC"), under the Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law as set forth in the Declaration.

A. ARCHITECTURAL CONTROL COMMITTEE APPROVAL

1. Approval Required: Approval by the ACC is required prior to installing rain barrels or rainwater harvesting system on a residential lot. The ACC is not responsible for:
 - b. Errors in or omissions in the application submitted to the ACC for approval.
 - b. The compliance of an approved application with governmental codes and ordinances, state and federal laws.
2. The ACC has the authority to supervise installation or construction to confirm compliance with an approved application.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application: To obtain ACC approval of a rainwater harvesting system, the Owner shall provide the ACC with the following information:
 - a. The proposed installation location of the rainwater harvesting system.
 - b. A description of the rainwater harvesting system, including the color, dimensions, manufacturer and photograph or other accurate depiction.
 - c. A rain system application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the rain system application.
2. Approval Process: The decision of the ACC will be made within a reasonable time, or within the period otherwise required by the principal deed restrictions which govern the review and approval of improvements. Each Owner is advised that if the rain system application is approved by the ACC, installation of the rainwater harvesting system must:
 - a. Strictly comply with the rain system application.
 - b. Commence within thirty (30) days of approval.
 - c. Be diligent to completion.

If the Owner fails to cause the rain system application to be installed in accordance with the approved rain system application, the ACC may require the Owner to:

- a. Modify the rain system application to accurately reflect the rain system device installed on the property.
- b. Remove the rain system device and reinstall the device in accordance with the approved rain system application.

Failure to install a rain system device in accordance with the approved rain system application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a rain system application or remove and relocate a rain system device in accordance with the approved rain system shall be at the Owner's sole cost and expense.

3. Approval Conditions: Unless otherwise approved in advance and in writing by the ACC, each rain system application or device to be installed must comply with the following:
 - a. The rain system device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.
 - b. The rain system device does not include any language or other content that is not typically displayed on such a device.
 - c. The rain system device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.
 - d. There is sufficient area on the Owner's lot to install the rain system device, as reasonably determined by the ACC.
 - e. If the rain system device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of and materials used in the construction of the rain system device.

ATTACHMENT C

FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any Federal or other applicable State law. The Board and or the Architectural Control Committee (the "ACC"), under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law as set forth in the Declaration.

A. ARCHITECTURAL REVIEW APPROVAL

1. Approval Not Required: In accordance with the general guidelines set forth in this policy, an Owner is permitted to display any of the following flags either historically recognized or current;
 - a. a flag of the United States of America,
 - b. an official flag of any US state or territory,
 - c. an official or replica flag of any branch of the United States Military,
 - d. a flag with official insignia of a college or university, ("permitted flag")
 - e. or flags paying tribute to significant events in U.S. national history.
2. Permitted flags may be displayed on a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence. Or a freestanding flagpole approved by the ACC.
3. Only two (2) permitted flagpoles are allowed per residence.
4. All seasonal flags less than five feet (5') in length are not subject to approval.
5. Flags not covered in paragraph 1 may be permitted by the board. The board will determine if the flag represents an official organization and that said flag is not an advertisement that would reasonably classify it as a sign, and that said flag would not be considered offensive to persons of ordinary sensibilities. Property owners must request approval of flags not covered in paragraph 1 prior to display. Political flags will be considered signs and will be allowed only in accordance with Texas Election Code Title 15 Chapter 259 covering the limitations of enforcement against political signs.
6. Approval Required: Approval by the ACC is required prior to installing vertical freestanding flagpoles installed on any residential lot ("freestanding flagpole"). The ACC is not responsible for:
 - a. Errors in or omissions in the application submitted to the ACC for approval.
 - b. The compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application: To obtain ACC approval of any freestanding flagpole, the Owner shall provide the ACC with the following information:
 - a. The location of the flagpole to be installed on the property.
 - b. The type of flagpole to be installed.
 - c. The dimensions of the flagpole.
 - d. The proposed materials of the flagpole.
 - e. A Flagpole application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the flagpole application.

2. Approval Process: The decision of the ACC will be made within 30 days of application. Each Owner is advised that if the flagpole application is approved by the ACC, installation of the freestanding flagpole must:
 - a. Strictly comply with the flagpole application.
 - b. Commence within thirty (30) days of approval.
 - c. Be diligent to completion.

If the Owner fails to cause the freestanding flagpole to be installed in accordance with the approved flagpole application, the ACC may require the Owner to:

- a. Modify the flagpole application to accurately reflect the freestanding flagpole installed on the property.
- b. Remove the freestanding flagpole and reinstall the flagpole in accordance with the approved flagpole application.

Failure to install a freestanding flagpole in accordance with the approved flagpole application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a flagpole application or remove and relocate a freestanding flagpole in accordance with the approved flagpole application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions: Unless otherwise approved in advance and in writing by the ACC, permitted flags, permitted flagpoles and freestanding flagpoles, installed in accordance with the flagpole application, must comply with the following:
 - a. No more than one (1) freestanding flagpole or no more than two (2) permitted flagpoles are permitted per residential lot, on which only permitted flags may be displayed.
 - b. Any permitted flagpole must be no longer than five feet (5') in length and any free

- standing flagpole must be no more than twenty feet (20') in height.
- c. Any permitted flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5').
 - d. With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, 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.
 - e. The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record.
 - f. 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.
 - g. A flag or a flagpole must be maintained in good condition and any deteriorated flag or structurally unsafe flagpole must be repaired, replaced, or removed.
 - h. Any flag may be illuminated by no more than one (1) landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property.
 - i. Any external halyard of a flagpole must be secured to reduce or eliminate noise from flapping against the flagpole.