

# **Arbor Creek Homeowners Association, Inc.**



GARLAND, TEXAS

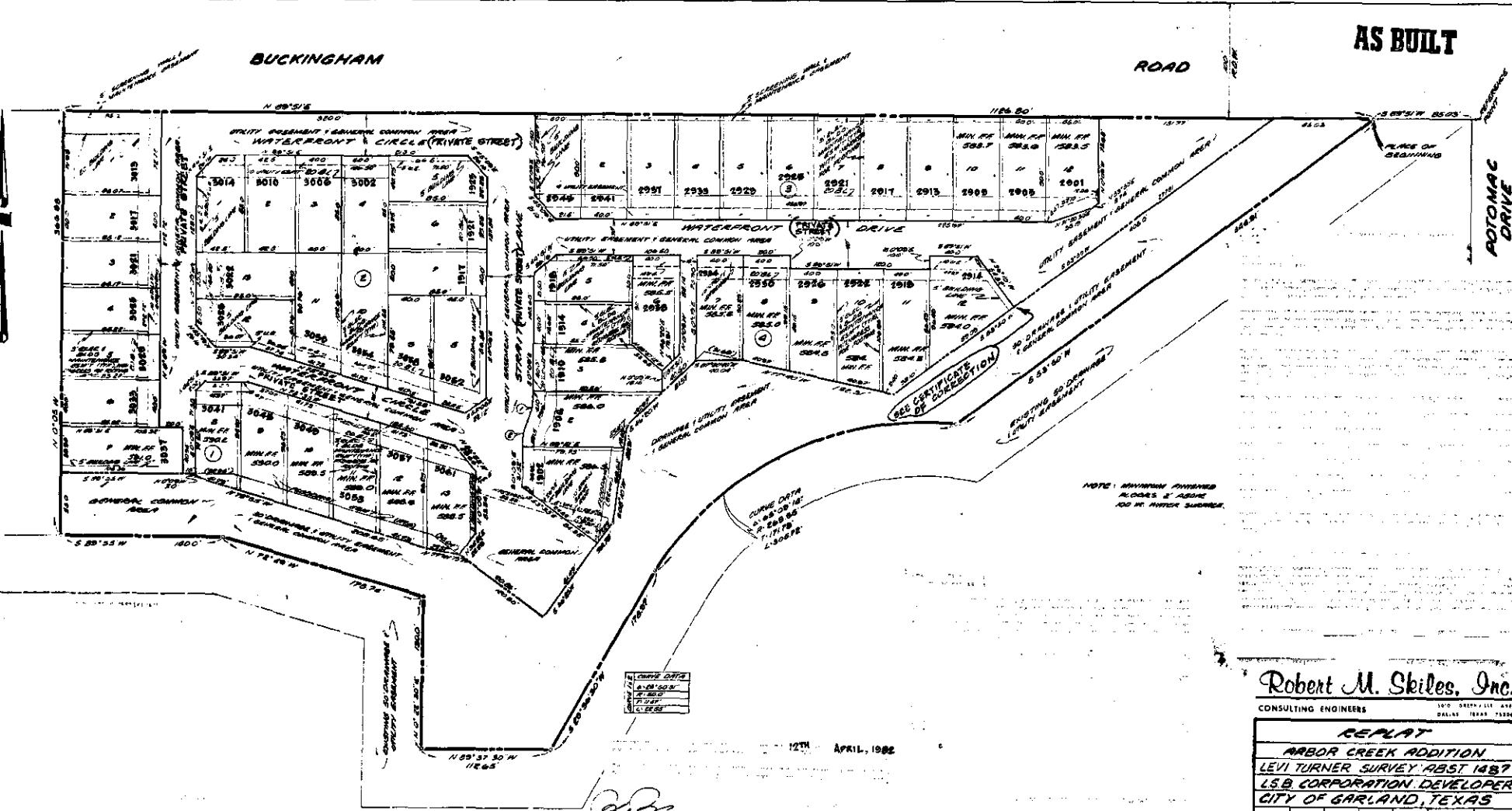
INSPECTOR B. Fisher  
CONTRACTOR W.A. Butler Inc.  
L.S.B. Corp. - L.T. Corp. Inc.  
**811229**

**AS BUILT**

**BUCKINGHAM**

**ROAD**

**ROTOMAC DRIVE**



**Robert M. Skiles, Inc.**  
CONSULTING ENGINEERS

102 GREENVILLE AVENUE  
DALLAS, TEXAS 75201

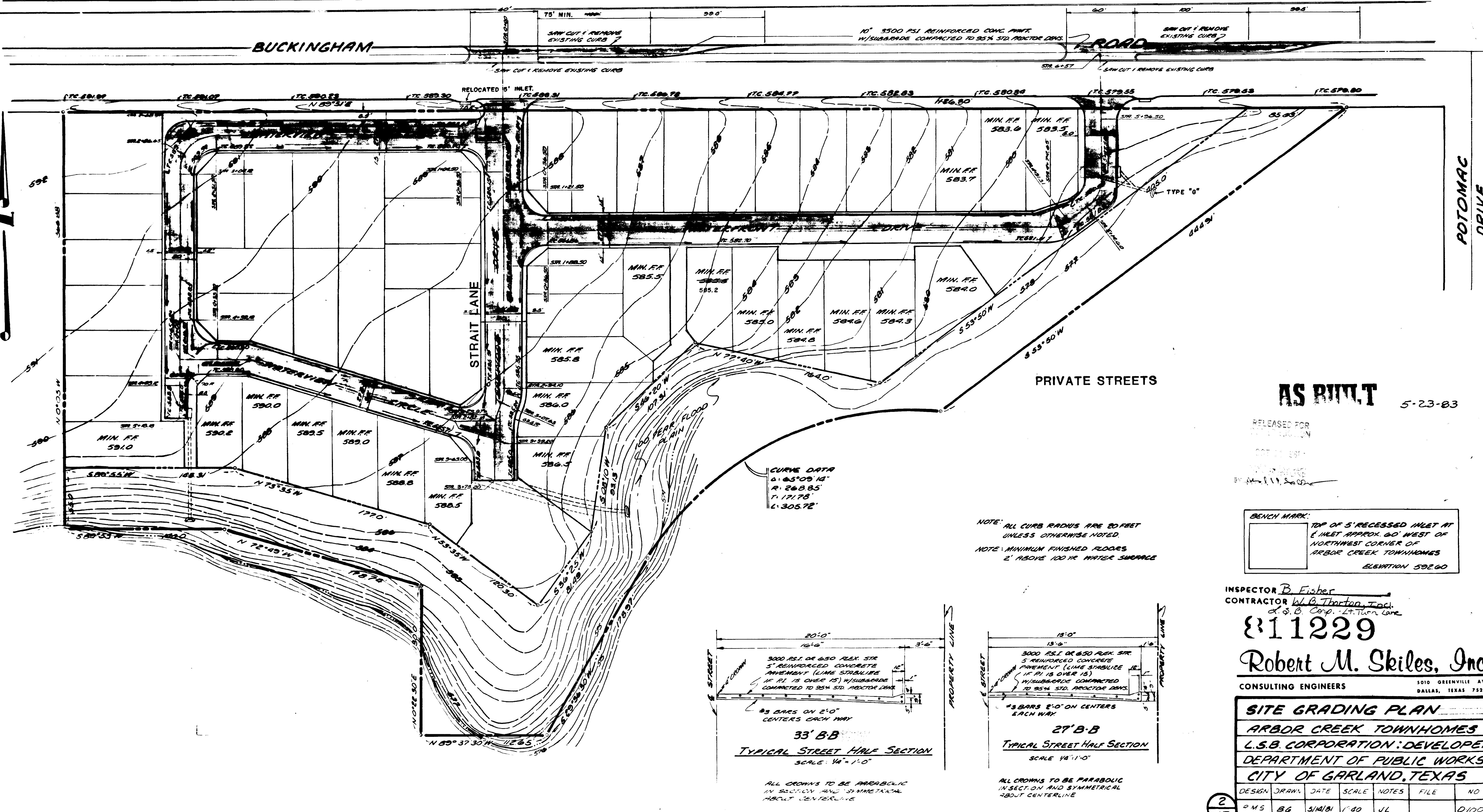
**REPLAT**


**ARBOR CREEK ADDITION**  
LEVI TURNER SURVEY ABST 1487  
LSB CORPORATION DEVELOPER  
CITY OF GARLAND, TEXAS  
DESIGN DRAWN DATE SCALE VOTES FILE NO  
R.M.S. INC. 86 4/1982 1:60 U.L.

15

B-200

B.F. RECEIVED A REVISED PLAN  
ON 3-2-82. THIS OFFICE DID NOT.  
THIS APPEARS TO BE THE ONLY 2  
CHANGES.





**AS BUILT**

5-23-83

INSPECTOR Bentley Fisher  
CONTRACTOR W.B. Thornton, Inc.

811229

April U. Salgo

436

BENCH MARK:

--

TOP OF 5' RECESSED INLET AT  
& INLET APPROX. 60' WEST OF  
NORTHWEST CORNER OF  
ARBOR CREEK TOWNHOMES.  
ELEVATION 592.60

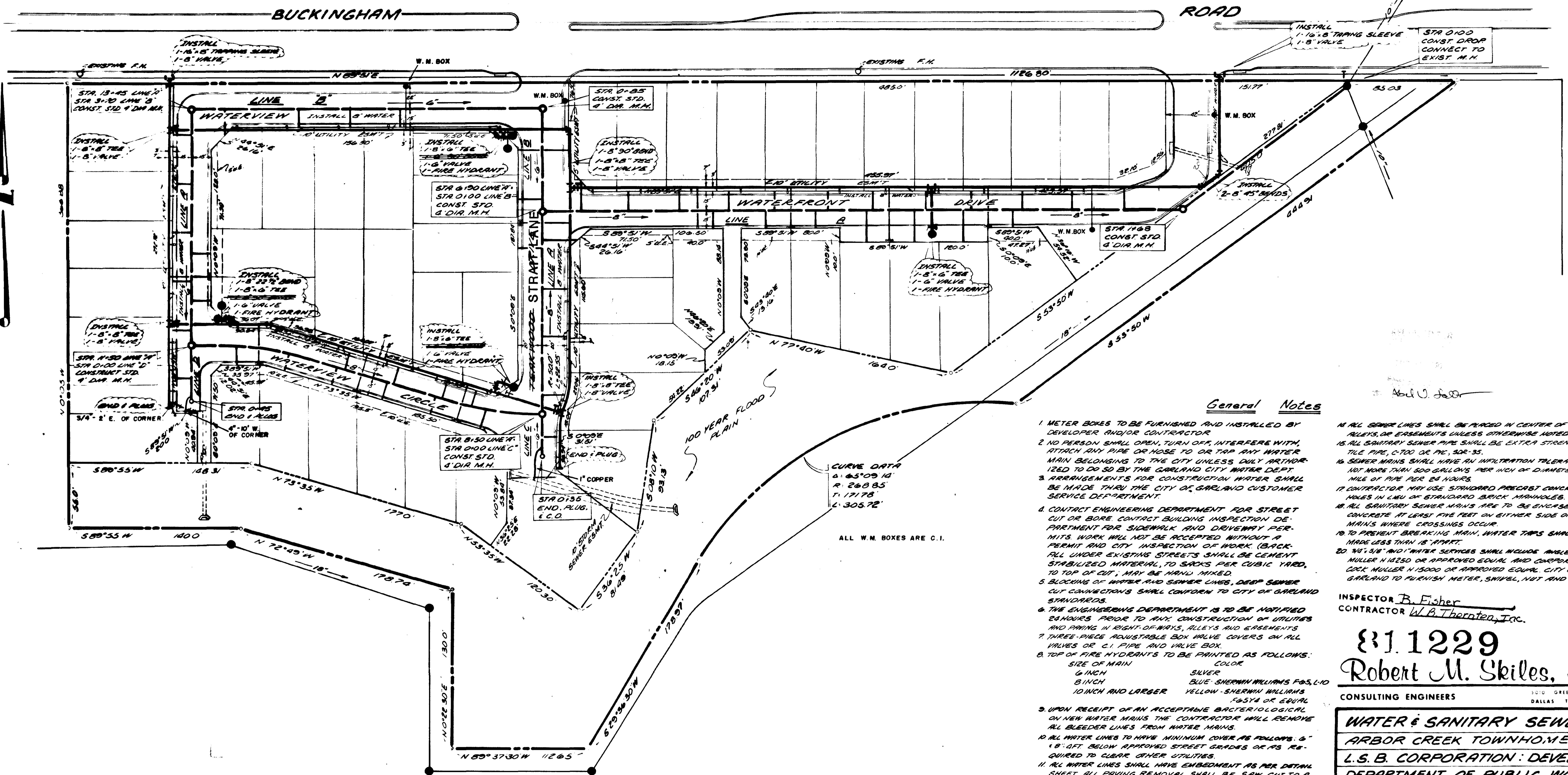
592.60

**PAVING PROFILE**

**ARBOR CREEK TOWNHOMES**  
**L.S.B. CORPORATION : DEVELOPER**  
**ROBERT M. SKILES || CONSULTING ENGINEER**  
**CITY OF GARLAND, DALLAS CO., TX.**

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO
R.M.S. INC.	R.W	SEPT. 1981	H 1"=40' V 1"= 6'	J.B.		

(3)  
15



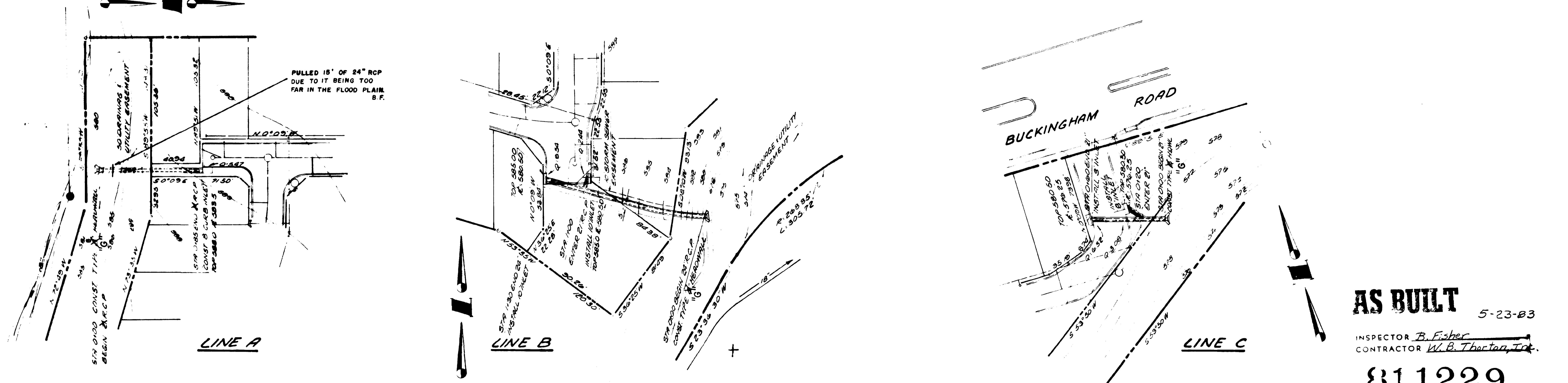
AS BUILT

437

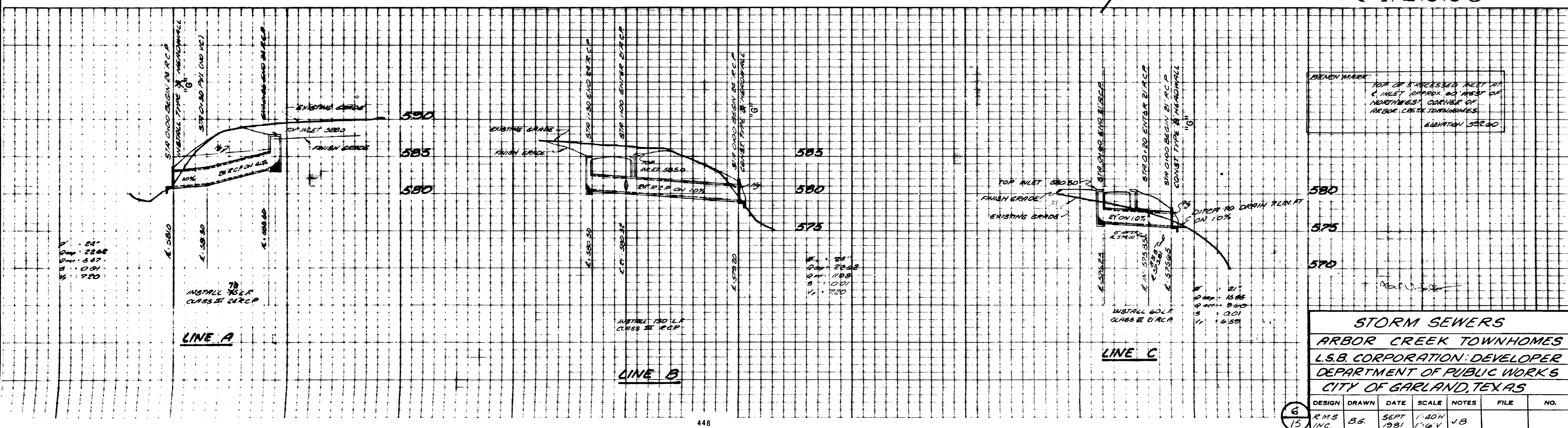
5-23-83

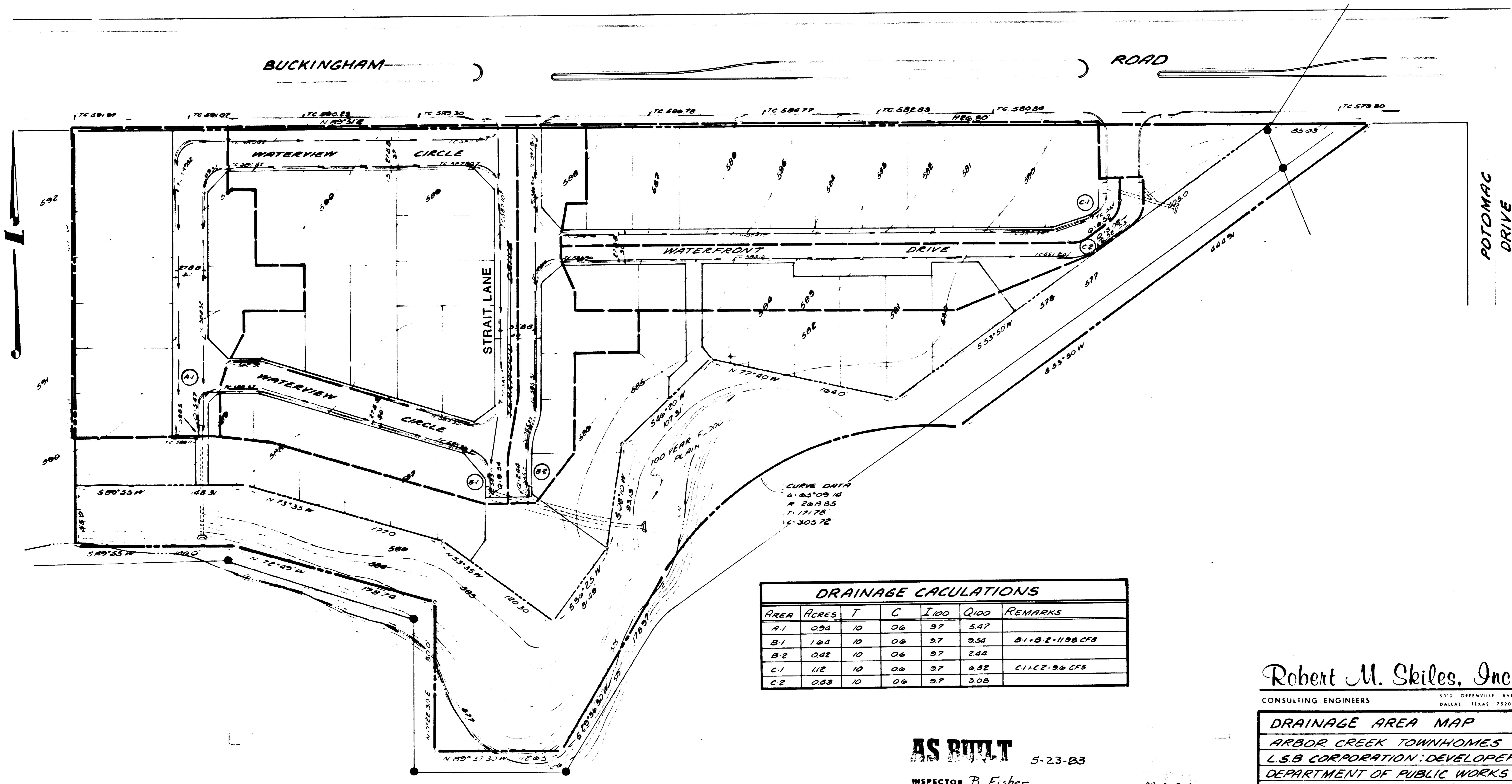
15





EJ 1229





Robert M. Skiles, Inc.

CONSULTING ENGINEERS

5010 GREENVILLE AVE  
DALLAS, TEXAS 75206

**DRAINAGE AREA MAP**  
ARBOR CREEK TOWNHOMES  
L.S.B. CORPORATION: DEVELOPER  
DEPARTMENT OF PUBLIC WORKS  
CITY OF GARLAND, TEXAS

DESIGN	DRAWN	DATE	SCALE	VOTES	FILE	NO
RMS INC	8G	5/14/81	1'00	JL		01009

811229

7  
15

**TABLE OF QUANTITIES OF 2000# CONCRETE, WASHED OR SCREENED GRAVEL & GRANULAR MATERIAL IN CUBIC YARDS PER 100 LINEAR FEET FOR EACH CLASS OF EMBEDMENT**

SIZE OF PIPE IN INCHES	KIND OF PIPE	EXTERNAL DIAMETER IN INCHES	TRENCH WIDTH Bd IN FEET	TRENCH WIDTH Bd IN INCHES	CLASS "3" EMBEDMENT			CLASS "4-A" EMBEDMENT			CLASS "4-B" EMBEDMENT			CLASS "4-C" EMBEDMENT			CLASS "4-D" EMBEDMENT			CLASS "4-E" EMBEDMENT			CLASS "4-F" EMBEDMENT			ENCASEMENT "C"		
					GRAVEL	CONCRETE	GRANULAR MATERIAL	IN EARTH	IN ROCK	CONCRETE	GRANULAR MATERIAL	IN EARTH	IN ROCK	CONCRETE	GRANULAR MATERIAL	IN EARTH	IN ROCK	CONCRETE	GRANULAR MATERIAL	IN EARTH	IN ROCK	CONCRETE	Bd x H IN INCHES	CONCRETE				
6"	C-13 & C-14	7.25	24	2.00	2.24	10.43	4.22	4.22	10.31																			
▲ 6"	CONC RUBBER GASKET	7.75	24	2.00	3.17	4.20	4.20	3.13																				
▲ 6"	C-200	7.25	24	2.00	2.24	3.02	4.22	4.22	2.90																			
8"	C-13 & C-14	9.50	24	2.00	2.35	10.98	4.30	4.30	10.87																			
▲ 8"	CONC RUBBER GASKET	10.25	24	2.00	2.41	3.67	4.35	4.35	3.57																			
▲ 8"	C-200	10.25	24	2.00	2.41	3.67	4.35	4.35	3.57																			
10"	C-13 & C-14	11.75	24	2.00	2.44	11.30	4.37	4.37	11.22																			
▲ 10"	CONC RUBBER GASKET	13.00	24	2.00	2.49	3.97	4.48	4.48	3.83																			
▲ 10"	C-200	13.00	24	2.00	2.49	3.97	4.48	4.48	3.83																			
12"	C-13 & C-14	14.00	24	2.00	2.53	11.41	4.51	4.51	11.29																			
● 12"	CONC RUBBER GASKET	16.00	26	2.17	2.79	4.77	4.99	4.99	4.57																			
▲ 12"	C-200	14.00	24	2.00	2.53	4.00	4.51	4.51	3.88																			
15"	C-13 & C-14	17.50	28	2.33	3.13	14.06	5.39	5.39	13.95																			
▲ 15"	CONC RUBBER GASKET	19.50	29	2.41	3.26	5.81	5.66	5.66	5.63																			
▲ 15"	C-200	17.50	28	2.33	3.13	5.43	5.39	5.39	5.32																			
16"-W	STEEL CYLINDER TYPE	19.50	29	2.41	3.26	5.81	5.66	5.66	5.63																			
16"-W	PRET CONC CYLINDER	20.00	29	2.41	3.33	14.64	5.71	5.71	14.47																			
16"	C-13 & C-14	21.00	32	2.67	3.79	16.97	6.44	6.44	16.79																			
● 16"	CONC RUBBER GASKET	23.00	32	2.67	3.80	6.95	6.51	6.51	6.71																			
18"	C-200	21.00	32	2.67	3.79	7.08	6.44	6.44	6.90																			
18"-W	PRET CONC CYLINDER	22.00	32	2.67	3.77	16.93	6.46	6.46	6.71																			
18"-W	STEEL CYLINDER TYPE	22.00	32	2.67	3.77	7.04	6.46	6.46	6.82																			
20"-W	PRET CONC CYLINDER	24.00	36	3.00	4.39	20.08	7.44	7.44	19.81																			
▲ 20"-W	STEEL CYLINDER TYPE	24.00	36	3.00	4.39	8.91	7.44	7.44	8.70																			
21"	C-13 & C-14	24.50	36	3.00	4.37	20.08	7.52	7.52	19.71																			
▲ 21"	CONC RUBBER GASKET	26.50	36	3.00	4.48	8.63	7.57	7.57	8.31																			
▲ 21"	C-200	26.50	36	3.00	4.48	8.63	7.57	7.57	8.31																			
21"-W	PRET CONC CYLINDER	25.00	36	3.00	4.43	19.98	7.48	7.48	19.71																			
21"-W	STEEL CYLINDER TYPE	25.00	36	3.00	4.43	8.67	7.48	7.48	8.60																			
24"	C-13 & C-14	28.25	40	3.33	5.21	23.14	8.52	8.52	22.90																			
▲ 24"	CONC RUBBER GASKET	30.00	42	3.50	5.53	11.93	9.11	9.11	11.60																			
▲ 24"	C-200	28.25	40	3.33	5.21	10.79	8.52	8.52	10.57																			
24"-W	PRET CONC CYLINDER	28.00	42	3.50	5.49	25.19	9.07	9.07	24.81																			
▲ 24"-W	STEEL CYLINDER TYPE	28.00	42	3.50	5.49	12.19	9.07	9.07	11.84																			
27"	C-76	33.00	46	3.83	6.37	28.37																						
27"-W	PRET CONC CYLINDER	31.00	46	3.83	6.23	28.74																						
▲ 27"-W	STEEL CYLINDER TYPE	32.00	46	3.83	6.28	14.41																						
30"	C-76	36.00	52	4.33	7.16	34.50																						
▲ 30"-W	PRET CONC CYLINDER	33.00	46	3.83	6.37	28.37																						

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
THE ARBOR CREEK HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS

Pursuant to Section 12.2.11 of the Declaration of Covenants, Conditions and Restrictions of the Arbor Creek Homeowners Association, Inc., filed in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of Dallas County, Texas, Section 8.3 Exterior Maintenance of the Declaration of Covenants, Conditions and Restrictions of the Arbor Creek Homeowners Association, Inc. is hereby amended by deleting the phrase "... replace and care for roofs, gutters, downspouts ....".

Therefore, the amendment will change Section 8.3 Exterior Maintenance to state as follows:

8.3 Exterior Maintenance. The Association shall provide exterior maintenance occasioned by normal usage or ordinary wear and tear upon each lot which is subject to assessment hereunder, as follows: paint and repair exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, except rear yard landscaping, gardens, patios and other rear yard improvements; provided, further, that such exterior maintenance shall not include glass surfaces.

IN WITNESS WHEREOF, I, GLENN SMITH, President of Arbor Creek Homeowners Association, Inc., have hereto set my hand and seal this 20TH day of July, 1987.

ARBOR CREEK HOMEOWNERS  
ASSOCIATION, INC.

By Glenn Smith Jr.  
GLENN SMITH  
President of Arbor Creek  
Homeowners Association, Inc.

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Smith, President of Arbor Creek Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20TH day of July, 1987.

MY COMMISSION EXPIRES:

7/19/87

NOTARY PUBLIC IN AND FOR THE  
COUNTY OF DALLAS  
PRINTED NAME OF NOTARY:  
Laura M. Drake

SM 52 3245

RETURN TO:

RWNDAL WOODLEY

S 27 FIREMOUNT

DAVIS TEXAS 75201

9198 45118

STATE OF TEXAS  
LAW OFFICES OF THE DISTRICT ATTORNEY  
100 CHAMBERS STREET  
SUITE 1400  
AUG 9 1987  
FBI - DALLAS  
CITY OF DALLAS  
COUNTY OF DALLAS  
STATE OF TEXAS  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF CRIMINAL INVESTIGATION  
DIVISION OF POLICE INVESTIGATION  
DALLAS COUNTY

THESE PROVISIONS CONSTITUTE OR USE OF COLOR ARE RESTRICTIVE IN ANY DOCUMENT WHICH RESTRICTS THE SALE OF REAL PROPERTY UNDER RENTAL  
ANY PROVISION WHICH RESTRICTS THE SALE OF REAL PROPERTY UNDER RENTAL  
OR USE OF THE INVALID LAW AND WHICH RESTRICTS THE SALE OF REAL PROPERTY UNDER RENTAL  
OF PROVISIONS WHICH RESTRICTS THE SALE OF REAL PROPERTY UNDER RENTAL

87 MUG-7 PH 2453  
Copy 24  
LTD

43

## DECLARATION

## DEED RECORD

OF

## COVENANTS, CONDITIONS AND RESTRICTIONS

A

0175

0

43.00 DEED  
1 08/31/82

THE STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS

1.0 RECITATIONS

1.1 The Owner: The owner of the hereinafter described property is Woodstone Homes, Inc., of the County of Dallas, State of Texas, and is hereinafter referred to as the "Developer."

1.2 The Property: The property to which this Declaration applies is that certain lot, tract or parcel of land lying and being situated in the County of Dallas, State of Texas, and described as follows:

Being a tract of land situated in the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas, and further being a part of a 95.3 acre tract as conveyed to H. R. Oehlke by deed filed in Volume 514 at page 26 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said 95.3 acre Oehlke tract, said point being on the south line of Buckingham Road, (a 60' R.O.W.), an iron stake for corner;

THENCE, along the said Buckingham Road south line, the following: N 89° 51' E, a distance of 838.19 feet to an iron stake for corner; S 84° 26' 30" E, a distance of 201.00 feet to an iron stake for corner; N 89° 51' E, a distance of 88.58 feet to an iron stake for corner;

THENCE, S 53° 50' W, leaving the said Buckingham Road south line a distance of 444.91 feet to an iron stake for corner;

THENCE, along a curve to the left, having a central angle of 65° 09' 14", a radius of 268.85 feet and a back tangent bearing N 85° 14' 16" W, an arc distance of 305.72 feet to the end of said curve, an iron stake for corner;

THENCE, S 29° 36' 30" W, a distance of 178.97 feet to an iron stake for corner;

THENCE, N 89° 37' 30" W, a distance of 112.65 feet to an iron stake for corner;

THENCE, N 0° 22' 30" E, a distance of 130.00 feet to an iron stake for corner;

TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

THENCE, N 72° 49' W, a distance of 178.74 feet to an iron stake for corner;

THENCE, S 89° 55' W, a distance of 140.00 feet to an iron stake for corner;

THENCE, N 0° 05' W, a distance of 386.88 feet to the place of beginning, and containing 8.377 acres of land.

which tract, or parcel of land has heretofore been by the Developer subdivided and platted into streets, alleyways, utility easements, maintenance easements, lots, parks, tennis courts, swimming pools and green belts, all as depicted on the approved plat of record in Volume 82085, Page 2255, Plat Records of Garland, Dallas County, Texas, into a residential subdivision known as "Arbor Creek Patio Homes" and is hereinafter sometimes referred to as the "Property" or as the "Subdivision."

1.3 Purpose. This Declaration is executed and adopted by the Developer prior to the conveyance of any lot in the subdivision comprising the property.

1.4 Annexation and Additions: The Developer, its successors in interest and assigns shall have the right to extend this master Declaration to the hereinafter described 9.949 acre tract located adjacent west to the subject tract without the consent of members within two (2) years of the date of recordation of these Covenants, Conditions and Restrictions. In the event said property is added, its owners shall become subject to assessments for their pro rata share of association expenses:

BEING a survey of a tract of 9.949 acres of land in the LEVI TURNER SURVEY ABST. NO. 1487 Dallas County, Texas; and being the same land as described in deed to A. C. Caldwell filed 10-26-36 Deed Records Dallas County, Texas; and said 9.949 acres being more particularly described as follows:

COMMENCING at the Northeast corner of Blk "G" Virginia Park No. 2 Addition as per map recorded in Vol. 70424, Page 64, Map Records of Dallas County, Texas, said point being in the South line of Buckingham Road, 50 feet South of its centerline: Thence N 00° 07' 43" W - 20.0 feet TO THE POINT OF BEGINNING OF THE 9.949 ACRE TRACT DESCRIBED HEREIN;

THENCE S 89° 59' 43" E, along the South line of Buckingham Road (30 feet South of its centerline), 513.08 feet to a fence corner post;

THENCE S 00° 04' 01" E, along a crooked fence, to a point in the Northwest line of Potomac Dr. (a fence line);

THENCE S 78° 44' W, along the Northwest line of Potomac Dr., a fence line, 314.49 feet;

82177.1346

THENCE S  $18^{\circ} 34' 34''$  W, along the remains of a fence,  
192.35 feet;

THENCE S  $85^{\circ} 04' 50''$  W, along a fence and hedge, 142.53  
feet to a point in the East line of Bull Run;

THENCE N  $00^{\circ} 07' 43''$  W, along the East line of Virginia  
Park 1st Installment and No. 2 Addition, 995.28 feet to  
the point of beginning and containing 9.949 acres of land.

Developer presently has no ownership or other interest in said 9.949 acre  
tract and has no obligation to submit the above described land to these  
Covenants, Conditions and Restrictions.

**2.0 ESTABLISHMENT: BENEFIT: EFFECT**

2.1 Developer has established and by these presents hereby establishes a  
general plan for the improvement and development of such subdivision and does  
hereby establish the covenants, conditions, reservations and restrictions upon  
which and subject to which all lots and portions of such lots shall be  
improved or sold and conveyed by it as owner thereof.

2.2 Each and every one of these covenants, conditions, reservations and  
restrictions is and all are for the benefit of each owner of land in such  
subdivision, or any interest therein, and shall inure to and pass with each  
and every parcel of such subdivision and shall bind the respective heirs,  
assigns and personal representatives or other successors in interest of the  
present owner thereof.

2.3 These covenants, conditions, reservations and restrictions are and  
each is imposed upon such lots, all of which are to be construed as  
restrictive covenants running with the title to such lots and with each and  
every parcel thereof, and any person acquiring, by purchase, lease or  
otherwise, any lot or interest in a lot in the subdivision, takes the same  
subject to such covenants, conditions, reservations and restrictions and  
agrees for himself, his heirs, assigns and personal representatives to be  
bound by each of such covenants, conditions, reservations and restrictions,  
jointly, separately, and severally.

VOLUME PAGE

82179 1307

### 3.0 USE RESTRICTIONS

3.1 Residential Use. Such lots within the subdivision, save and except those set apart on the map or plat thereof or otherwise designated for parks, swimming pools, cabana, tennis courts serving the homeowners, or other common usage, and each of them, are to be used for single family residential purposes only. Developer reserves the right to appropriate lots 1 through 7 in Block 1 as depicted on the plat for ingress-egress purposes in the event Developer, its successors in interest and assigns shall exercise its rights under paragraph 1.4 hereof. No building or structure intended for or adapted to business purposes, shall be erected, placed, permitted, or maintained on such premises, or any part thereof. This covenant shall be construed as prohibiting the engaging in, or practice of any commerce, industry, business, trade or profession on any lot, tract or parcel of land within the subdivision. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions and usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations, and ordinances of the City of Garland, Texas, or any other governmental authority having jurisdiction in the premises.

3.2 Appurtenant Structures. Utility lines, radio and television antennas, all clothes lines, garbage cans, equipment, wood piles or storage piles shall be enclosed to conceal them from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature as well as any proposed fencing of individual lots or any portion thereof must be approved by the Developer or architectural control committee (hereinafter defined) prior to construction. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmitting or receiving antennas shall be erected, placed or maintained on any part of such premises, but this restriction may be waived by the Developer or the architectural control committee (as hereinafter defined). Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

82170 1908

3.3 Nuisances. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or

thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

3.4 Temporary Structures; Mobile Homes; Campers. No cut-building, garage, shed, tent, trailer, mobile home or camper, or temporary building of any kind shall be erected, constructed, permitted, or maintained prior to the commencement of the erection of a residence, as is permitted hereby, and none of same shall ever be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

3.5 Signs. No sign of any character shall be displayed or placed upon any part of the property including "for rent" or "for sale" signs; provided, nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining sign structures and offices as may be deemed necessary by it for the operation of the subdivision or to promote the sale of property in, and the development of, the subdivision.

3.6 Animals. No animals, birds or fowl shall be kept or maintained on any lot or part thereof, except dogs and cats, both a breed or breeds commonly recognized to be domesticated, and pet birds kept at all times in indoor cages, all of which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupant but not for any commercial use or purposes. Nothing herein shall be construed as permitting the keeping of any animal, fish or reptile which by its inherent nature or propensity or which by its particular nature is likely to be vicious, noxious, injurious or otherwise a nuisance.

3.7 Vegetation. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

4.0 HOMEOWNERS ASSOCIATION

4.1 Formation; Purpose. The Developer has formed, or caused to be formed, under and pursuant to the laws of the State of Texas, a non-profit corporation known as "Arbor Creek Homeowners Association, Inc.," (hereinafter called the "Association") for the purpose of managing, controlling, operating, maintaining and/or owning all pools, parks, sidewalks, alleyways, creeks, trails, side yard maintenance easements, interior streets, exterior landscaping and other common areas together with the common facilities and improvements thereon within the subdivision, and such other purposes as are set forth herein, in the Articles of Incorporation and By-laws of the Association and in any amendments hereto or thereto.

4.2 Membership. Subject to and in accordance with the provisions of the Articles of Incorporation and By-laws of the Association with respect to ownership of a single lot by more than one owner, each and every lot owner, in accepting a deed or contract for any lot in the subdivision, and each and every lessee of a lot owner agrees to and shall become a member of the Association with all the rights and privileges appurtenant to such membership, and be subject to the obligations of membership set forth in the Articles of Incorporation, By-laws and Rules and Regulations of the Association, as the same exist or may from time to time be lawfully amended or enacted.

4.3 Transferability. Memberships in the Association shall not be transferable or assignable. In the event of a bona fide sale or lease of any lot in the subdivision, subsequent to the initial sale by the Developer, the seller or lessor shall ipso facto cease to be a member, and the purchaser or lessee shall thereupon become a member as provided in paragraph 4.2 above; provided, however, nothing herein shall affect the liability of the seller or lessor for assessments or other charges accruing prior to such sale or lease.

4/11 1310  
82170 1310

4.4 Voting. The Association shall have two classes of voting membership:

Class A: The sole Class A member shall be the Developer and shall be entitled to three (3) votes for each lot owned.

Class B: The Class B members shall be the owners of the individual lots in the subdivision and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as all such owners determine but in no event shall more than one vote be cast with respect to any lot.

4.4.1 Upon the occurrence of either of the following events, whichever occurs earlier, control of the Association shall pass from the Developer, as the sole Class A member, to the Class B members, after which time the Class A member shall have one (1) vote for each lot owned:

(a) When the total number of votes of the Class B members shall equal or exceed seventy-five percent (75%) of the total number of votes of the Class A and Class B members;

(b) On September 15, 1986.

4.4.2 Nothing here shall affect the rights of the Class A and Class B members with respect to special or incremental assessments provided in paragraph 5 hereof.

4.5 Ownership of Property. On or before October 15, 1982, Developer shall convey all its right, title and interest in and to all property comprising the "common areas" as defined in paragraph 7.1, infra, in the subdivision, and all improvements thereto and all appurtenances thereto in anywise belonging.

82179-1811

## 5.0 ASSESSMENTS

The Developer, for each lot owned within the subdivision, hereby covenants, and each owner of any lot in the subdivision by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association, its successors or assigns: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

5.1 Assessments; Lien. Such assessments shall be deemed to be a continuing purchase money obligation and for labor and materials furnished in the maintenance and improvement of each lot in the subdivision. A vendor's lien shall be reserved in each deed to any lot in the subdivision to secure payment of said assessment. Further, insofar as said assessments include charges for water, sewer and garbage services rendered by the City of Garland, Texas, and paid for by the Association, the said Association shall be subrogated to the tax lien of the City of Garland, Texas. All such liens and means of securing same shall be and are hereby made subordinate to the liens of purchase money vendor's lien and deed of trust holders as provided in paragraph 6.0 infra.

5.2 Assessments; Personal Liability. The owner or owners of each lot in the subdivision shall also be personally liable for any assessment, whether or not the same constitutes a valid lien upon said realty and improvements and irrespective of whether the obligation to pay same constitutes a covenant running with the land.

5.3 Assessments; Purpose. Assessments may be made for any purpose permitted by the Articles of Incorporation or the By-laws of the Association, as the same exist or from time to time may be lawfully amended.

82170 1312

5.4 Assessments; Manner of Determination. Subject to the provisions, limitations and restrictions herein contained, the Board of Directors of the Association shall, at the annual Board of Directors meeting, or at any special

meeting called for such purpose, establish from time to time the assessment charges for each lot in the subdivision. The amount of such assessment may be different for each class of membership in the Association. The first annual assessment shall be set at the organizational meeting of the Board of Directors.

5.5 Assessments; Limitations. The maximum annual assessment for each class of membership for the first year shall be established by the Board of Directors of the said Homeowners Association, and with respect to Class B membership, the amount shall not exceed Forty-Five Dollars (\$45.00) per month per lot plus a pro rata portion of the annual premium on any insurance policies maintained by the Association for casualty to the common areas, workman's compensation or public liability. With respect to Class A membership the maximum annual assessment shall not exceed twenty-five percent (25%) of the Class B assessment per month for each lot owned by Developer.

5.5.1 Prior to the time control of the Association passes from Developer to the Class B members, as described in paragraph 4.4.1 herein, Developer will pay all common area maintenance expenses and the premium on any insurance policies maintained by the Association for casualty to the common areas, worker's compensation or public liability. During this period, assessments shall be used to reimburse Developer for its actual costs. Any excess of any annual assessments over such actual cost shall be retained by the Association.

5.5.2 The annual assessment for operating expenses for each year after the first assessment shall not exceed one hundred twenty five percent (125 %) of the regular annual assessment levied for the preceding year unless 2/3rds of each class of membership of the Association shall agree.

5.5.3 Special Assessments.

82170 1913

5.5.3.1 No special assessment levied by the Board of Directors shall exceed fifty percent (50%) of the current annual

operating expense assessment unless approved by a majority of both classes of members.

5.5.3.2 Special assessments for the acquisition of capital equipment or improvements, or for the improvement of existing capital facilities, shall not be levied except upon majority vote of both the Class A and Class B members of the said Homeowners Association.

5.5.3.3 Special assessments for operating expenses of the said Homeowners Association may be levied only if the Board of Directors shall first determine that the funds available and to be available until the next annual meeting are insufficient to meet the expenses of operating the said Association until the next annual meeting, including a reasonable sum for emergency and unforeseen expenditures.

5.6 The annual assessments provided for herein shall commence as to each lot on the first day of the calendar month following the date on which a lot is conveyed to an owner by the Developer.

5.7 Assessments; Payment; Collection. All assessments shall be due and payable according to the terms of the resolution of the Board of Directors establishing same. Past due assessments shall bear interest, from the date that the same are due until paid, at the rate of twelve percent (12%) per annum. If it becomes necessary to collect said assessments through any legal proceeding, the obligor shall pay, in addition to the amount of the assessment, interest, court costs and the reasonable fees and expenses incurred in the collection of same, including attorney's fees.

6.0 RIGHTS OF LIEN HOLDERS

82170 1914

6.1 "Lien Holder" Defined. As used herein, the term "lien holder" shall mean any person, firm or corporation who shall be the lawful owner or holder of a lien or liens, evidenced by an instrument or instruments placed of record, which lien or liens shall be to secure the owner or holder thereof in

the repayment by the owner of the property covered by such lien of funds furnished or advanced in payment of the purchase price of the property secured thereby, which lien is first in priority to all other contractual liens; and who shall have previously furnished to the secretary of the Association written notice of such lien and the name and address of the owner or holder.

6.2 Subordination of Liens. The lien for assessments provided for in paragraph 5.1, and the lien for costs incurred in enforcement of these covenants provided in paragraph 9.2, shall be and are hereby made subordinate to the lien or liens of any lien holder as defined herein. The sale or transfer of any lot pursuant to a mortgage or a deed of trust foreclosure, or any judicial foreclosure in lieu thereof, or deed in lieu of foreclosure, shall extinguish the lien of such assessments which became due prior to such sale or transfer; provided, however, no sale or transfer shall relieve such lot from liability for any assessments thereafter to become due or from the lien thereof.

6.2.1 Foreclosure of the lien(s) securing the assessments shall not affect the rights of any lien holder.

6.2.2 Foreclosure of the lien(s) of any lien holder or exercise of any power of sale contained in any such lien(s) shall extinguish the assessment lien(s) as to accrued assessments only, and the property shall be liable only for assessments accruing or becoming due subsequent to such foreclosure or sale.

6.3 Breach of Covenant.

6.3.1 Notice. The Association shall, in the event of any breach of any of the covenants, conditions, reservations or restrictions herein contained or referred to herein, give to any lien holder affected, written notice of such breach and allow thirty (30) days after receipt of such written notice for such lien holder to cure or cause to be cured such breach.

6.3.2 Effect. The breach of any of the covenants, conditions, reservations or restrictions contained herein or referred to herein, shall not defeat or render invalid the lien(s) of any lien holder; but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any lien holder or lot owner whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

6.4 Organizational Structure. Lien holders shall be notified in writing reasonably in advance of any of the following actions:

6.4.1 The submission to the members of the Association of any proposal to revoke, amend or modify this Declaration, pursuant to paragraph 12 hereof.

6.4.2 The submission to the members of the Association of any resolution or proposal to

6.4.2.1 Dissolve the Association or cause it to be merged or consolidated with any other entity; or

6.4.2.2 Amend the Articles of Incorporation or By-laws of the Association.

6.5 Eminent Domain. All lien holders shall receive notice of the commencement of any proceedings in eminent domain against the common areas.

7.0 COMMON AREAS

82179 1916

7.1 Defined. The term "common areas" shall mean and consist of all lots, tracts or parcels of land, green belts, creeks, trails, including maintenance easements as depicted on the plat, and the improvements thereon lying and being situated within the subdivision and not platted into residential lots and not dedicated to the public or conveyed for streets, alleyways or utility purposes, plus those lots shown on the recorded plat as

Lots 1 through 7 in Block 1, only in the event Developer shall exercise its rights under paragraph 1.4 hereof prior to conveyance of any one of said lots, and shall include the reversionary and other rights of any servient or other estate remaining after such dedication or conveyance.

7.2 Ownership; Severance.

7.2.1 Ownership of the common areas shall remain in the Developer until transferred by it to the Association as provided in paragraph 4.5 hereof.

7.2.2 Other than the transfer provided for in paragraph 4.5 hereof, there shall be no alienation, transfer, or encumbrance of the common areas or any estate or interest therein without the approval of the then existing lien holders.

7.3 License to Use.

7.3.1 The Developer has granted and hereby grants to the original owner and each subsequent owner of any lot in the subdivision a license to use the common areas for their intended purpose in accordance with the By-laws of the Association.

7.3.2 This grant shall in all respects be construed as a license and not as an easement.

7.3.3 Such license shall be irrevocable except as provided in the By-laws of the Association.

7.3.4 Such license may not be alienated or encumbered, and any attempted alienation or encumbrance shall be absolutely void but shall not operate to terminate the license.

V:W Page:  
82179 1917

7.4 Maintenance.

7.4.1 By Association. The Association shall maintain or make provision for the operation and maintenance of the common areas so as to render same at all times in suitable condition for their intended purpose.

7.4.2 Delegation.

7.4.2.1 The obligation to operate and maintain the common areas provided above may be delegated by contract, provided that the Association shall not thereby be relieved of its obligations imposed herein.

7.4.2.2 In the event the Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the common areas which it is obligated to maintain hereunder, the City of Garland, Texas, shall have the right and may assume the duty of performing all such maintenance obligations of the Association at any time, upon giving written notice to the owners of lots in the subdivision or at any time after the expiration of ten (10) days after receipt by the Association, its successors or assigns of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied, whichever notice shall be appropriate. Upon assuming such maintenance obligations, the City of Garland may levy an assessment upon each lot on a pro rata basis the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the lot against which each assessment is made. During the period the City of Garland has a right and assumes the obligation to maintain and care for the common areas, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of the City of Garland to maintain the common areas shall cease and terminate when the Association, its successors or assigns, shall present to the City of Garland reasonable evidence of its

VII 100

82170 1918

willingness and ability to resume maintenance of the common areas. In the event the City of Garland assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Garland, its agents, representatives and employees shall have the right to access to and over the common areas for the purpose of maintaining, improving and preserving the same; and in no event, and under no circumstances, shall the City of Garland be liable to the Association or any owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or construction relating in any manner to maintaining, improving and preserving the common areas, or to any lot owner, the Association or any other person for failure to perform such maintenance. This provision may not be altered or changed without the consent of the City Council of the City of Garland evidenced by resolution.

7.5 Easements.

7.5.1 For Encroachment. In the event that any portion of any structure now or hereafter encroaches upon the common areas as a result of construction, reconstruction, repair, shifting, settlement or movement, Developer grants to the owner of the lot to which such structure is appurtenant, his heirs, assigns and personal representatives, an easement, appurtenant to such lot to the extent of such encroachment, and to the extent necessary to maintain same, which easement shall exist for the duration of such encroachment.

7.5.2 The Developer reserves the right to grant utility easements on or out of the common areas and maintenance easements as depicted on the plat recorded are reserved to the Developer and ultimately the Association when the common areas are conveyed.

7.6 Eminent Domain.

7.6.1 The proceeds resulting from the taking of the common areas or any part thereof by eminent domain shall, as promptly as practicable, be distributed pro tanto to the members of the Association and lien holders as their interests may appear.

V. Paul

82170 1919

7.6.2 Nothing herein shall affect the right of any member to compensation for the taking of or damage to his license to use the common areas.

8.0 ARCHITECTURAL CONTROL; MAINTENANCE

8.1 Approval of Building Plans. No building shall be erected upon any individual lot within the subdivision unless the same shall conform to the covenants herein contained, and the subdivision, established by plat, and then only with the approval of the Developer or its assigns. The Developer shall have the right to grant and convey all its rights to enforce these covenants, conditions, reservations and restrictions to the Association, which by its By-laws or by resolution of the Board of Directors, may delegate the right of enforcement to the Architectural Control Committee provided for in the Articles of Incorporation and By-laws of the Association. The transfer of these rights shall be at such time as, in the sole judgment of the Developer, the Association is ready to undertake the obligation of enforcing them, but in no event later than the conveyance of the common areas provided in paragraph 4.5. Upon such conveyance and grant, the Association shall have and shall succeed to all the rights and duties with the same powers as if the said Association had been named as Developer herein; provided, however, if the Association ceases to exist at any time, or if it shall fail or refuse to exercise the rights of enforcement, same shall revest in the Developer, its successors in interest and assigns.

No exterior addition to or change or alteration in the improvements on any lot shall be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the Architectural Control Committee. In the event the committee fails to approve or disapprove within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required.

8.2 Drapes and/or Curtains. No drapes, curtains or other materials shall be placed, erected, permitted or maintained in any residence over any window, door or opening which is viewable or observable or may be seen from the exterior of any residence which are not white or off-white in color, or which shall have a lining or liner which may be seen or is viewable from the exterior of any residence unless the same is white or off-white in color.

8.3 Exterior Maintenance. The Association shall provide exterior maintenance occasioned by normal usage or ordinary wear and tear upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, except rear yard landscaping, gardens, patios and other rear yard improvements; provided, further, that such exterior maintenance shall not include glass surfaces.

9.0 CASUALTY TO PROPERTY; INSURANCE; LIABILITY INSURANCE

9.1 Insurance

9.1.1 Common Areas. The Association shall procure and maintain in full force and effect a policy of property insurance covering the common areas in an amount equal to the full replacement value thereof, exclusive of land, foundation, excavation and other items normally excluded from such coverage, which policy shall contain an "Agreed Amount Endorsement," or equivalent, and a "Demolition Endorsement," or equivalent, and shall afford coverage for loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage, as well as such other hazards and perils, as any lien holder may reasonably require.

9.1.2 Individually Owned Property. Each owner shall procure and maintain in full force and effect a Texas standard form policy of fire insurance with comprehensive coverage, vandalism, malicious mischief and inflation guard endorsement, or equivalent, insuring his property and improvements in an amount equal to the full replacement value thereof without deduction for depreciation.

9.1.3 If any owner shall fail to supply proof of adequate coverage, as required in Section 9.1.2, to the complete satisfaction of the Board of Directors, the Association may procure such coverage for the owner and the premium therefor shall be an expense of the property covered and a

82170 1921

debt of the owners, collectible by any lawful procedure permitted by the laws of the State of Texas and further secured by a lien against the lot and improvements insured, enforceable in the same manner as any lien created by failure to pay the maintenance assessments.

9.2 Casualty to Common Areas. In the event of casualty to the common areas, the Association will restore the same to their condition immediately preceding such casualty.

9.3 Liability Insurance. The Association shall at all times carry policies of liability insurance in amounts deemed adequate to protect the Association with respect to its ownership and operation of the common areas.

#### 10.0 ENFORCEMENT OF COVENANTS

10.1 Right. Each and every one of the covenants, conditions, reservations and restrictions contained or referred to herein shall be considered to be an independent and separate covenant and agreement and may be enforced by the Developer, its successors in interest or assigns, the Association or by any lot owner.

10.2 Method. The Developer, its successors in interest or assigns, and/or the Association, upon any breach of covenant or the continuance of any breach thereof, may remedy such breach by injunction or other appropriate remedy in law or in equity. Should the Developer, its successors in interest or assigns, and/or the Association employ counsel to enforce any of the covenants, conditions, reservations or restrictions herein contained or referred to, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Developer, its successors in interest or assigns and/or the Association shall have a lien upon such lot or lots to secure payment of all such accounts.

10.3 Liability. No delay or omission on the part of the Developer or the Association in exercising any right, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained or referred to shall be construed as a waiver

thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of the failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable.

11.0 COVENANTS; VALIDITY; DURATION

11.1 Validity. In the event that any one or more of the covenants, conditions, reservations or restrictions herein contained shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so expressly held to be void and they shall continue unimpaired and in full force and effect; provided further, that in the event the provisions hereunder are declared void by court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effected, then and in that event, such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Texas.

11.2 Duration. All of the covenants, conditions, reservations and restrictions herein contained shall continue and remain in full force and effect at all times as against the owner of any lot in the subdivision, regardless of how he acquired title until December 31, 2001, on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect upon such premises or any owner thereof; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years and thereafter in successive ten (10) year periods unless on or before the end of the base period or periods the members of the Association shall by majority of votes declare a termination of same or any number thereof. The minutes of a membership meeting wherein such action is taken, duly certified by the secretary of the Association and acknowledged as required by law, shall be filed among the deed records in Dallas County, Texas, whereupon such covenants, conditions, reservations and restrictions as

shall have been terminated shall be deemed terminated. If the Association has ceased to exist, the owners of a majority of the lots in the subdivision may by written instrument duly recorded declare a termination of same. Although these covenants, conditions, reservations and restrictions may expire as herein provided, any cause of action for breach of these covenants, conditions, reservations or restrictions accrued prior to such expiration shall be absolute.

#### 12.0 AMENDMENTS

12.1 By Developer. Subject to the contract rights of any person having a contract to purchase a lot in the subdivision, prior to the conveyance of any lot in the subdivision to which this declaration is applicable, this declaration may be revoked, amended or modified from time to time in any or more particulars by the Developer executing and placing of record an instrument setting forth such revocation, amendment or modification.

12.2 By the Association. After the conveyance of any lot in the subdivision to which this Declaration is applicable, this Declaration may be revoked, amended or modified from time to time, in any one or more particulars by the Association in the following manner:

12.2.1 For twenty (20) years from the date this Declaration is recorded, any amendment, modification or revocation of the Declaration shall be by an instrument signed by the owners of not less than ninety percent (90%) of the lots and approved by the City of Garland, which approval shall not be unreasonably withheld.

12.2.2 After such 20 year period, any amendment, modification or revocation shall be by instrument signed by the owners of not less than seventy five percent (75%) of the lots, and approved by the City of Garland, Texas, which approval shall not be unreasonably withheld;

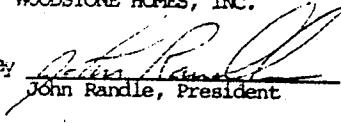
12.2.3 Any such amendment, modification or revocation shall be recorded in the Deed Records of Dallas County, Texas.

VOL 1  
82170 1934

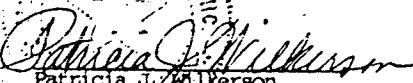
IN WITNESS WHEREOF, I have hereunto set my hand at Dallas, Texas, this

26<sup>th</sup> day of August, 1981.

WOODSTONE HOMES, INC.

By   
John Randle, President

Attest:

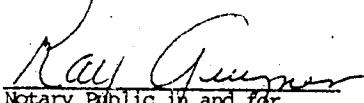
  
Patricia J. Wilkerson  
Secretary

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared John Randle, whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said WOODSTONE HOMES, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of August, 1981

  
Notary Public in and for  
Dallas County, Texas



VOL PAGE

82170 1925

Return To:  
Plano Title Co.  
P.O. Box 219  
Plano, Texas 75074

FILED  
*[Signature]*  
COUNTY CLERK  
DALLAS COUNTY

82 AUG 30 PM 1:50

STATE OF TEXAS  
I hereby certify that this instrument was filed on the  
date and time aforesaid and was duly recorded  
in the County Clerk's office or other place where  
deeds and other instruments are recorded in Dallas County,  
Texas.

AUG 31 1982  
*[Signature]*  
COUNTY CLERK, DALLAS COUNTY, TEXAS

82170 1026

BY-LAWS  
OF  
ARBOR CREEK HOMEOWNERS ASSOCIATION

Pursuant to the Texas Non-profit Corporation Act, by resolution of the initial Board of Directors duly promulgated and adopted effective the \_\_\_\_\_ day of \_\_\_\_\_, 1982, the following are herewith adopted as the By-laws of the Arbor Creek Homeowners Association, a corporation organized pursuant to said Act:

ARTICLE ONE

Section 1. Principal Office. The principal office of the corporation in the State of Texas shall be located in the City of Dallas, County of Dallas.

Section 2. Other Offices. The corporation may have such other offices, either within or without the County of Dallas, State of Texas, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

ARTICLE TWO

Section 1. Eligibility. Each individual lot within the subdivision shall be entitled to one membership in the corporation. The rights, privileges, duties and obligations pertaining to such membership shall automatically vest with the conveyance of record title in the record title holder, subject to the provisions of the Declaration of Covenants, Conditions

and Restrictions, the Articles of Incorporation with respect to voting, and subject to the other provisions of these By-laws.

Section 2. Use of Membership. The rights and privileges inuring to membership in the corporation, except for voting rights and rights upon dissolution, shall be exercisable by the record title holder, who shall be deemed the member, and his immediate family. Where there is more than one record title holder, only one of such owners shall be deemed the member and shall be permitted to exercise the rights and privileges of membership. Nothing herein shall, however, relieve all record title holders of the duties and obligations of membership; provided, that the Board of Directors may by resolution permit more than one record owner of a lot to exercise the privileges and rights of membership, except to the extent that such privileges and rights are conferred on one owner under the Articles of Incorporation.

Section 3. Transferability. Memberships shall vest automatically, appurtenant to the conveyance or lease of any lot in the subdivision. They shall not be transferable or assignable. In the event of a bona fide sale or lease of any lot in the subdivision, subsequent to the initial sale by the Developer, the seller or lessor shall ipso facto cease to be a member, and the purchaser or lessee shall thereupon become a member; provided, however, nothing herein shall affect the liability of the seller or lessor for assessments or other charges accruing prior to such sale or lease.

This By-law provision restricting transfer and assignment shall be incorporated by reference on any certificate of membership in accordance with the provisions of Article 2.10F of the Texas Business Corporation Act.

## ARTICLE THREE

### Meetings of Members

Section 1. Annual Meeting. An annual meeting of the members shall be held at Dallas, Texas, on the first Friday in the month of August in each year, beginning with the year 1983 at the hour of 8:00 p.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the date designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special meetings of the members may be called by the President, the Board of Directors or by not less than twenty-five percent (25%) of the members having voting rights, irrespective of the number of votes held by said members. All special meetings of the Homeowners Association shall be held at 8:00 p.m.

Section 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Texas; but if all the members shall meet at any time and place, either within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any special meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting not less than five (5) days prior to the date of such meeting, by or at the direction of the President, or the Secretary, or the Directors or other persons calling the meeting. In case of a special meeting or when required by statute or by these By-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail with proper first class postage prepaid thereon, addressed to the member at his address as it appears on the record of the corporation.

Notices of meeting shall also be given to lienholders as defined in the Declaration.

Section 5. Informal Action by Members. Any action required by law to be taken at a meeting of the member, or any action that may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all members entitled to vote with respect to the subject matter thereof.

Section 6. Quorum. The members holding fifty percent (50%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or in order to make a determination of members for any other purpose, the Board of Directors of the

corporation may provide that the membership transfer books shall be closed for a stated period not to exceed, in any case, thirty (30) days. If the membership transfer books shall be closed for the purpose of determining members entitled to notice or to vote at a meeting of members, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the membership transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of members, such date in any case shall be not more than thirty (30) days and, in case of a meeting of members, not less than ten (10) days prior to the date on which the particular action, requiring such determination of members, is to be taken. If the membership transfer books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date on which notice of a meeting is mailed shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in these By-laws, such determination shall apply to any adjournment thereof, except when the determination has been made through the closing of the membership transfer books and a stated period of closing has expired, in which case the membership books will remain open but such determination shall be made by the fixing of a record date by the Board of Directors or, if the record date is not fixed by the Board of Directors, by the mailing of notice of the adjourned meeting of the members, which notice shall be according to these By-laws and according to the statutes in such cases made and provided.

Section 8. Voting Lists. The officer or agent having charge of the membership transfer books of the corporation shall make, at least ten (10) days before each meeting of members, a complete list of members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical

order, with the address and the number of votes held by each, which list, for a period of ten (10) days prior to such meeting shall be kept on file at the registered office of the corporation and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original membership transfer books shall be prima facie evidence as to who are the members entitled to examine such lists or transfer books or to vote at any meeting of members.

## ARTICLE FOUR

### Board of Directors

Section 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors. Directors need not be members of the corporation.

Section 2. Number, Tenure and Qualifications. The number of Directors shall be three (3). Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

Section 3. Regular meetings. The regular annual meeting of the Board of Directors shall be held without other notice than this By-law provision, immediately after, and at the same place, as the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two

Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meetings of the Board called by them.

Section 5. Notice. Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with proper first class postage prepaid thereon, in a sealed envelope so addressed. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The notice of any special meeting shall set forth the purpose for which such meeting is called, and no other business may be transacted at such meeting except with the express written consent of all Directors.

Section 6. Quorum. Two (2) members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than two (2) of the Directors are present at said meeting, the Director present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of two (2) of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these By-laws.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of the remaining Directors, though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at the next membership meeting.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, any Director may be indemnified for expenses and costs, including attorney's fees, actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been such Director, except in relation to matters as to which he shall have been guilty of gross negligence or misconduct in respect of the matter in which indemnity is sought. The provisions of this By-law shall be cumulative of and in addition to the rights of indemnity afforded a Director of a non-profit corporation under the applicable statutes in such cases made and provided. Nothing herein shall preclude a Director from receiving compensation from the corporation for services rendered by him such as legal, accounting or other professional services for which he would ordinarily receive remuneration, provided that such compensation shall not exceed the usual and customary charges for such services in Dallas County, Texas, and shall previously have been authorized by resolution of the Board of Directors.

Section 10. Informal Action. To the extent permitted by law, the Board of Directors may, by unanimous written consent, take any action which could have been taken at a regular or special meeting of the Board.

A Director may waive formal notice of any meeting of the Board by a written waiver appended to or incorporated in the minutes of such meeting.

## ARTICLE FIVE

### Officers

Section 1. Officers. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion.

Section 5. President. The president shall be the principal executive officer of the corporation and shall, in general, supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws or by statute to some other officer or agent of the corporation; and in general, he shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the president or in event of his inability or refusal to act, the vice president, or in the event there be more than one vice president, vice presidents in the order of their election, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions on the president. Any vice president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 7. Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due

and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be elected by the Board of Directors and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 8. Secretary. The secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-laws or as required by law, be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws, keep a register of the post office address of each member, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the president or the Board of Directors.

## ARTICLE SIX

### Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument, including, but not limited to, conveyances of easements in the common areas, in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; provided, however, no part of the common areas shall be transferred, alienated or encumbered without the prior approval of all lienholders.

Section 2. Checks, Drafts, or Orders for Payment. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the corporation.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the corporation.

## ARTICLE SEVEN

### Rules and Regulations

Section 1. Adoption. The Board of Directors may, by resolution, from time to time adopt such rules and regulations concerning the use of common areas and facilities as the Directors may deem proper and in the best interest of the members. Such rules and regulations shall be published or otherwise made available to all persons affected thereby in any manner reasonably calculated to give notice thereof.

Section 2. Enforcement. After due notice and an opportunity to be heard, the Board of Directors may, by resolution, suspend the membership rights and privileges of any person found to have willfully or habitually violated such rules and regulations.

Section 3. Emergency Enforcement. Where the exigencies of the situation are such that there is not sufficient time for the Board of Directors to act, the membership rights and privileges of any member who has or is about to violate any rule or regulation adopted pursuant hereto and such violation has or is likely to cause damage or harm to person or property may be suspended, without prior notice or hearing, by any officer, Director or duly authorized employee of the corporation. Such suspension shall not be valid for a period beyond fifteen (15) days from the date thereof. During such time, a special meeting of the Board of Directors shall be convened to afford the suspended member an opportunity to be heard. At such meeting, or any adjournment thereof, the suspension shall be removed, modified or affirmed by the Board of Directors for any period of time.

Section 4. Other Remedies. The remedies of suspension provided herein shall be cumulative of and in addition to all other rights and remedies available, at law or in equity, to the corporation or the members thereof.

## ARTICLE EIGHT

### Assessments

Section 1. Nature, Amount. The Board of Directors shall, at the annual Board of Directors meeting or at any special meeting called for such purpose, establish from time to time assessment charges, both regular and special, for each member, in accordance with the provisions of the Declaration and Articles of Incorporation.

Section 2. Lien, Personal Liability. Such assessments shall constitute a lien upon the respective lots in the subdivision as provided in said Declaration. Said lien shall be subordinated to certain purchase money liens as provided in said Declaration.

The owner or owners of each lot in the subdivision shall also be personally liable for any assessment, whether or not the same constitutes a valid lien upon said realty and improvements and irrespective of whether the obligation to pay same constitutes a covenant running with the land.

## ARTICLE NINE

### Maintenance

Section 1. Common Areas. The corporation shall maintain the common areas as required by the Declaration.

Section 2. Liability for Damages. The corporation shall not be liable or responsible for the destruction or loss of or damage to the property or person of any member or the guest of any member, or visitor, invitee or other person.

Section 3. Maintenance of Private Improvements. In addition to maintenance upon the common areas, the Homeowners Association shall provide exterior maintenance occasioned by normal usage or ordinary wear and tear upon

each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, except rear yard landscaping, gardens and walkway areas, gated patios and other improvements; provided further, that such exterior maintenance shall not include glass surfaces.

At such times and from time to time, as the architectural control committee may determine, the corporation shall have the right to paint the exterior of any building in the subdivision. Upon a determination by the architectural control committee that painting is necessary or desirable, written notice shall be given to the member/owner of such building. Such notice shall contain two (2) or more suggested colors or color schemes, as the architectural control committee may determine. The member shall, within ten (10) days after receipt of such notice, select such color or color scheme as he may desire and so specify to the architectural control committee in writing. If the member shall fail to make such selection within the period specified, the corporation shall use the color or color scheme selected by the architectural control committee. The corporation, through its agent, servants, employees or independent contractors, shall have the right to go upon any premises for the purposes of painting or performing other maintenance as herein provided.

Section 4. Insurance. The corporation shall procure and maintain the casualty and other insurance required by the Declaration of Covenants, Conditions and Restrictions.

Section 5. Maintenance Contract. The corporation may contract with any person, firm or corporation for the performance of any duties of maintenance, operation or repair imposed upon the corporation hereunder or

under the Declaration; provided, however, any such contract for a term of not more than one (1) year shall be terminable for cause by the corporation without further liability on not more than thirty (30) days' notice to the other party and to all lienholders (as defined in the Declaration); provided further, the contractual delegation of such duties to any third person shall not relieve the corporation of its liability for the performance thereof.

## ARTICLE TEN

### Committees

Section 1. Architectural Committee. The Board of Directors shall appoint an architectural control committee consisting of three or more members, two of whom must be members of the Board of Directors, which members shall serve at the pleasure of the Board of Directors. The act of a majority of the members of the committee shall be the act of the committee. Meetings of the committee shall be had at such times and places and upon such notice, not inconsistent with the charter or By-laws, as the Board of Directors may, by resolution, from time to time prescribe.

No permanent structure may be erected in the subdivision without the written approval of the architectural control committee having first been obtained. To obtain approval, all drawings, designs, specifications, architectural plans and such other documents as the committee may request shall be submitted to the committee. If not acted upon within thirty (30) days, the plans submitted shall be deemed to have been accepted. The committee shall have the right to retain all documents submitted to it permanently. Approval of any plans submitted shall not be withheld unless the committee determines from the documents submitted, or from other sources, (1) that the proposed structure does not conform to the subdivision restrictions

or to the applicable statutes, rules, regulations and zoning ordinances of any governmental authority having jurisdiction in the premises, or (2) that the proposed structure is, in the opinion of the committee, architecturally or aesthetically unpleasant or not architecturally or aesthetically in harmony with the existing structures in the subdivision. The good faith determination of the committee shall in all respects be deemed conclusive and not subject to review.

The architectural control committee shall have the right, on behalf of the corporation, to take any action necessary to enforce the subdivision deed restrictions.

The architectural control committee may, on behalf of the corporation and the members thereof, waive any deed restriction in instances where its enforcement would, in the opinion of the committee, cause undue hardship, and where, in the opinion of the committee, the waiver will not detract from the value of the immediately adjacent properties. The good faith determination of the committee in this respect shall be conclusive.

If the committee determines that any structure is or has been constructed not strictly in accordance with the plans approved by it, it may require that such structure be removed or the deviation corrected, at the expense of the member, on whose lot the same is situated within a reasonable time. The committee shall, on behalf of the corporation, have the right to exercise such legal and equitable remedies as may be necessary to insure that any structure conforms strictly to the plans approved by the committee, or to secure removal of any nonconforming structure.

Section 2. Other Committees. Other committees may be established from time to time by resolution of the Board of Directors. Such resolution shall set forth the number, tenure and qualifications of the members of such

committees and shall prescribe the time, place, frequency and prerequisite notice of meeting of such committees. Where the function of such committees, as established by the Board of Directors, is deemed a managerial function vested in the Board of Directors pursuant to law, the charter or the By-laws, at least two (2) members of the Board of Directors shall be members of such committee.

## ARTICLE ELEVEN

### Miscellaneous Provisions

Section 1. Amendments. These By-laws may be amended, modified or repealed and new By-laws adopted at any meeting of the members at which a quorum is present, by the affirmative vote of the majority, without regard to class, of the members present at such meeting or by proxy, provided notice of the proposed amendment, modification or repeal is contained in the notice of such meeting.

Section 2. Seal. The Board of Directors shall provide a corporate seal which shall be in the form and tenor herein below affixed to these By-laws:

Section 3. Fiscal Year. The fiscal year of the corporation shall be the calendar year, January 1 through December 31.

Section 4. Books and Records. The association shall maintain an adequate set of books of account and records of fiscal transactions kept in accordance with generally accepted accounting principles. Such books of

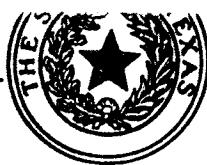
account and records, as well as all contracts, minutes of meetings and membership lists, shall be kept at the principal office of the association and shall be available for inspection and copying by a lienholder or member or his attorney between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday (except legal holidays), upon twenty-four (24) hours' written notice.

The association will, at the request of any lienholder stating the reason therefor, permit the books of account and records to be audited by a certified public accountant, at the expense of the requesting lienholder.

Section 5. Definitions. Reference herein to the "Declaration" is to the Declaration of Covenants, Conditions and Restrictions recorded in Volume 82170, Page 1905, of the Deed Records of Dallas County, Texas.

All other terms and expressions used herein have the same meaning as that set forth in the Declaration.

Section 6. Conflict. In the event of conflict between the Declaration, Articles of Incorporation and/or these By-laws, the Articles of Incorporation shall control over these By-laws, and the Declaration shall control over both.



# The State of Texas

## Secretary of State

### CERTIFICATE OF INCORPORATION

OF

ARBOR CREEK HOMEOWNERS ASSOCIATION  
CHARTER NUMBER 623989

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE  
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE  
ARTICLES OF INCORPORATION.

DATED SEP. 27, 1982



David G. Dean  
Secretary of State

ARTICLES OF INCORPORATION

OF

FILED  
In the Office of the  
Secretary of State of Texas

ARBOR CREEK HOMEOWNERS ASSOCIATION

SE? 27 1982

Clerk D  
Corporations Section

We, the undersigned, natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-profit Corporation Act, do hereby adopt the following articles of incorporation for such corporation:

The name of the corporation is ARBOR CREEK HOMEOWNERS ASSOCIATION.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes for which the corporation is organized are:

(1) to own those areas within the Arbor Creek Patio Homes project, a planned unit development or subdivision, the map or plat of which is recorded in Volume 82085, Page 2255, of the Map Records of Dallas County, Texas, defined as "common areas" in the Declaration of Covenants, Conditions and Restrictions recorded in Volume 82170, Page 1905, of the Deed Records of Dallas County, Texas, upon conveyance thereof to the corporation by the Developer named in said Declaration;

(2) to maintain, operate, and promulgate and enforce rules with respect to the use of such common areas for the benefit of the members of the corporation;

(3) to enforce the above described Declaration on its own behalf and on behalf of its members;

(4) to levy and enforce the collection of the assessments, both regular and special, provided in said Declaration for the purposes of acquiring and maintaining capital improvements, and to defray operating expenses and the expenses incident to the maintenance of the property, improvements of the members thereof, common areas, common area improvements and all green belt areas;

(5) to maintain the property and improvements of the members hereof as provided in said Declaration;

(6) to do any and all other acts or perform any other functions provided in said Declaration or incident to the above purposes or reasonably calculated to protect the value of property within the said subdivision or to be for the mutual benefit of the members.

#### ARTICLE FIVE

The street address of the initial registered office of the corporation is 2030 Avenue G, Suite 1104, Plano, Texas 75074, and the name of its initial registered agent at such address is John Randle.

#### ARTICLE SIX

The number of directors constituting the initial board of directors of the corporation is three, and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
John Randle	2030 Avenue G, Suite 1104 Plano, Texas 75074
Roger B. Gadd	2030 Avenue G, Suite 1104 Plano, Texas 75074
Lew Richey	2030 Avenue G, Suite 1104 Plano, Texas 75074

#### ARTICLE SEVEN

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
John Randle	2030 Avenue G, Suite 1104 Plano, Texas 75074
Roger B. Gadd	2030 Avenue G, Suite 1104 Plano, Texas 75074
Lew Richey	2030 Avenue G, Suite 1104 Plano, Texas 75074

#### ARTICLE EIGHT

A. Ownership of the corporation shall be vested in its members. The members shall be those persons owning a lot or lots within the subdivision. The members shall be divided into the following classes or classifications and the rights of each class with respect to the property of the corporation and with respect to the management of the corporation shall be as follows:

Class A: Class A shall consist of one member who shall be the subdivision developer, WOODSTONE HOME, INC., its successors in interest and assigns. Until more than seventy-five percent (75%) of the individual lots in the subdivision have been sold, or September 15, 1986, whichever occurs first, the Class A member shall have three votes for each lot owned by it, its successors in interest and

assigns, at the time the books of the corporation are closed for voting purposes as provided in the By-Laws. After such time as more than seventy-five percent (75%) of the individual lots in the subdivision have been sold, or September 15, 1986, whichever occurs first, the Class A member shall have one vote for each lot owned by it, its successors in interest and assigns, at the time the books of the corporation are closed for voting purposes as provided in the By-Laws.

Class B: Class B shall consist of those persons owning a lot or lots within the subdivision other than the Class A member. The Class B member shall have one vote for each lot owned.

B. Where the record title to any lot shall be in more than one person, the record owners shall designate in writing among themselves one person to exercise the voting rights, which designation shall prevail until a contrary designation signed by all record owners is received by the corporation. Upon dissolution of the Corporation, any distribution shall be made to all record owners jointly and severally, as their interest may appear. Where the record title to any lot is in the name of a married person, either spouse shall be entitled to vote, but in the event of a conflict, the record owner shall be entitled to vote.

C. Dissolution of the Corporation shall require the affirmative vote of 2/3rds of the members of each class. On liquidation of the corporation, if there are any assets remaining, same shall be distributed to the members in accordance with law and the articles of dissolution. The share of each member shall be calculated in the same proportion as the votes of such member bears to the total number of eligible votes at the time of

distribution, except that for this purpose the Class A member shall have only one vote per lot owned.

D. Members shall be permitted to vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the association. No proxy shall extend beyond a period of eleven (11) months, and any proxy shall automatically cease upon the member's termination of membership in the association.

E. Memberships shall vest automatically, appurtenant to the conveyance or lease of any lot in the subdivision. They shall not be transferable or assignable. In the event of a bona fide sale or lease of any lot in the subdivision, subsequent to the initial sale by the Developer, the seller or lessor shall ipso facto cease to be a member, and the purchaser or lessee shall thereupon become a member; provided, however, nothing herein shall effect the liability of the seller or lessor for assessments or other charges accruing prior to such sale or lease.

#### ARTICLE NINE

The board of directors shall appoint an architectural control committee whose function and duties shall be prescribed by the By-Laws and the board of directors, not inconsistent with the By-Laws or this Charter. Such committee shall be comprised of not less than three persons, and the members thereof shall serve at the pleasure of the board of directors.

The board of directors may from time to time appoint such other committees, either standing or ad hoc, as it shall deem appropriate and prescribe such duties and functions as may seem expedient or desirable. The board of directors may delegate any duties of an officer or director to such committees to the extent allowed by law and not expressly prohibited by the

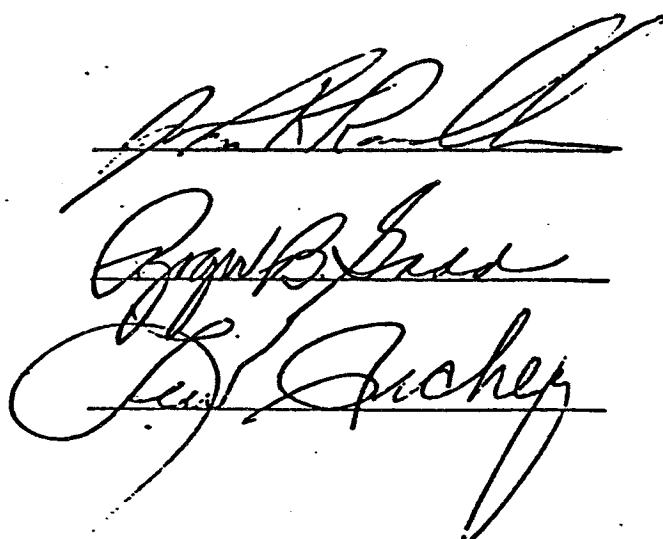
By-Laws. The members of such committees shall serve at the pleasure of the board of directors.

Except as required by law, no member of any committee (including architectural control committee) shall be required to be a member of the corporation or an officer or director unless so specified by the board of directors.

#### ARTICLE TEN

Amendment of these articles shall require the affirmative vote of 75% of the entire membership, without regard to class, however, no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded Declaration of Covenants, Conditions and Restrictions applicable to the Arbor Creek Patio Homes project.

IN WITNESS WHEREOF, we have hereunto set our hands, this 22<sup>nd</sup> day of September, 1982.



THE STATE OF TEXAS  
COUNTY OF DALLAS

I, Madeline J. Reynolds, a notary public, do hereby certify that on this 22<sup>nd</sup> day of September, 1982, personally appeared before me John Randle, Roger B. Gadd, and Lew Richey, who each being by me first duly sworn,

severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Madeline J. Reynolds  
Notary Public in and for  
Dallas County, Texas

My Commission Expires:

6-15-84

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## DOCUMENT RETENTION POLICY

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors (the "Board") of the Association desires to establish a policy for document retention consistent with Section 209.005(m) and to provide clear and definitive guidance to property owners.

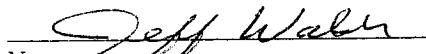
NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association documents may be maintained in paper format and/or in an electronic format which can be readily transferred to paper.
2. Association documents shall be retained for the durations listed below, and the Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.
  - a. Certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently;
  - b. Financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years;
  - c. Account records of current owners shall be retained for five (5) years;
  - d. Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property;
  - e. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
  - f. Minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting;

- g. Tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year; and
  - h. Decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for (7) years from the decision date.
3. Any documents not described above may be retained for the duration deemed to be useful to the purpose of the Association.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.
5. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005(m) and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Waller  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## DOCUMENT INSPECTION AND COPYING POLICY

STATE OF TEXAS            §  
                                §  
COUNTY OF DALLAS        §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to amend Section 209.005 thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors (the "Board") of the Association desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Inspection and Copying Policy*.

1. Right to Inspect. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy.
2. Books and Records Available for Inspection and Copying. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code.

Pursuant to Section 209.005(d) of the Texas Property Code an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding.

Pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Owner Request. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the

Association or its managing agent as reflected on the Association's current management certificate.

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected.

The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

- a. Request to Inspect. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").
- b. Request to Copy. If the Requesting Party requests copies of the Association's books and records, the Association shall produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request.
- c. Association Notice of Delay in Producing Books and Records. If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that:
  - (i) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and
  - (ii) state a date by which the information will be either sent or made available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

4. Inspection Time and Place. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates.

No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

5. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

a. Copy charges.

- (i) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.
- (ii) 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. Rewritable CD (CD-RW)--\$ 1.00;
  6. Non-rewritable CD (CD-R)--\$ 1.00;
  7. Digital video disc (DVD)--\$ 3.00;
  8. JAZ drive--actual cost;
  9. Other electronic media--actual cost;
  10. VHS video cassette--\$ 2.50;
  11. Audio cassette--\$ 1.00;
  12. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
  13. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

b. Labor charge. The labor charge for locating, compiling, manipulating data, and reproducing information is as follows:

- (i) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (ii) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.
- (iii) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

c. Overhead charge.

- (i) 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. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

- (ii) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.
- (iii) The overhead charge shall be computed at twenty percent (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).

d. Postal and shipping charges.

- (i) The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

6. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance.

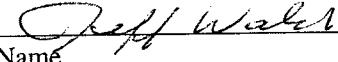
If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information.

If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association.

If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding document inspection and copying which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Weller  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR RAINWATER RECOVERY DEVICES

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.007(d) thereto dealing with the regulation of rainwater recovery devices; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding rainwater recovery devices therein, it is appropriate for the Association to adopt guidelines regarding rainwater recovery devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Devices*.

1. An owner may not install a rain barrel or rainwater harvesting system if:
  - a. such device is to be installed in or on property:
    - (i) owned by the Association;
    - (ii) owned in common by the members of the Association; or
    - (iii) located between the front of the owner's home and an adjoining or adjacent street; or
  - b. the barrel or system:
    - (i) is of a color other than a color consistent with the color scheme of the owner's home; or
    - (ii) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
2. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:

- a. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
  - b. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.
3. An owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, an owner must submit plans and specifications to receive the written approval of the Board or architectural control/review committee.

The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding rainwater recovery devices which may have previously been in effect. Except as affected by Section 202.007(d) and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held  
12-2-11, and has not been modified, rescinded or revoked.

  
Name Jeff Walsh  
Title PRESIDENT  
Arbor Creek Homeowner Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.010 thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices*.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee, subject to these guidelines.
3. Any such Devices must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling on an owner's property;
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Devices must:
  - a. have no portion of the Devices higher than the roof section to which it is attached;
  - b. have no portion of the Devices extend beyond the perimeter boundary of the roof section to which it is attached;
  - c. conform to the slope of the roof;

- d. be aligned so that the top edge of the Devices is parallel to the roof ridge line for the roof section to which it is attached;
  - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Devices may extend above the fence. If the fence is not a solid fence which blocks view of the Devices, the Association may require the Devices be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety;
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner or resident of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

Jeff Wash  
Name  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS §  
§ KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF DALLAS §

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 thereto regarding the display of flags; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding flag display within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for the Display of Flags*.

1. An owner or resident may display:
  - a. the flag of the United States of America;
  - b. the flag of the State of Texas; and/or
  - c. an official or replica flag of any branch of the United States armed forces.
2. An owner may only display a flag described in 1. above if such display meets the following criteria:
  - a. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
  - b. A flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  - c. A flagpole attached to a dwelling or a freestanding 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;
  - d. The display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record; and

- e. A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- 3. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
  - a. An owner may not install a flagpole which is greater than twenty feet (20') in height;
  - b. An owner may not install more than one flagpole on the owner's property;
  - c. Any flag displayed must not be greater than 3' x 5' in size;
  - d. Lights used to illuminate a displayed flag must comply with the following:
    - (i) Be ground mounted in the vicinity of the flag;
    - (ii) Utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover;
    - (iii) Points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
    - (iv) Provides illumination not to exceed the equivalent of a 300 watt incandescent bulb or per the lighting stipulations of the City.

Lights used to illuminate a displayed flag that do not comply with the above requirements constitute a nuisance and are not permitted on an owners' property.

- e. An owner may not locate a displayed flag or flagpole on property that is:
  - (i) owned or maintained by the Association; or
  - (ii) owned in common by the members of the Association.
- f. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding the display of flags which may have previously been in effect. Except as affected by Section 202.011 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

Jeff Waller  
Name  
Title **PRESIDENT**  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## PAYMENT PLAN POLICY

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to add Section 209.0062 thereto dealing with payment plans; and

WHEREAS, the Board of Directors (the "Board") of the Association is required to adopt reasonable guidelines regarding a payment schedule in which an owner may request to make partial payments to the Association for delinquent regular or special assessments or any other amounts owed to the Association.

WHEREAS, the Board of Directors of the Association desires to establish a payment plan policy consistent with Section 209.0062 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may request and then make partial payments to the Association for amounts owed without accruing additional penalties.
2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:
  - a. The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
  - b. The Owner must not have defaulted on a prior payment plan within the prior two (2) year period; and
  - c. The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.
3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:
  - a. Requirements of Payment Plan Request. Within thirty (30) days of the date of the initial letter which informs the owner of the right to request a payment plan,

an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.

- b. Term. The term of the payment plan or schedule is six (6) months.
- c. Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan within the same time frame as the submission of the Owner's payment plan agreement which must be signed by all Owners.

The initial payment must be in an amount equal to twenty-five percent (25%) of the delinquent amount owed. The Owner must make all additional monthly installments under the payment plan in equal amounts so that the payments are received by the Association no later than the first (1<sup>st</sup>) day of each month.

The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).

- d. Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e. Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f. Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule.

Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law.

The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.

- g. Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an Owner, the Association may accept payment arrangements offered by Owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor longer than eighteen (18) months.

The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. **Default.** If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default.

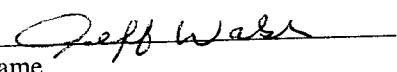
If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. **Board Discretion.** Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.
6. **Severability and Legal Interpretation.** In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist.

Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding payment plans which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name \_\_\_\_\_  
Title **PRESIDENT**  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR ROOFING MATERIALS

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 thereto dealing with the regulation of roofing materials and other things; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

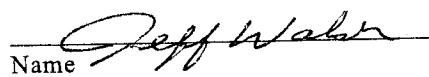
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials*.

1. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
  - a. are designed to:
    - (i) be wind and hail resistant;
    - (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - (iii) provide solar generation capabilities; and
  - b. when installed:
    - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - (ii) are more durable than and are of equal or superior quality to the shingles described by subsection (i) above; and
    - (iii) match the aesthetics of the property surrounding the owner's property.
2. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

3. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name **Jeff Walker**  
Title **PRESIDENT**  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR RELIGIOUS ITEM DISPLAY

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.018 thereto dealing with the regulation of religious item display; and

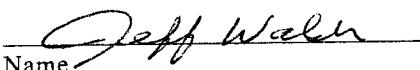
WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding religious item display therein, it is appropriate for the Association to adopt guidelines regarding religious item display within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for the Display of Religious Items.*

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame of the owner's or resident's dwelling.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety;
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Association is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding religious item display which may have previously been in effect. Except as affected by Section 202.018 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held  
12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Welsh  
Title PRESIDENT  
Arbor Creek Homeowners Association

## ARBOR CREEK HOMEOWNERS ASSOCIATION

### RULES AND REGULATIONS

#### 1.0 PREAMBLE

- 1.1 Adoption: These rules and regulations are an amendment to the By-laws of Arbor Creek Homeowners Association as allowed by Article Seven, Section One; and replace Schedule A: Rules and Regulations adopted on November 8, 1983. They supplement but do not supersede the Declaration of Covenants, conditions and Restrictions of the Arbor Creek Homeowners Association, Inc. These rules and regulations do supersede any previous edition of the Rules and Regulations.
- 1.2 Purpose: To maintain and enhance the value of each Homeowner's property and to provide regulations for the common area, swimming pool, tennis court, etc.
- 1.3 Applicability: These rules apply to all Homeowners, Tenants, their families and guests, and/or other persons residing in any property in Arbor Creek.
- 1.4 Notification: Each Homeowner will be provided with a copy of these Rules and Regulations. In the event a Homeowner leases out the property, the Homeowner shall provide lessee with a copy. Any lease must state that lessee is subject to the provisions of the Association.
- 1.5 *Amended  
8/25/99* Penalties: Penalties will be assessed by the Board of Directors for violations of these Rules, the By-laws, and/or the Declaration of Covenants, Conditions and Restrictions of the Arbor Creek Homeowners Association in the amount of five dollars (\$5.00) per day. Written notification of the violation will be sent to the Homeowner, who will have fifteen (15) days after receipt of the notice to correct the violation. As a result of a violation, or periodically for cause, a Board member may inspect a property, but will not enter private property without specific permission of the owner. A violating Homeowner may petition the Board for relief from fines.
- 1.6 Recourse: If a violation is not corrected, or fines not paid, the Board of Directors may take any action deemed appropriate, including but not limited to, correction of the violation at the Homeowner's expense. Any money received by a delinquent owner may first be applied to fines, late charges, collection charges, attorney charges, or any other charges incurred by the owner before being applied to the regular monthly maintenance assessments. If legal action is necessary, the Owner and/or Tenant in violation shall be responsible for payment of all court costs and expenses, including reasonable attorney's fees, expended in the enforcement.

20012 06019

2.0 COMMON AREAS

- 2.1 Any common sidewalks, passageways, driveways, etc., shall not be obstructed in any way.
- 2.2 No article shall be placed on or in any of the common areas or elements, except those which are the common property of all the Homeowners.
- 2.3 No decoration or article shall be placed upon, and no work of any kind shall be done upon, the exterior building walls or upon the general common area structures, except those expressly approved by the Architectural/Maintenance Committee.
- 2.4 All Homeowners, family members, guests, tenants, lessees or employees shall use the facilities and common grounds in such manner as to respect the rights and privileges of other owners, and shall leave those facilities and common grounds clean and in reasonable condition, regardless of the condition found.
- 2.5 Homeowners, tenants and their family members may not use the common area property for profit or other monetary gain.
- 2.6 No one shall use water or electricity from the common areas for his/her own use.

3.0 SWIMMING POOL

- 3.1 Swim at your own risk. No lifeguard on duty.
- 3.2 Children under age 14 and/or guests must be accompanied by the Homeowner or Tenant at all times within the fenced pool area.
- 3.3 No glass is permitted in/on the pool area.
- 3.4 No food is permitted in the pool, but may be available for consumption in the gazebo area.
- 3.5 The pool area may not be used for private parties to the exclusion of use by any Homeowner or Tenant.
- 3.6 Pets (animals of any kind) are not allowed in the pool or pool area.
- 3.7 All pool users are to abide by the rules posted within the pool area.

20012 06020

4.0 **TENNIS COURT AND BASKETBALL HOOP**

- 4.1 The area is designated primarily as a tennis court and tennis play shall take precedence.
- 4.2 Play shall be on a first come, first use basis, with the understanding that when others wish to play, a one (1) hour courtesy will be observed.
- 4.3 No glass is permitted on the tennis courts or in the fenced court area.
- 4.4 Children under age 14 and/or guests must be accompanied by the Homeowner or Tenant at all times within the court area.
- 4.5 It is the responsibility of the last player(s) to turn off the lights, if used.
- 4.6 The tennis court area may not be used for private parties to the exclusion of use by any Homeowner or Tenant.
- 4.7 Pets (animals of any kind) are not allowed in the tennis court area.
- 4.8 No vehicle, toy or object, which could damage the tennis net or court surface, is permitted within the court area.

5.0 **PETS**

- 5.1 Cats, dogs, birds, reptiles or other animals/pets shall be kept in such a manner as not to disturb the other occupants. If a pet becomes obnoxious to other Homeowners, the owner shall be given written notice by the Board and will be expected to correct the problem.
- 5.2 All dogs shall be on a leash and accompanied by a Homeowner or Tenant, family member, guest or employee when outside the Homeowner's private property.
- 5.3 Any damage or mess created by a pet shall be the responsibility of the owner. Pet excrement must be cleaned immediately.

6.0 **VEHICLE REGISTRATION**

- 6.1 No vehicle belonging to, or under the control of, any Owner or a member of the family, or a guest, tenant, lessee or employee of a homeowner, shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any driveway, mailbox, or the complex entrance/exits. No residents are allowed to permanently park on the street. No vehicle shall park on any grass area or sidewalk at any time.

20012 06021

- 6.2 No trailer, camper, mobile home, van, commercial truck (other than a passenger van or pickup truck less than ½ tons), inoperable automobile, or boat shall be parked within the property, other than temporarily for the purpose of loading and unloading.
- 6.3 Abandoned or disabled vehicles not moved will be towed at the Owner's expense.
- 6.4 Motorcycles, mopeds, ATV's or similar vehicles shall not be operated within the property except for the purpose of direct transportation between the parking space and entrance/exit of the property.
- 6.5 No noisy or smoky vehicles shall be operated on the property.
- 6.6 All residents are required to park their vehicles in their driveway and off the street. Any exception to or deviation from this rule must be cleared with the Arbor Creek Homeowners Association Board of Directors. The Board realizes that guests, contractors, and other visitors must use street parking on an occasional basis. Residents are asked to use common sense in these instances so as not to block emergency vehicles and violate Rule 6.1

#### 7.0 NOISE/NUISANCE

- 7.1 No loud or objectionable noises shall be made or caused to be made. As a courtesy, occupants are asked to refrain from the use of loud appliances between 10:00 p.m. and 8:00 a.m.
- 7.2 No noxious, illegal or offensive activity shall be carried on within the property, nor shall anything be done thereon which may be or become an annoyance or nuisance, or which may in any way interfere with the quiet enjoyment of each of the resident's own home.
- 7.3 No loud noises or noxious odors shall be permitted on the property, and the Board of Directors shall have the right to determine if any such noise, odor or activity constitutes a nuisance.
- 7.4 There shall be no exterior fires whatsoever, except in barbecue equipment designed in such a manner that no fire hazard is created.

#### 8.0 PROPERTY APPEARANCE

- 8.1 Residents may not post any signs within or on the property. Refer to Covenants, Conditions and Restrictions, page 5, 3.5 Signs (including "For Rent" or "For Sale" signs).
- 8.2 City garbage receptacles must be stored out of public view at all times except for collection days.

20012 06022

- 8.3 Trash too large for the garbage receptacle may only be placed at curbside 24 hours prior to collection.
- 8.4 No external radio, television or other electronic antenna is permitted. (Refer to Covenants, Conditions and Restrictions (page 4, section 3, paragraph 2.)
- 8.5 Neither temporary structures, nor architectural changes to any home are permitted without prior approval of the Architectural/Maintenance Committee.
- 8.6 Nothing shall be hung or visibly displayed within the property that may be offensive to other residents. (Refer to Covenants, Conditions and Restrictions page 16, section 8.2.)
- 8.7 Residents shall promptly make any necessary repairs to exterior surfaces for which they are responsible, including, but not limited to roofs, fences, garage doors, windows and siding.

#### **9.0 COMPLAINTS**

- 9.1 Complaints pertaining to rule violations should be presented in writing to a member of the Board or its representative (i.e. the Management Company).
- 9.2 Complaints should contain an accurate description of the violation, including time and place of occurrence.
- 9.3 All complaints will be addressed by the Board or its representative in a timely manner.

#### **10.0 RULES CHANGES**

- 10.1 These rules may be amended and/or changed (except those stipulated in the Association By-laws and Declaration of Covenants, Conditions, and Restrictions) by a majority vote of the Board of directors.
- 10.2 Homeowners shall be notified of any changes within two (2) weeks of their passage. Changes will be effective thirty (30) days after notification.

20012 06023

## AMENDMENT TO ARBOR CREEK HOMEOWNERS ASSOCIATION

### RULES AND REGULATIONS

WHEREAS, the Board of Directors (the "Board") of Arbor Creek Homeowners Association (the "Association") finds that there is a need to amend the Rules and Regulations of the Arbor Creek Homeowners Association dated September 1, 1992, (the "Rules and Regulations") as may be supplemented from time to time, and to establish certain penalties and fines which may be levied by the Board for certain violations of the Declaration of Covenants, Conditions and Restrictions for Arbor Creek (the "Declaration"), the By-Laws of Arbor Creek Homeowners Association (the "By-Laws") or the Rules and Regulations.

NOW, THEREFORE, IT IS RESOLVED that Rule 1.5 of the Rules and Regulations be replaced in its entirety with the following:

1.5 **Penalties:** In addition to any other remedy which the Association may have under these Rules and Regulations, the Declaration, or the By-Laws, or as may be provided by law, the Board, in its sole discretion, may assess a penalty or fine for any violation of the Declaration, the By-Laws, or these Rules and Regulations. If a fine is levied, such fine will be based on a lump sum or a per diem charge in an amount that is reasonably related to the nature of the violation. The Board shall have the final discretion in determining the appropriate fine for the violation in question. The Board may adopt and amend from time to time a schedule of fines applicable to violations within Arbor Creek which may include a progression of fines for repeat offenders. Notwithstanding the foregoing, the Board may not impose a lump sum fine in excess of Two Hundred and No/100 Dollars (\$200) for any violation, or repeat violation, nor may the Board impose any per diem fine in excess of Five and No/100 Dollars (\$5.00) per day.

Prior to the levying of a fine as provided for herein, the Association will provide written notice to the Homeowner describing the violation and setting forth the amount of the proposed fine or penalty. Such notice will provide that not later than the thirtieth (30<sup>th</sup>) day after the notice that the Homeowner may request a hearing before the Board to contest the fine or penalty. Unless the fine is a lump sum fine, or the violation is one which is not continuing in nature, the Homeowner will have a reasonable time to cure the violation and avoid the fine unless the Homeowner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

The Association may give a copy of the notice of violation to the occupant of the home and will give notice of the levied fine or penalty to the Homeowner not later than the thirtieth (30<sup>th</sup>) day after the date of levy of the fine.

20012 06024

If the Homeowner requests a timely hearing before the Board, as provided hereinabove, to contest the fine or penalty, the hearing shall be held in execution session of the Board affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Minutes of the meeting shall contain a witness statement of the results of the hearing and the sanction, if any, imposed by the Board.

Notwithstanding any other provision contained herein to the contrary, where a violation is determined or deemed determined to exist, the Board may undertake to cause the violation to be corrected, removed, or otherwise abated by qualified contractors if the Board, in its reasonable judgement, determines the violation may be readily corrected, removed, or abated without undue expense and without breach of the peace. Where the Board decides to initiate any action by qualified contractors, the following will apply:

- a. The Board must give the Homeowner and any third party that is known to the Association to be directly affected by the proposed action, prior written notice of the undertaking of the action.
- b. Costs incurred by the Association in correcting or eliminating the violation will be billed to the Homeowner.
- c. The Association and its agents and contractors will not be liable to the Homeowner or any third party for trespass or any damages or costs alleged to arise from any action taken under this paragraph as long as the Association and its agents and contractors have acted reasonably and in conformity with this policy.

Referral to Legal Counsel

The Board may refer any violation to legal counsel for appropriate action at any time the Board deems it to be in the best interest of the Association to do so. Such action may include the collection of any fine in accordance with the provisions set forth herein or in any other policy adopted by the Association, or as may be provided in the Declaration or the By-Laws, or as may be provided by law. Any attorney's fees and related charges incurred by the Association in enforcing the Declaration, the By-Laws or these Rules and Regulations shall be collected from the Homeowner.

20012 06025

IT IS FURTHER RESOLVED that this policy shall be effective thirty (30) days from the adoption hereof, and remain in full force and effect until revoked, modified or amended.

This is to certify that the foregoing amendment to the Arbor Creek Homeowners Association Rules and Regulations adopted by the Board of Directors at a meeting of same on August 11, 1998, and has not been modified, rescinded, or revoked.

ADOPTED AND ACCEPTED INTO USE BY THE BOARD OF DIRECTORS AND  
OFFICERS OF ARBOR CREEK HOMEOWNERS ASSOCIATION IN SEPTEMBER  
15, 1998.

AMENDED AUGUST 25, 1999.

20012 06026

<p><b>FILED</b></p> <p>00 JAN 19 2000</p> <p><b>DALLAS COUNTY EARL D. LUCK COUNTY CLERK</b></p> <p>PRINCIPAL MANAGEMENT GROUP 5622 Dyer St. Dallas, TX 75206</p> <p>SITE OF TRESNS COUNTY OF DALLAS SITES OF TRESNS JAN 19 2000</p> <p>RECEIVED COURT CLERK, DALLAS COUNTY, TEXAS 1000 DEADERICK ST., SUITE 100 DALLAS, TEXAS 75201 TELEPHONE: (214) 653-2700 FAX: (214) 653-2701 E-MAIL: DALLASCLERK@DALLASCLERK.COM INTERNET: WWW.DALLASCLERK.COM</p>	
---	--

200012 06027



12/30/2011 11:14:33 AM

201100340672  
NOTICE 1/22

## ARBOR CREEK HOMEOWNERS ASSOCIATION

### FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS

STATE OF TEXAS      §  
                          §  
COUNTY OF DALLAS    §

KNOW ALL MEN BY THESE PRESENTS:

This FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS is made effective the 28<sup>th</sup> day of December, 2011, by Arbor Creek Homeowners Association (the "Association").

#### WITNESSETH:

**WHEREAS**, the Association is a "property owners' association" as defined in Section 202.002(2) of the Texas Property Code; and

**WHEREAS**, the Association is governed by a dedicatory instrument, which covers the property described therein, entitled Declaration of Covenants, Conditions and Restrictions, filed of record on August 31, 1982, at Instrument Number 198201700176, Volume 82170, Page 1905, *et seq.*, Deed Records, Dallas County, Texas (hereinafter referred to as the "Declaration"), as may be amended or supplemented from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code, which became effective September 1, 1999, requires a "property owners' association" to file "the dedicatory instrument" in the real property records of each county in which the property to which the dedicatory instrument relates is located; and

**WHEREAS**, on January 19, 2000, the Association recorded a Notice of Filing of Dedicatory Instruments for Arbor Creek Homeowners Association on January 19, 2000, at Instrument No. 200000871532, Volume 2000012, Page 5988 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Notice"); and

**WHEREAS**, the Association desires to again supplement the Notice by adding the instruments attached hereto adopted by the Association.

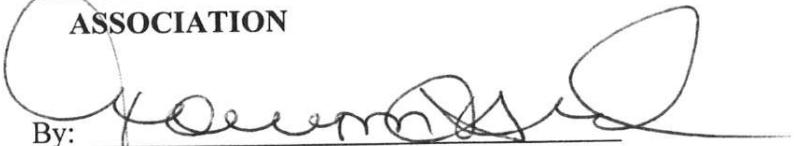
**NOW, THEREFORE**, the Association, files true and correct copies of the following instruments of the Association which are attached hereto:

1. ARBOR CREEK HOMEOWNERS ASSOCIATION - GUIDELINES FOR RELIGIOUS ITEM DISPLAY;
2. ARBOR CREEK HOMEOWNERS ASSOCIATION - GUIDELINES FOR DISPLAY OF FLAGS;

3. ARBOR CREEK HOMEOWNERS ASSOCIATION - PAYMENT PLAN POLICY;
4. ARBOR CREEK HOMEOWNERS ASSOCIATION - DOCUMENT INSPECTION AND COPYING POLICY;
5. ARBOR CREEK HOMEOWNERS ASSOCIATION - DOCUMENT RETENTION POLICY;
6. ARBOR CREEK HOMEOWNERS ASSOCIATION - GUIDELINES FOR RAINWATER RECOVERY SYSTEMS;
7. ARBOR CREEK HOMEOWNERS ASSOCIATION - GUIDELINES FOR SOLAR ENERGY DEVICES; and
8. ARBOR CREEK HOMEOWNERS ASSOCIATION - GUIDELINES FOR ROOFING MATERIALS.

**IN WITNESS WHEREOF**, the undersigned agent of Arbor Creek Homeowners Association certifies that as of the effective date of this First Supplement to Notice of Filing of Dedicatory Instruments that the foregoing instruments are true and correct copies of instruments of the Association.

**ARBOR CREEK HOMEOWNERS  
ASSOCIATION**

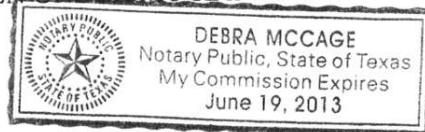
By: 

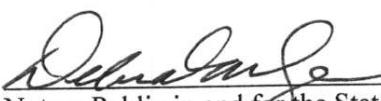
Robert M. Blend  
Duly Authorized Agent

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Robert M. Blend, a duly authorized agent for Arbor Creek Homeowners Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28<sup>th</sup> day of December, 2011.



  
Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:**  
THE BLEND LAW FIRM, P.C.  
14131 Midway Road, Suite 1240  
Addison, Texas 75001

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## DOCUMENT INSPECTION AND COPYING POLICY

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to amend Section 209.005 thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors (the "Board") of the Association desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Inspection and Copying Policy*.

1. Right to Inspect. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy.
2. Books and Records Available for Inspection and Copying. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code.

Pursuant to Section 209.005(d) of the Texas Property Code an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding.

Pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Owner Request. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the

Association or its managing agent as reflected on the Association's current management certificate.

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected.

The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

- a. Request to Inspect. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").
  - b. Request to Copy. If the Requesting Party requests copies of the Association's books and records, the Association shall produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request.
  - c. Association Notice of Delay in Producing Books and Records. If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that:
    - (i) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and
    - (ii) state a date by which the information will be either sent or made available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.
4. Inspection Time and Place. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates.
- No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.
- At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.
5. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

a. Copy charges.

- (i) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.
- (ii) 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. Rewritable CD (CD-RW)--\$ 1.00;
6. Non-rewritable CD (CD-R)--\$ 1.00;
7. Digital video disc (DVD)--\$ 3.00;
8. JAZ drive--actual cost;
9. Other electronic media--actual cost;
10. VHS video cassette--\$ 2.50;
11. Audio cassette--\$ 1.00;
12. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
13. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

b. Labor charge. The labor charge for locating, compiling, manipulating data, and reproducing information is as follows:

- (i) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (ii) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.
- (iii) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

c. Overhead charge.

- (i) 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. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

- (ii) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.
- (iii) The overhead charge shall be computed at twenty percent (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).

d. Postal and shipping charges.

- (i) The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

6. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance.

If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information.

If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association.

If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding document inspection and copying which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Walker  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR RAINWATER RECOVERY DEVICES

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.007(d) thereto dealing with the regulation of rainwater recovery devices; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding rainwater recovery devices therein, it is appropriate for the Association to adopt guidelines regarding rainwater recovery devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Devices*.

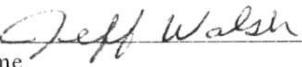
1. An owner may not install a rain barrel or rainwater harvesting system if:
  - a. such device is to be installed in or on property:
    - (i) owned by the Association;
    - (ii) owned in common by the members of the Association; or
    - (iii) located between the front of the owner's home and an adjoining or adjacent street; or
  - b. the barrel or system:
    - (ii) is of a color other than a color consistent with the color scheme of the owner's home; or
    - (ii) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
2. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:

- a. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
  - b. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.
3. An owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, an owner must submit plans and specifications to receive the written approval of the Board or architectural control/review committee.

The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding rainwater recovery devices which may have previously been in effect. Except as affected by Section 202.007(d) and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Walsh  
Title PRESIDENT  
Arbor Creek Homeowner Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 thereto regarding the display of flags; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding flag display within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for the Display of Flags*.

1. An owner or resident may display:
  - a. the flag of the United States of America;
  - b. the flag of the State of Texas; and/or
  - c. an official or replica flag of any branch of the United States armed forces.
  

Such flags described above may be displayed, and a flagpole may be installed, with advance approval of the Architectural Control Committee, subject to these guidelines.

2. An owner may only display a flag described in 1. above if such display meets the following criteria:
  - a. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
  - b. A flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  - c. A flagpole attached to a dwelling or a freestanding 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;

- d. The display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record; and
  - e. A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
3. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
- a. An owner may not install a flagpole which is greater than twenty feet (20') in height;
  - b. An owner may not install more than one flagpole on the owner's property;
  - c. Any flag displayed must not be greater than 3' x 5' in size;
  - d. Lights used to illuminate a displayed flag must comply with the following:
    - (i) Be ground mounted in the vicinity of the flag;
    - (ii) Utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover;
    - (iii) Points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
    - (iv) Provides illumination not to exceed the equivalent of a 300 watt incandescent bulb or per the lighting stipulations of the City.
- Lights used to illuminate a displayed flag that do not comply with the above requirements constitute a nuisance and are not permitted on an owners' property.
- e. An owner may not locate a displayed flag or flagpole on property that is:
    - (i) owned or maintained by the Association; or
    - (ii) owned in common by the members of the Association.
  - f. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding the display of flags which may have previously been in effect. Except as affected by Section 202.011 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

Jeff Wall  
Name  
Title **PRESIDENT**  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.010 thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices*.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee, subject to these guidelines.
3. Any such Devices must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling on an owner's property;
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Devices must:
  - a. have no portion of the Devices higher than the roof section to which it is attached;
  - b. have no portion of the Devices extend beyond the perimeter boundary of the roof section to which it is attached;
  - c. conform to the slope of the roof;

- d. be aligned so that the top edge of the Devices is parallel to the roof ridge line for the roof section to which it is attached;
  - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Devices may extend above the fence. If the fence is not a solid fence which blocks view of the Devices, the Association may require the Devices be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety;
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner or resident of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR ROOFING MATERIALS

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 thereto dealing with the regulation of roofing materials and other things; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

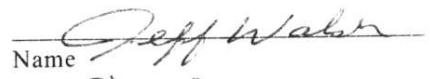
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials*.

1. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
  - a. are designed to:
    - (i) be wind and hail resistant;
    - (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - (iii) provide solar generation capabilities; and
  - b. when installed:
    - (i) resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - (ii) are more durable than and are of equal or superior quality to the shingles described by subsection (i) above; and
    - (iii) match the aesthetics of the property surrounding the owner's property.
2. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

3. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held  
12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Walker  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR RELIGIOUS ITEM DISPLAY

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.018 thereto dealing with the regulation of religious item display; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding religious item display therein, it is appropriate for the Association to adopt guidelines regarding religious item display within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for the Display of Religious Items*.

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame of the owner's or resident's dwelling.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety;
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Association is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding religious item display which may have previously been in effect. Except as affected by Section 202.018 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held  
12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Walker  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## DOCUMENT RETENTION POLICY

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors (the "Board") of the Association desires to establish a policy for document retention consistent with Section 209.005(m) and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association documents may be maintained in paper format and/or in an electronic format which can be readily transferred to paper.
2. Association documents shall be retained for the durations listed below, and the Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.
  - a. Certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently;
  - b. Financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years;
  - c. Account records of current owners shall be retained for five (5) years;
  - d. Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property;
  - e. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
  - f. Minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting;

- g. Tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year; and
  - h. Decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for (7) years from the decision date.
3. Any documents not described above may be retained for the duration deemed to be useful to the purpose of the Association.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.
5. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005(m) and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Walter  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.010 thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices*.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Association, subject to these guidelines.
3. Any such Devices must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling on an owner's property;
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Devices must:
  - a. have no portion of the Devices higher than the roof section to which it is attached;
  - b. have no portion of the Devices extend beyond the perimeter boundary of the roof section to which it is attached;
  - c. conform to the slope of the roof;

- d. be aligned so that the top edge of the Devices is parallel to the roof ridge line for the roof section to which it is attached;
  - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Devices may extend above the fence. If the fence is not a solid fence which blocks view of the Devices, the Association may require the Devices be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety;
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner or resident of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Weber  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS      §  
                          §  
COUNTY OF DALLAS    §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 thereto regarding the display of flags; and

WHEREAS, the Board of Directors (the "Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding flag display within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for the Display of Flags*.

1. An owner or resident may display:
  - a. the flag of the United States of America;
  - b. the flag of the State of Texas; and/or
  - c. an official or replica flag of any branch of the United States armed forces.
2. An owner may only display a flag described in 1. above if such display meets the following criteria:
  - a. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
  - b. A flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  - c. A flagpole attached to a dwelling or a freestanding 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;
  - d. The display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record; and

- e. A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
3. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
- a. An owner may not install a flagpole which is greater than twenty feet (20') in height;
  - b. An owner may not install more than one flagpole on the owner's property;
  - c. Any flag displayed must not be greater than 3' x 5' in size;
  - d. Lights used to illuminate a displayed flag must comply with the following:
    - (i) Be ground mounted in the vicinity of the flag;
    - (ii) Utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover;
    - (iii) Points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
    - (iv) Provides illumination not to exceed the equivalent of a 300 watt incandescent bulb or per the lighting stipulations of the City.

Lights used to illuminate a displayed flag that do not comply with the above requirements constitute a nuisance and are not permitted on an owners' property.

- e. An owner may not locate a displayed flag or flagpole on property that is:
  - (i) owned or maintained by the Association; or
  - (ii) owned in common by the members of the Association.
- f. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding the display of flags which may have previously been in effect. Except as affected by Section 202.011 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

  
Name Jeff Walker  
Title PRESIDENT  
Arbor Creek Homeowners Association

# ARBOR CREEK HOMEOWNERS ASSOCIATION

## PAYMENT PLAN POLICY

STATE OF TEXAS      §  
                         §  
COUNTY OF DALLAS    §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Arbor Creek Homeowners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Arbor Creek Homeowners Association, filed for record on August 30, 1982, as Document Number 198201700176, Volume 82170, Page 1905 *et seq.*, of the Official Public Records of Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to add Section 209.0062 thereto dealing with payment plans; and

WHEREAS, the Board of Directors (the "Board") of the Association is required to adopt reasonable guidelines regarding a payment schedule in which an owner may request to make partial payments to the Association for delinquent regular or special assessments or any other amounts owed to the Association.

WHEREAS, the Board of Directors of the Association desires to establish a payment plan policy consistent with Section 209.0062 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing the orderly procedures by which Owners may request and then make partial payments to the Association for amounts owed without accruing additional penalties.
2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:
  - a. The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
  - b. The Owner must not have defaulted on a prior payment plan within the prior two (2) year period; and
  - c. The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.
3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:
  - a. Requirements of Payment Plan Request. Within thirty (30) days of the date of the initial letter which informs the owner of the right to request a payment plan,

an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.

- b. Term. The term of the payment plan or schedule is six (6) months.
- c. Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan within the same time frame as the submission of the Owner's payment plan agreement which must be signed by all Owners.

The initial payment must be in an amount equal to twenty-five percent (25%) of the delinquent amount owed. The Owner must make all additional monthly installments under the payment plan in equal amounts so that the payments are received by the Association no later than the first (1<sup>st</sup>) day of each month.

The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d. Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e. Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f. Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule.

Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law.

The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.
- g. Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an Owner, the Association may accept payment arrangements offered by Owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor longer than eighteen (18) months.

The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default.

If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.
6. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist.

Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

This Policy is effective upon recordation in the Public Records of Dallas County, Texas and supersedes any policy regarding payment plans which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held 12-7-11, and has not been modified, rescinded or revoked.

Jeff Weller  
Name  
Title PRESIDENT  
Arbor Creek Homeowners Association

# **\*\*Architectural Alteration Add/Change Request\*\***

Arbor Creek Homeowners Association

DATE SUBMITTED: \_\_\_\_\_ DATE WORK TO BEGIN: \_\_\_\_\_  
(please print)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

## **DESCRIPTION OF PROPOSED ALTERATION/CHANGE**

---

---

---

## **PROPOSED PLANS OF ELEVATION/ SHAPE/ DIMENSIONS OR EXTERIOR COLOR**

PROPOSED LOCATION: \_\_\_\_\_ PROPOSED GRADE: \_\_\_\_\_

TYPE & COLOR OF MATERIAL USED: \_\_\_\_\_

PLANS ATTACHED: YES \_\_\_\_\_ NO \_\_\_\_\_ (plans must be submitted in duplicate)

ESTIMATED COMPLETION TIME: \_\_\_\_\_

SUBMIT THIS FORM TO: **Chairman J. C. Meadows, 3050 Waterfront Cr. – Architectural Control Committee**  
(Expected turnaround time is 5 days)

SECTION 8.1 OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR Arbor Creek HOA reads in part: "No exterior addition to or change or alteration in the improvements on any lot shall be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the Architectural Control Committee"

\*\*\*\*\*

## **ARCHITECTURAL CONTROL COMMITTEE USE:**

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# Arbor Creek Homeowners Association

## Important Architecture Information

To: Homeowners in Arbor Creek  
From: Architectural Control Committee  
Re: Architectural Required Materials and Guidelines

**Note:** Any changes to the exterior portion of your lot must pre-approved by the Architectural Control Committee. Submit your request using the Architectural Alteration Add / Change form along with supporting documents.

### 1. Paint

- Plymouth Gray
- Designers white from Home Depot, Americans Finest by Glidden Base# AF3311N with tint & color numbers for Designer's white are 30G 76 / 017
- Available at Home Depot, Lowes, etc.

### 2. Roofing

- GAF Timberline Weathered Wood 30 year and GAF Timberline Weathered Wood 25 year
- Natural Shadows Shingles 30 year and Natural Shadow Shingles 25 year
- All roofing material must be Weathered Wood in color.
- No high definition
- Valleys can be metal or shingles

### 3. Siding

- Masonite type (fiberboard) - Must match Temple-Inland / It is available at Ivey Lumber, 10230 Plano Rd., Dallas, Tx. 75238
- Beveltex-available at 84 Lumber on Miller Rd. in Garland.
- Vinyl – Must be Narandex which is available at Home Depot
- Hardiplank - See Architectural Committee for detailed specs.

### 4. Fencing

- Wood slats – Western Red Cedar #1 or #2.
- Posts – Western Red Cedar #1 or #2 or steel
- Trim – must match original

### 5. Window Coverings

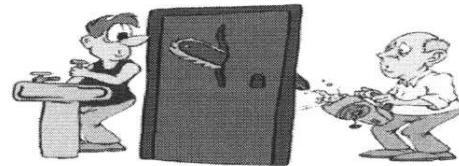
- Window coverings visible from the outside of your house must be white or off-white.

### 6. Gutters and Downspouts

- Aluminum-white
- No plastic gutters or downspouts.

**Jeff Walsh – President, HOA  
J.C. Meadows - Architectural Control  
Updated October 2012**

## **Ask Before You Alter**



The deed restrictions for your community require written permission from the Architectural Control Committee or Board of Directors before any changes; alterations or additions are made by an owner/-resident to the exterior of a home. Changes include but are not limited to painting, remodeling, adding storage buildings, carports, fences and landscaping.

In response to these legal requirements, we have developed an [application form](#) that protects both the owner and the association. The procedure for obtaining the Application is as follows:

- 1) When you have finalized your plans for the change, alteration or addition (such as a patio cover, security light, or patio deck), use the Modification Request Form on the next page or download one from your Association's website.
- 2) Complete the form, providing all data including the address of your home and attaching a photograph, sketch or drawing of the proposed alteration. Include in your attachments a description of materials and method of construction or installation, including construction plans if applicable, of the proposed change;
- 3) Send the form to your association manager (if possible, scan it and send it by email);
- 4) Your association manager will forward copies of your application to the proper committee or Board member from your association;
- 5) Your Board or Architectural Control Committee representative will contact you to review the application;
- 6) Within the time parameters provided in your legal documents, you will be advised of the Board/Committee decision, or recommendations for change;
- 7) You must obtain all city building permits and licenses necessary to legally complete the work;
- 8) The Application is maintained with your association's archival records but it is always wise to keep a copy.