

**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR  
VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION,  
INC.**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

**This Notice of Filing of Dedicatory Instruments for the Villages of Hurricane Creek Homeowners Association, Inc., (“Association”) is made by and on behalf of the Villages of Hurricane Creek Homeowners Association, Inc., (the “Association”).**

**RECITALS:**

**WHEREAS, the Association is a property owners association as defined in Section 202.001(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 (the “Declaration”) for Villages of Hurricane Creek, to be filed in the Real Property Records of Collin County, Texas as such may be amended, supplemented and/or corrected from time to time; and**

**WHEREAS, Section 202.006 of the Texas Property Code 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, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.**

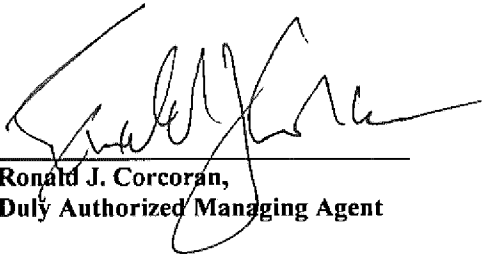
**NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:**

- 1. Bylaws**
- 2. Policies: Records Production, Copying, and Retention Policy, Collections Policy, Payment Plan Policy, Notice & Hearing; Schedule of Fines, E-mail Registration Policy, Generator Policy.**

**IN WITNESS WHEREOF, the undersigned agent of Villages of Hurricane Creek Homeowners Association, Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.**

**[Signature follows on next page]**

VILLAGES OF HURRICANE CREEK  
ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Ronald J. Corcoran,  
Duly Authorized Managing Agent

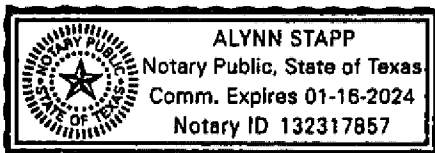
March 11, 2021

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 Ronald J. Corcoran, a duly authorized managing agent for Villages of Hurricane 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/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11<sup>th</sup> DAY OF March, 2021.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

After Recording Return To:  
Essex Association Management, LP  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

**BYLAWS  
OF  
THE VILLAGES OF HURRICANE CREEK  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
INTRODUCTION**

The name of the corporation is The Villages of Hurricane Creek Homeowners Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Collin County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

**Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Declaration of Covenants, Conditions and Restrictions for The Villages of Hurricane Creek Homeowners Association, Inc. recorded in the Official Public Records of Collin County, Texas, under Document No. 20201211002234640 on December 11, 2020, and as may be amended from time to time, including the number, qualification, appointment, removal, and replacement of Directors.**

**ARTICLE II  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

**Section 2.1. Assessment.** "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

**Section 2.2. Association.** "Association" shall mean and refer to The Villages of Hurricane Creek Homeowners Association, Inc., a Texas non-profit corporation.

**Section 2.3. Association Property.** "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association. Dedication and ownership of Association Property may be shown on recorded plat(s), the dedication and ownership thereof, not contingent upon the filing of a warranty deed in order for said dedication and ownership to be valid.

**Section 2.4. Association Restrictions.** "Association Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions for The Villages of Hurricane Creek Homeowners Association, Inc., as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

**Section 2.5. Association Rules.** “Association Rules” shall mean the rules and regulations as set forth in the Declaration and/or adopted by the Board pursuant to the Declaration, as the same may be amended from time to time. Said rules may include Community Wide Standards which may or may not be in writing, but shall be enforceable the same as all other Rules. The Community Wide Standard is subject to change and modification as the development grows and expands. As long as the Declarant owns one (1) Lot, the Declarant shall have sole jurisdiction as to the Community Wide Standard and may instruct the Board or the Architectural Control Committee to amend, rescind, or supplement rules at its sole discretion.

**Section 2.6. Board.** “Board” shall mean the Board of Directors of the Association. During the period of Declarant control, Declarant shall have the sole right to appoint and remove Directors of the Board who need not be Owners or Members and the Declarant may limit or restrict the Board’s responsibilities to certain tasks or actions.

**Section 2.7. Bylaws.** “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

**Section 2.8. Certificate.** “Certificate” shall mean the Certificate of Formation for The Villages of Hurricane Creek Homeowners Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

**Section 2.9. Declarant.** “Declarant” shall mean CADG HURRICANE CREEK, LLC, a Texas limited liability company, and its duly authorized representatives or their successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

**Section 2.10. Declaration.** “Declaration” shall mean the “Declaration of Covenants, Conditions and Restrictions” (“CC&R’s”) for The Village of Hurricane Creek Homeowners Association, Inc.”, recorded in the Official Public Records of Collin County, Texas, as the same may be amended from time to time.

**Section 2.11. Development.** “Development” shall mean and refer to the property subject to the terms and provisions of the Declaration.

**Section 2.12. Manager.** “Manager” shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

**Section 2.13. Member.** “Member” or “Members” shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

**Section 2.14. Mortgage.** “Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

**Section 2.15. Mortgagee.** “Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Property.

**Section 2.16. Owner.** “Owner” or “Owners” shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage. Unless otherwise defined in these Bylaws or the context otherwise requires, each term used in these Bylaws with its initial letter capitalized which has been specifically defined in the Declaration and not otherwise specifically defined in this Article II shall have the same meaning herein as given to such term in the Declaration.

### **ARTICLE III MEETING OF MEMBERS**

**Section 3.1. Annual Meetings.** The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the earlier of (i) the date which is one hundred twenty (120) days after seventy-five percent (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Collin County, Texas, and each subsequent regular annual meeting of the Members shall be held on such date as selected by the Board of Directors. The annual meeting shall not be held on a Sunday, or legal holiday.

**Section 3.2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

**Section 3.3. Place of Meetings.** Meetings of the Association may be held at the Development or at a suitable place convenient to the Members, as determined by the Board.

**Section 3.4. Notice of Meetings.** At the direction of the Board, written notice of meetings of the Association will be given to the Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board. The Association shall adopt an E-mail Registration Policy setting forth its right under Section 209.0051(e) of the Texas Property Code to notice Owners of Board, Annual, and Special Meetings of the Association and other Association business or information as deemed necessary and/or appropriate.

**Section 3.5. Voting Member List.** The Board will prepare and make available a list of the Association’s voting Members in accordance with the Texas Business Organization Code.

**Section 3.6. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be five percent (5%) of all the votes of all Members. No such subsequent meeting shall be held more

than thirty (30) days following the preceding meeting. If the required quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

**Section 3.7. Proxies.** Votes may be cast in person or by written proxy; online balloting and voting shall also be allowed as a suitable and acceptable means of casting votes by the Members. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Lot to which the vote is appurtenant; (iii) name the person or title (such as “presiding officer”) in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

**Section 3.8. Conduct of Meetings.** The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes may be tallied by the Agent and the Board may allow the appointment of one or more Owners to participate in the tallying of votes so long as the Owner understands and shall comply with the rules governing confidentiality and other rules that apply to voting and the tallying of votes.

**Section 3.9. Order of Business.** Unless the notice of meeting states otherwise or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

**Section 3.10. Adjournment of Meeting.** At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

**Section 3.11. Action without Meeting.** Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, online voting, or any combination of these. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

**Section 3.12. Telephonic / Online Meetings.** Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting and carries the same weight as if the Member attended the meeting in person, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. From time-to-time circumstances may be present that limits or prohibits the Association's ability to hold in-person meetings. Should this occur, the Board shall be allowed to conduct telephonic and/or online meetings for the purpose of conducting Association business, holding elections, and for casting votes of the Members when and if such actions are required or necessary. With regard to elections, write-in candidates and floor nominations shall be excluded as a requirement. The Board shall have sole discretion to determine if a specific action or process will be limited or restricted as a result of holding a telephonic and/or online meeting and shall announce such limitation or restrictions as part of the notice and/or announcement to the Members. Unless a majority of the Members disapprove of the limitations or restrictions as described in the notice within five (5) business days of the date of the notice, the Board may proceed with a meeting by telephonic and/or online means and all business of the Association that is conducted during the meeting shall be considered valid for all purposes and intentions as set forth in the Agenda and/or as may be approved by the Board and thereafter memorialized and/or ratified in the meeting minutes of the Association.

## **ARTICLE IV BOARD OF DIRECTORS**

### **Section 4.1. Authority; Number of Directors.**

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate of Formation. The Board of Directors may increase in number to a maximum of five (5) Directors notwithstanding, no such increase may take place during the Declarant Control Period without the express written consent of the Declarant. At no time shall the Board consist of less than three

(3) Directors. Should any circumstance occur wherein elections cannot be held or there is not a sufficient number of candidates to fill all the open seats on the Board, the current Board or a portion thereof, shall continue to serve to ensure a fully functional Board is in place until such time as an election can be held and the required number of open seats can be properly filled. There shall be no restriction on the number of successive terms a Board Member can hold.

After the right of Declarant to appoint Directors to the Board of Directors expires, any new Director positions established by the Board shall be established effective as of the date a new Director is elected at the annual meeting or special election meeting, whichever occurs. The initial Directors as described in (a) above shall serve until their successors are elected and qualified or at the discretion of the Declarant. **Except as is provided in the Declaration and in Sections 4.1(b) and 4.1(c) below, Declarant shall have the absolute right to appoint and remove members of the Board of Directors as long as Declarant owns any Lot affected by the Declaration and/or as long as the Declarant Control Period remains in effect.**

(b) There shall be two (2) transition periods that will normally occur; the first transition is the "75% Transition Period" and will usually occur the earlier of (i) one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Collin County, Texas, during which time the Board of Directors shall consist of three (3) persons appointed by Declarant who need not be Members of the Association. At the point of the 75% Transition Period, the Board of Directors shall include two (2) persons appointed by Declarant and one (1) person elected by a majority vote of Class A Members ("Non-Declarant Director") at such meeting at which quorum is present. The Non-Declarant Member, once elected, shall serve one (1) year term notwithstanding, the term may be subject to limitations dependent upon the second transition period or other circumstances as they may arise. Authority and Number of Directors as well as transition date may be affected by the annexation of additional land into the development by the Declarant. The second transition period is the "Declarant Turnover Period" and will usually occur within one hundred-twenty (120) days after the Declarant sells its last Lot to non-Declarant Owners. The President of the Association will call a meeting of the Members where the Members will elect one (1) Director for a three (3) year term, and one (1) Director for a two (2) term. The non-Declarant Member elected during the "75% Transition Period" will continue to serve out his/her term notwithstanding, upon expiration of the existing Directors term, the newly elected Director shall serve a term of two (2) years. Thereafter, the terms of a three (3) Member Board shall be: one (1) Member serving a three (3) year term and two (2) Members serving a two (2) year term. If the Board decides to increase the Board to five (5) Members, the Board, by Resolution shall memorialize the increase in the number of Directors of the Board and shall set the terms of the two additional Members. As a general rule, the member obtaining the most votes will serve the longer term and the remaining Members will be assigned terms based on the number of votes received. Elections may be held at the annual meeting of the members or at a special meeting or special election meeting called for that purpose. A Director takes office upon the adjournment of the meeting or balloting at which he/she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(c) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting



forth the names of the Directors. Spouses and/or Members of the same household should not serve on the Board at the same time notwithstanding, a Member of the same household may be appointed as an Officer or Committee Member by a majority of the Board who shall serve at the discretion of the Board.

**Section 4.2. Compensation.** The Directors and Officers shall serve without compensation for such service.

**Section 4.3. Nominations to Board of Directors.** Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination (Candidacy Form); or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he/she holds by signifying his/her intention to seek reelection in a writing addressed to the Agent and/or the Board of Directors.

**Section 4.4. Removal of Directors for Cause.** If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, or conducts him/herself in such a manner that strife, dissention, and/or disruption occurs prohibiting the Board from functioning and conducting Association business, such Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association. Crimes of moral turpitude shall be grounds to prevent election to and/or removal from the Board of Directors.

**Section 4.5. Vacancies on Board of Directors.** At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. The foregoing shall not apply to any new Director positions established by the Board pursuant to Section 4.1(a) above. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. If for any reason, a circumstance occurs wherein no Owner or Member will agree to an appointment to the Board, the remaining Board Members must continue, in good faith, to conduct business of the Association and shall make every effort to work in unison to ensure no deadlock occurs preventing the Board or the Association from conducting business or fulfilling its day-to-day operations.

**Section 4.6. Removal of Directors by Members.** Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by a majority vote of the Members at any special

meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

**Section 4.7. Consent in Writing.** Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

## **ARTICLE V MEETINGS OF DIRECTORS**

**Section 5.1. Regular Meetings.** Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 5.2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

**Section 5.3. Quorum.** A majority of the number of elected Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the elected Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**Section 5.4. Telephone Meetings.** Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 5.6. Action without a Meeting.** Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

**ARTICLE VI  
POWERS AND DUTIES OF THE BOARD**

**Section 6.1. Powers.** The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) to the maximum extent permitted under applicable law, suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions. During the Declarant Control Period, the Declarant reserves the right to limit or restrict the powers, duties, and authority of the Board;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property. During the Declarant Control Period, the Board may not terminate any contract without the express written consent of the Declarant;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association, which policies of insurance shall name the Declarant during the Development Period, and any managing agent of the Association as "additional insured;"

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Declaration or by law.

**Section 6.2. Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

**Section 7.1. Enumeration of Offices.** The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 7.2. Election of Officers.** The election of officers shall take place based on when elections are held.

**Section 7.3. Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve. The Officers

**Section 7.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 7.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**Section 7.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

**Section 7.8. Duties.** The duties of the officers are as follows:

(a) President. The President, or any person designated by the Board, presides over meetings of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments such as promissory notes.

(b) Vice President. The Vice President or Vice Presidents (including, without limitation, Executive Vice Presidents and Senior Vice Presidents), if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated by the President or the Board. In the event of the absence, incapacity, resignation or removal of the President, the Vice President shall fulfill the role of President until such time the President is able to resume his/her duties or in the case of prolonged incapacity, resignation or removal, the Vice President shall assume the role of President.

(c) Secretary. The Secretary shall cause to be recorded the votes and cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; serve notice or cause to be served notice of meetings of the Board and of the Members; cause to be kept appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall oversee the receipts and deposits in appropriate bank accounts all monies of the Association and shall oversee the disbursement of such funds. If a Managing Agent is employed or contracted, the Treasurer shall work with and through the Agent reviewing the monthly financials generally performed using GAAP standards. The Treasurer shall sign, at the direction of the Board, promissory notes of the Association; cause to be kept proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, posted to the Association's website, if applicable.

**ARTICLE VIII  
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board. Notwithstanding the foregoing or anything to the contrary contained herein, during the Development Period, the Architectural Reviewer for plans and specifications

for new homes to be constructed on vacant Lots or modifications to any home on a Lot shall remain under the review jurisdiction of the Declarant or its delegates in accordance with the Declaration, as amended from time to time. No Board or Committee Member shall interfere with or take any action that may cause interference, delay, distraction, or which would have, in capacity, a negative impact on the continued and successful buildout of the development.

#### **ARTICLE IX BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall adopt a Records Production, Copying, and Retention Policy setting forth the policies and procedures for inspection or copying of Books and Records of the Association.

#### **ARTICLE X ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

#### **ARTICLE XI CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

#### **ARTICLE XII DECLARANT PROVISIONS**

**Section 12.1. Conflict.** The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

**Section 12.2. Board of Directors.** Declarant is entitled to appoint and remove all members of the Board of Directors As provided in Section 4.1 of these Bylaws. Until Declarant's right to appoint members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

**ARTICLE XIII  
AMENDMENTS**

**Section 13.1.** These Bylaws may be amended, (i) on or before the Declarant Turnover Date, by unilateral vote or written consent of Declarant, and thereafter (ii) by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association.

**Section 13.2.** In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV  
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

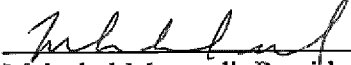
THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES' INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

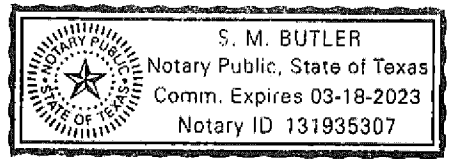
The undersigned, being the President of The Villages of Hurricane Creek Homeowners Association, Inc. does hereby certify that the foregoing are the Bylaws of said non-profit corporation, as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of the 11<sup>th</sup> day of December, 2020.


  
Mehrdad Moayedi, President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, the President of The Villages of Hurricane Creek Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer 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 as the act and deed of said non-profit corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 9<sup>th</sup> day of MARCH, 2021.



  
Notary Public, State of Texas



## POLICIES

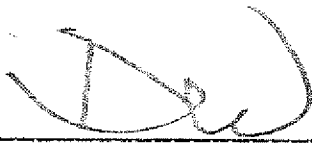
### THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC.

Pursuant to the Covenants, Conditions and Restrictions and the Bylaws (the "CC&R's" and "Bylaws"), I Dustin Warren, Secretary of The Villages of Hurricane Creek Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), certify that the Board of Directors has reviewed and by at least a majority vote of the Board, has approved the Bylaws and the Policies attached therewith.

I certify that The Villages of Hurricane Creek Homeowners Association, Inc. operates under recorded CCR's and Bylaws as well as policies, rules and regulations set forth per the Texas State Property Code and Texas Business Organizations Code requirements and works to uphold such Governing Documents and policies to the best of its abilities.

By my signature below I do hereby attest and affirm the above.

Dated this 11<sup>th</sup> day of December, 2019.

By   
Secretary

All Policies of the Association may be adopted, enforced, amended and/or modified as a stand-alone policy or document. The Declarant or the Board of Directors, shall have the right and authority to take such actions as it deems necessary and/or appropriate. A vote or approval of the Members is not required in order for the Declarant or the Board to exercise such authority, powers, and rights however, the Board shall acknowledge any such change at its next regularly scheduled Board meeting and may, if so warranted, memorialize such action by written Resolution. The Board, using the most convenient and cost-effective method available, shall notify Members of the adoption of a new policy or the amendment of an existing policy. The Association may not enforce newly adopted or amended rules until it has made an effort to communicate the change to the Membership. This may be accomplished by means of electronic communication or other effective forms of communication available to the Association. Copies of newly adopted or amended policies or rules shall be posted to the Association's website, if available. If no website is available, the Board shall cause at least a postcard or notification to be mailed by regular U.S. mail to all Owners of record and upon request of an Owner delivered to the Association in any written form, shall mail a copy of the newly adopted or amended policy upon request.

**All Members are hereby placed on notice that according to the E-mail Registration Policy adopted by the Association and as may be amended from time to time, every Owner shall be required to register on the Association's website, if one is available. Any Member violating this policy assumes all risk and responsibility for any lack of notification or other information provided to Owners by the Board. This rule shall apply to all notifications broadcast by any authorized representative of the Association regardless of the content being broadcast and/or provided.**

<b>POLICY NAME</b>	
<b>Records Production, Copying, and Retention Policy</b>	<b>Attachment A</b>
<b>Collections Policy</b>	<b>Attachment B</b>
<b>Payment Plan Policy</b>	<b>Attachment C</b>
<b>Notice &amp; Hearing; Schedule of Fines</b>	<b>Attachment D</b>
<b>E-mail Registration Policy</b>	<b>Attachment E</b>
<b>Generator Policy</b>	<b>Attachment F</b>

**This cover sheet and the language it contains shall be enforceable as to the rights of the Board and the responsibilities of the membership it contains.**

## ATTACHMENT A

### THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC.

#### Records Production, Copying, and Retention Policy

**WHEREAS**, the Board of Directors (the "Board") of The Villages of Hurricane Creek Homeowners Association Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production, Copying, and Retention Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines with the Bylaws for The Villages of Hurricane Creek in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be made available to each Owner upon written request and placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every Owner. An Owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the Owner, the Owner must include a copy of his/her photo ID or have the proxy notarized.
2. Any Owner, or their proxy as described in section 1, must submit a written request by certified mail for access to or copies of Records. The letter must list the election or manner in which the Owner or Proxy wants the documents delivered:
  - a. Notice must be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. Must contain sufficient detail to identify the specific Records and dates being requested; and
  - c. Must indicate whether the Owner or proxy would like to inspect the Records in person, in the office of the Managing Agent, or at a place agreed upon or set by the Board, before possibly obtaining copies or if the specified Records should be forwarded. Any request that does not meet all requirements is not considered to be an official request. If forwarded, the letter must indicate the format, delivery method and address:
    - i. format: electronic files, compact disk or paper copies

- ii. delivery method: email, certified mail or pick-up
3. Whenever possible, unless additional time is needed, within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
- a. the requested Records, if copies were requested and after any required advance payment has been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the Owner or their proxy during normal business hours at the office of the Association; or
  - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within five (5) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are **not** available for inspection by Owners or their proxies:
- a. the financial records associated with an individual Owner; and
  - b. deed restriction violation details for an individual Owner; and
  - c. personal information, including contact information other than an address for an individual Owner; and
  - d. attorney files and records **in the possession of the attorney**; and
  - e. attorney-client privileged information in the possession of the Association; and
  - f. any information containing personal information such as internal personnel information between the manager and a Supervisor or Human Resources or any other communications or documentation that has no direct bearing whatsoever on the Association or the business of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the Owner or person or persons who are the subject of such records, whose records are subject to inspection by an Owner or their Proxy or by subpoena.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the Owner or their proxy will be given a mechanism of review such as flash drive, CD/DVD, or Drop Box to access and review electronic records. Association shall not be required to transfer such electronic records to paper format unless the Owner or their proxy agrees to pay the cost of producing such copies.
6. If an Owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection however, payment of costs for the production and delivery of records shall be paid in advance of those records being

made available.

7. The Owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below. Depending upon the circumstances surrounding the request for review, if the Association is required or feels that the involvement of an Attorney to fulfill a request may, if applicable and/or allowed, be paid by the Owner or their Proxy. Please go to the Attorney General web-site for information on rights, requirements, and charges.
8. Any costs associated with a Records request must be paid in advance of delivery by the Owner or their proxy. An Owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy and the Association shall have no further duty or responsibility to fulfill the procedures or requirement of an Owner's or their Proxy's records request.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the Owner, the Association may agree to invoice the cost of the Records request to the Owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the inspection date with or without the mailing of a statement to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an Owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy are payable to the Managing Agent when the Agent is the entity performing the necessary work and actions to make records available or to be sent with the exception of costs for the reproduction of records which shall be billed to the Association and the payment thereof shall belong to the Association.

1. **Standard paper copy.** The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is a minimum of \$.10 per page, or the maximum amount allowed under the Texas Attorney General.

2. **Nonstandard copy.** The charges in this subsection are to cover the materials onto which Information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are as shown below unless the costs thereof have increased after the recording of this policy or should the amount allowed per Texas Attorney General be greater. In every instance, the higher cost shall be charged:

- (A) Diskette--\$1.00;
- (B) Data cartridge--actual cost;
- (C) Rewritable CD (CD-RW)--\$1.00;
- (D) Non-rewritable CD (CD-R)--\$1.00;

- (E) Digital video disc (DVD)--\$3.00;
- (F) JAZ drive, Thumb Drive, or other external hard drive --actual cost;
- (G) Other electronic media--actual cost;
- (H) All other mediums for copying data not provided herein — actual cost;
- (I) Oversize paper copy or specialty paper (e.g.: 11 inches by 17 inches, greenbar, bluebar)-  
-\$.50 per page;

**3. Labor charge for programming.** If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge a reasonable fee for the location of the Property for the programmer's time.

**4. Labor charge for locating, compiling, manipulating data, and reproducing public information.**

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour or the maximum amount allowed by law and/or according to the rules of the Texas Attorney General. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information and shall be payable to the Agent, person, or entity performing the service.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records.

**5. Labor charge for third parties.** A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information under applicable law unless such an action was brought about by an action or inaction of the Owner or his/her Proxy or in connection with a hearing or suit the Association was forced into or required to file to protect the Association, its Board, Agent, or any assignee or heir.

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

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

**8. Payment.** The Association that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee. The Association may require advance payment of the charges in this Policy. The Association will provide an invoice to the Owner within 30 days after delivering the requested information. In the event the invoiced amount is less than the pre-paid amount, the Association will refund the excess amount to the Owner within 30 days after the invoice is sent to the Owner. If the actual cost invoiced is greater than the pre-paid amount, the Owner will pay such excess within 30 days of receipt of the invoice. In the event such excess is not paid by the Owner timely, the Association may add such unpaid amounts to the Owner's assessment account. The Association shall pay to the Managing Agent any charge or fee incurred for the labor and

work performed to gather, prepare, copy, provide, and/or review with an Owner when such fees are not paid by the Owner. **This fee will apply each time a request for review or copying of Association documents occurs.**

**9. Savings Clause.** This Policy is subject to periodic reevaluation and update. Notwithstanding anything to the contrary, the Association or its Managing Agent will not in any event be entitled to receive or collect the charges in this Policy in amounts greater than the maximum allowed by applicable law. In the event the amounts charged are in excess of the maximum charges permitted by law, the excess amount will be returned to the Owner.

## **RECORDS RETENTION**

The Record Retention Policy of The Villages of Hurricane Creek ensures that necessary records and documents are adequately protected and maintained and that records that are no longer needed or are of no value are discarded at the proper time.

**1. Policy.** This Policy represents the Association's policy regarding the retention and disposal of records and the retention and disposal of electronic documents. **Any records request requesting information that is disposed of by the Association or for any reason, is not in the possession of the Association or its Agent, based on this retention policy shall not be deemed a failure by the Association to produce said documents.**

**2. Administration.** The Record Retention Schedule herein is approved as the initial maintenance, retention and disposal schedule for physical records of the Association and the retention and disposal of electronic documents. The Board or Secretary of the Association ("Administrator") is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Corporation; shall monitor or cause to be monitored local, state and federal laws affecting record retention; and shall annually review the record retention and disposal program; and monitor compliance with this Policy.

**3. Suspension of Record Disposal in Event of Litigation or Claims.** In the event the Association is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator will take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

**4. Applicability.** This Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to the electronic documents described above.

## Record Retention Schedule

The Record Retention Schedule is organized as follows:

### SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Electronic Documents
- E. Payroll Documents
- F. Personnel Records
- G. Property Records
- H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

### A. ACCOUNTING AND FINANCE

<b>Record Type</b>	<b>Length of time to be kept on record</b>
Accounts Payable & Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	7 years
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Bank Statements and Canceled Checks Employee Expense Reports	7 years
General Ledger	7 years
Notes Receivable ledgers and schedules Investment Records	Permanent

### B. CONTRACTS

<b>Record Type</b>	<b>Length of time to be kept on record</b>
Contracts and related correspondence (including any proposal that resulted in the contact and all other supportive documentation)	4 years after the expiration or termination of the contract



### C. ASSOCIATION RECORDS

<b>Record Type</b>	<b>Length of time to be kept on record</b>
Corporate records (unless otherwise specifically addressed in this policy), governing documents, dedicatory instruments, minute books, signed minutes of meeting of the Board or Committees, corporate seals, annual/corporate reports, licenses and permits	Permanent
Account records of Owners	5 years

### D. ELECTRONIC DOCUMENTS

<b>Record Type</b>	<b>Length of time to be kept on record</b>
<p>Electronic Mail: Not all e-mail needs to be retained and is considered Association property or shall be subject to review, dependent upon the subject matter and/or ownership of the e-mail or system from which the communication originated</p> <ul style="list-style-type: none"><li>• Board and/or staff shall strive to keep all insignificant e-mails to a minimum. Significant e-mails are those related to business and Association related issues. E-mails that contain personal information on a Manager or communication between a Manager and his or her Supervisor regarding Management related topics shall not be required to be produced.</li><li>• The Corporation's business-related emails should be downloaded to a service center or user directory on the server, as determined by the Board.</li><li>• Should not store or transfer the Corporation's related e-mails onto non-work-related computers except as necessary or appropriate for the Corporation's purposes.</li><li>• Do not send confidential/proprietary information to outside sources including any communication considered confidential/proprietary by the Managing Agent without prior written consent.</li></ul>	12 months maximum

**Electronic Documents:** Retention depends on the subject matter and follows D above

## E. ASSOCIATION PAYROLL DOCUMENTS

Record Type	Length of time to be kept on record
Employee Deduction Authorizations	4 years after employees' termination
Payroll Deductions and Payroll Registers	7 years after termination
W-2 and W-4 forms	7 years after termination
Garnishments, Assignments, Attachments	7 years after termination
Time cards/sheets	2 years
Unclaimed wage records	6 years

## F. PERSONNEL RECORDS

Record Type	Length of time to be kept on record
Commissions/Bonuses/Incentives/Awards	7 years
EEO – I/EEO-2 Employer Information Reports	7 years from separation
Employee earnings records	1 copy kept permanently
Employee handbooks, personnel records of all types	6 years from separation
Job descriptions	3 years
Employee contracts or agreements	7 year from separation
Employment records – all non-hired applicants	2 years or 4 years if an offer of employment was made
Employee records – correspondence with employment agencies and/or advertisements for job openings	3 years from separation or from date of posting
Personnel count records	3 years
Forms I-9	3 years after date of hire or 1 year after separation of employment

## G. PROPERTY RECORDS

<b>Record Type</b>	<b>Length of time to be kept on record</b>
Correspondence, property deeds, assessments, licenses, rights-of-way, property insurance policies	Permanent

## F. TAX RECORDS

<b>Record Type</b>	<b>Length of time to be kept on record</b>
Tax exemption documents and related correspondence	Permanent
IRS rulings	Permanent
Tax bills, receipts, statements	7 years
Tax returns, income, franchise, and property	Permanent
Tax workpaper packages – originals	7 years
Annual information returns – Federal and State	Permanent
IRS or other government audit records	Permanent
All other tax records	7 years

Executed this 11th day of December, 2019.

[End of Records Production, Copying, and Retention Policy]

## ATTACHMENT B

### THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC.

#### COLLECTION POLICY

**WHEREAS**, The Villages of Hurricane Creek Homeowners Association, Inc. (the “Association”) has authority pursuant to the Declaration of Covenants, Conditions & Restrictions (the “Declaration”) to levy assessments against Owners of Lots within The Villages of Hurricane Creek, a planned community located in Collin County, Texas (the “Property”); and

**WHEREAS**, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property and the same are to be known as the “Collection Policy” for the Association:

1. Generally. The steps and procedures contained in this Policy **serve as a general outline only** of the Association’s collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association’s legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

Due Dates. Pursuant to the Declaration and unless a different payment schedule is adopted by the Board, the assessment shall be paid annually on the first day of January of each year. The due date and delinquency date for a Special Assessment or an Individual Assessment or other type of assessment levied as authorized per the Declaration shall be determined by the Board of Directors. Any installment of the annual Assessment which is not paid in full by January 30<sup>th</sup> of each year is delinquent (the “Delinquency Date”) and shall be assessed late and collection fees and is subject to interest as provided in the Declaration.

2. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to referring the account to the Association’s legal counsel for collection, the Association will send at least one (1) written notice of the delinquency to the Owner via certified mail (the “Delinquency Notice”). The Delinquency Notice shall: (i) detail each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account referred to the Association’s legal counsel, including the availability of a payment plan, and (iii) provide the Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken. This notice is more commonly known as the “thirty-day (30) demand letter.”

3. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded a policy which governs payment plans and the Association will follow the policies and procedures contained therein.

4. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on unpaid assessments at the rate of eighteen percent (18%) per annum from the Delinquency Date or at the rate set forth in the Declaration should the amount differ than the amount set forth herein until paid and such amounts shall be charged to the Owner's account. Such interest, as and when it accrues hereunder, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest or any other charges in the future.

5. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in an amount up to \$25.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge or portion thereof; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any or late charges or any other charges in the future.

6. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, collection fees shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Collection fees are charges by the managing agent for the servicing of accounts, collection of delinquent accounts and for other services rendered such as processing and handling of certified / return receipt mail, payment plan processing and monitoring, demand letters, etc., and may not be waived by the Board without the consent of the managing agent. Such collection fees, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

7. Handling Charges and Return Check Fees. In order to recoup for the Association, the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner. Charges may be owed to the Association and/or its Managing Agent. Handling charges and administrative fees charged by the managing agent may be in addition to the collection fees the managing agent is entitled to under Section 6 above.

b. A charge of \$25.00 per item or the amount charged by the Bank if greater, will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check for any reason, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Owner, the Association's agent may refer the account to a "third-party" entity which may include, but is not limited to, the Association's Attorney, a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for services rendered by any such third-party agency, or administering the referral and handling of the account to a third-party agency are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to an Owner's account, are secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

- a. First, to any delinquent assessment;
- b. Second, to any current assessment;
- c. Next, to any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any attorney's fees incurred by the Association;
- e. Next, to any fines or self-help assessed by the Association; and
- f. Last, to any other amount owed to the Association.

If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine assessed by the Association may not be given priority over any other amount owed to the Association.

**10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner or a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.**

11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Delinquency Notice (as provided for in Section 2 above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein. Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Official Public Records of Collin County, a written notice of assessment lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

12(i). Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure (“Expedited Foreclosure”). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Collin County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner’s Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association’s foreclosure of its assessment lien.

(ii). Judicial Foreclosure. The Association, may file suit for judicial foreclosure (“Judicial Foreclosure”) of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association’s assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff’s sale. The Association shall have the power to bid on the Owner’s Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(iii) Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code.

(iv) Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

(v) Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

(vi) Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association’s governing documents or otherwise.

(vii) Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection fees, unless approved by the managing agent, legal fees or any other application charge.

13. 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, 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. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED**, that this Policy supersedes in all respects any prior policy and resolution with respect to the collection of assessments filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Collin County Clerk, and shall remain in full force and effect until revoked, modified or amended.

Executed this 11th day of December, 2019.

[End of Collection Policy]

## ATTACHMENT C

### THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC.

#### Alternative Payment Schedule Guidelines for Certain Assessments

**WHEREAS**, the Board of Directors (the “Board”) of The Villages of Hurricane Creek Homeowners Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code. The provisions of this policy may be amended, from time to time, as the Board deems necessary and appropriate; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines are established by the Board:

1. Upon the written request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
  - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
  - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two (2) years following the owner’s default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 30-day deadline to cure the delinquency as set forth in the Association’s letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.
  - c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule (“Administrative Costs”)

and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance prior to any reduction or waiver of any assessment or other delinquent amount owed, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and may be made by submitting online payments, payment by mail by check, cashier's checks or money orders. Should a payment by check be returned or payment is not honored for any reason, the Association shall have the right to require all future payments be submitted by cashier's check or money order only.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
  1. The following shall result in an immediate default of an Alternative Payment Schedule:
    - i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
    - ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
    - iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment

Plan.

- iv. The owner's failure to timely pay ongoing (future) assessments and other charges and fees of the Association when due.
2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
  3. The Association is not required to provide notice of any default.
  4. Owners are not entitled to any opportunity to cure a default.
  5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
  6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments and other charges and fees owed was adopted by the Board of Directors of The Villages of Hurricane Creek Homeowners Association in accordance with Section 209.0062 of the Texas Property Code.

Executed this 11th day of December, 2019.

[End of Alternative Payment Schedule (Payment Plan Policy)]

## **ATTACHMENT D**

### **THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC.**

#### **NOTICE AND HEARING; SCHEDULE OF FINES**

**WHEREAS**, the Board of Directors (the "Board") of The Villages of Hurricane Creek Homeowners Association Inc. (the "Association") wishes to adopt reasonable guidelines to establish Notice and Hearing; Schedule of Fines for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for Notice and Hearing; Schedule of Fines are established by the Board:

#### **NOTICE AND HEARING; SCHEDULE OF FINES**

##### **Notice and Hearing.**

(a) Prior to the imposition of any fine for a violation of the Declaration or the levying of any special individual assessment on an Owner, the Association will give at least one (1) notice of not less than five (5) days (unless violation is deemed an emergency, constitutes a safety or health hazard, or is a non-curable violation) each to the Owner in compliance with the Declaration and/or Section 209.006 of the Texas Property Code (the "**Property Code**"), as the same may be hereafter amended. Notices as described above are not required for situations deemed to be an emergency, constitutes a safety or health hazard or poses any kind of health or safety issue, or deemed a non-curable violation by the Board. Notice(s), as a general rule shall follow the schedule below notwithstanding, it is to be understood this is a guide and in no way prevents the Association or its Managing Agent from deviating from this schedule when it is deemed in the best interest of the Association or its Residents to do so:

First Notice shall be sent regular U.S. mail unless a non-curable violation is issued under instruction of the Board or at the discretion of the Managing Agent, at which time such notice shall be sent certified mail. Delivery of any First

Notice may also be delivered by e-mail or by posting to the door of the Residence. Notwithstanding, any violation considered to be an emergency or considered to threaten, in any capacity, the health, safety and welfare of Residents may be delivered by posting to the door of the Residence or by e-mail to the e-mail address on file with the Association.

(i) Second Notice of Violation may be sent using one of two choices; a Second Notice of Violation with additional time to abate the violation or a Fine Warning Notice. If a Fine Warning Notice is sent, the notice must be sent certified and regular U.S. mail. Second Notice of Violation, regardless of its nature must inform the Owner of his/her right to a Hearing as described below.

(ii) Notice of Fine Levied (**Notice of Fine**) shall be delivered by certified and regular U.S. mail.

(iii) The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(iv) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the fine and that the Owner may request a hearing as outlined in the Declaration and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. If the hearing is to be held before a committee appointed by the Board, the notice shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

(c) Provided that such Owner has not requested a hearing in accordance with the above and the violation has not been cured, then the Association shall continue to levy fines per the schedule below, notwithstanding, the schedule provided is a guide and does not constitute a hard and fast rule as the amount of fine a Board can levy for an Owner's non-compliance. Some violations, depending upon the severity or repetition, may warrant more stringent fine enforcement or may warrant a one-time fine in lieu of fining in increments. The amount and frequency in which a fine is levied is at the sole discretion of the Board. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code.

Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Declaration. The Board may elect to pursue such additional remedies at any time in accordance with applicable law.

**FINES:**

<b><u>Violation:</u></b>	<b><u>Fine Amount:</u></b>
Notice of Fine Levied – 1 <sup>st</sup> Fine Notice	<b>\$50.00 to \$100.00 depending upon the nature, severity, and reoccurrence of the violation</b>
Notice of Fine Levied – 2 <sup>nd</sup> Fine Notice	<b>\$105.00 to \$200.00 depending upon the nature, severity, and reoccurrence of the violation</b>
Notice of Fine Levied - 3 <sup>rd</sup> Fine Notice	<b>\$205.00 to 300.00 depending upon the nature, severity, and reoccurrence of the violation</b>
Notice of Fine Levied – 4 <sup>th</sup> Fine Notice & Beyond	<b>Fine will increase an additional \$50.00 every week until Owner cures the violation</b>

**Note: Once a fine has reached the maximum fine amount, if applicable, and the Owner has not cured the violation, the fine process will continue at the rate of \$50.00 per week until the violation is cured. The Association shall send one (1) additional notice notifying the Owner fines will continue until the violation is cured and thereafter, the Association will not be required to notify the Owner further and may continue to fine until the violation is cured or the Association determines that self-help action is required or warranted.**

This policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend, revise provisions of the policy, or rescind all or any part of the policy, as may be deemed necessary and in the best interest of the Association. Any amendment to the policy shall be mailed to each homeowner and a copy placed on the Association's website if applicable.

Executed this 11th day of December, 2019.

[ End of Notice and Hearing; Schedule of Fines]

## ATTACHMENT E

### THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC.

#### E-Mail Registration Policy

**WHEREAS**, the Board of Directors (the "Board") of The Villages of Hurricane Creek Homeowners Association Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Registration Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines with the Bylaws for Alcove at Hickory Creek in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for E-mail Registration are established by the Board:

**Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Villages of Hurricane Creek Homeowners Association, Inc. Recorded in the Official Public Records of Collin County, Texas, as the same may be amended from time to time by Resolution of the Board.**

1. *Purpose.* The purpose of this Email Registration. Policy is to facilitate proper notice of Board, Annual and Special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.
2. *Email Registration.* Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.
3. *Failure to Register.* An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely



maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4.                    Amendment. The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy without the need to amend the Bylaws, modify, amend, or supplement this Policy or any other rules regarding email registration.

Executed this 11th day of December, 2019.

[ End of E-Mail Registration Policy]

## **ATTACHMENT F**

### **THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC.**

#### **GENERATOR POLICY**

**WHEREAS**, the Board of Directors (the "Board") of The Villages of Hurricane Creek Homeowners Association Inc. (the "Association") wishes to adopt reasonable guidelines to establish an Generator Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines with the Bylaws for Villages of Hurricane Creek in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for Generators are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Villages of Hurricane Creek Homeowners Association, Recorded or to be recorded in the Official Public Records of Collin County, Texas, as the same may be amended from time to time.

#### **A. ARCHITECTURAL REVIEW APPROVAL REQUIRED**

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the architectural review authority under the Declaration (the "**ACC or ARC**").

#### **B. GENERATOR PROCEDURES AND REQUIREMENTS**

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "**Generator Application**"). The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

i. The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

ii. The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

iii. The Owner must install all-natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

iv. The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

v. The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

vi. The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

vii. The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

viii. The Owner must screen a Generator if it is visible from the street or front of the home, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

ix. The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

x. No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

xi. No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

xii. No Owner shall locate a Generator on property owned by the Association.

xiii. No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application.

Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties up to \$1,000.00. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

Executed this 11th day of December, 2019.

[ End of Generator Policy ]



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
03/12/2021 06:11:44 PM  
\$198.00 DKITZMILLER  
20210312000501210

*Stacey Kemp*