

# **ARTICLES OF INCORPORATION**

FILED  
in the County of Tarrant  
State of Texas

## ARTICLES OF INCORPORATION

DEC 14 2000

OF

Corporation

## LOST CREEK RANCH HOMEOWNERS ASSOCIATION

I, the undersigned, being of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, as it may be amended, do hereby adopt the following Articles of Incorporation of such corporation:

**Article 1. Name.** The name of the corporation is Lost Creek Ranch Homeowners Association (hereinafter called the "**Corporation**" or the "**Association**").

**Article 2. Type of Corporation.** The Corporation is a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act and has no capital stock.

**Article 3. Duration.** The Corporation shall have perpetual duration.

**Article 4. Definitions.** In addition to the definitions set forth herein, capitalized terms that are not defined herein shall have the meaning as defined in the Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch, recorded or to be recorded in the public land records of Collin County, Texas, as it may be amended from time to time (the "**Declaration**"), which definitions are incorporated herein by this reference.

**Article 5. Registered Office and Agent.** The initial registered office of the Corporation is 800 Brazos, Austin, Texas 78701, and the initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.

**Article 6. Incorporator.** The name and address of the incorporator is Joe Tinker at Three Metro Square, 12200 Ford Road, Suite 400, Dallas, Texas 75234.

**Article 7. Purpose of Corporation.** The Corporation does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. In way of explanation and not of limitation, the purposes for which it is formed are: (i) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws, and as provided by law; and (ii) to provide an entity for the furtherance of the interests of the owners of property subject to the Declaration.

**Article 8. Powers of the Corporation.** In furtherance of its purposes, the Corporation shall have the following powers, which, unless indicated otherwise by the Declaration or the Bylaws, may be exercised by the Board of Directors: (i) all of the powers conferred upon nonprofit corporations by the laws of the State of Texas in effect from time to time; (ii) all rights and powers conferred on property owners' associations by the laws of the State of Texas; and (iii) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these Articles of Incorporation, the Bylaws, the Declaration or the laws of the State of Texas.

**Article 9. Membership.** The Corporation shall be a membership corporation without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot subject to the

Declaration, are Members of the Association and such membership is appurtenant to, and inseparable from, ownership of the Lot.

**Article 10. Voting.** The Members shall be divided into classes and entitled to vote in accordance with the Declaration and the Bylaws. Cumulative voting is not allowed.

**Article 11. Board of Directors.** The business and affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors. The Board of Directors may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The method of election (except for the initial Board of Directors below), removal and filling of vacancies, and the term of office shall be as set forth in the Bylaws. The Board of Directors shall consist of 4, 5, 6 or 7 members. The initial Board of Directors shall consist of the following 4 members:

Joe Tinker

Three Metro Square  
12200 Ford Road  
Suite 400  
Dallas, Texas 75234

Robin Rigby

1660 South Stemmons Freeway  
Suite 250  
Lewisville, Texas 75067

Brad Gehringer

Three Metro Square  
12200 Ford Road  
Suite 400  
Dallas, Texas 75234

Robert Roffino

1660 South Stemmons Freeway  
Suite 250  
Lewisville, Texas 75067

**Article 12. Limitation on Directors' and Officers' Liability and Indemnification.** Except as provided below in this paragraph, an officer, director or committee member of the Association is not liable to the Association or its Members for monetary damages or acts or omissions that occur in the person's capacity as an officer, director or committee member, except to the extent a person is found liable for: (i) a breach of the officer's, director's or committee member's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the officer, director or committee member to the Association; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the officer, director or committee member receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office or position; or (v) an act or omission for which the liability of an officer, director or committee member is expressly provided by an applicable statute. The liability of officers, directors and committee members of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. The foregoing limitation on the liability of an officer, director or committee member does not eliminate or modify that person's liability as a Member of the Association.


**Article 13. Dissolution.** The Corporation may be dissolved with the written approval of not less than 67% of each class of Members as may be more specifically provided in the Bylaws and in accordance with the laws of the State of Texas. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation will be distributed to an appropriate public agency to be used for purposes similar to those for which this Corporation was created, or shall be granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. Any dissolution is subject to the terms of Article 15 hereof, if applicable.

**Article 14. Amendment.** Amendment of these Articles of Incorporation shall require approval of at least 67% of all Lot Owners.

**Article 15. VA/HUD.** So long as there is a Class B membership, the following actions shall require the prior approval of HUD or VA: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and dissolution and amendment of these Articles of Incorporation.

**Article 16. Conflict with Other Documents.** In the event of a conflict between these Articles of Incorporation and the Declaration, the Declaration shall control. In the event of a conflict between these Articles of Incorporation and the Bylaws, these Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 12<sup>th</sup> day of December, 2000.

 12/12/00  
Joe Tinker

# **BYLAWS**

BYLAWS  
OF  
LOST CREEK RANCH HOMEOWNERS ASSOCIATION

ARTICLE I  
NAME, PRINCIPAL OFFICE AND DEFINITIONS

1.1 **Name.** The name of the corporation is Lost Creek Ranch Homeowners Association (the "**Association**").

1.2 **Principal Office.** The principal office of the Association shall be located in Dallas County, Texas or in such other county in Texas as the Board of Directors determines. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 **Definitions.** In addition to the definitions set forth herein, capitalized terms that are not defined herein shall have the meaning as defined in the Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch, recorded or to be recorded in the public land records of Collin County, Texas, as it may be amended from time to time (the "**Declaration**"), which definitions are incorporated herein by this reference.

ARTICLE II  
ASSOCIATION; MEMBERSHIP AND MEETINGS

2.1 **Membership.** The Association shall have two classes of membership, Class A and Class B, as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated herein by this reference.

2.2 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

2.3 **Annual Meetings.** The first meeting of the Association, whether regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be at a time set by the Board of Directors.

2.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least 10% of the total Class A votes in the Association.

2.5 **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to an Owner of each Lot entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these

Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

**2.6 Voting.** The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference.

**2.7 Proxies.** At all meetings of Members, each Member may vote in person (or if a corporation, partnership or trust, through any officer, director, partner or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Texas law. All proxies shall be in writing specifying the Lot(s) for which it is given, signed by the Member or its duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it is given, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or 11 months from the date of the proxy, unless a shorter or longer period is specified in the proxy.

**2.8 Quorum - Adjournment.** Except as provided in these Bylaws or in the Declaration, the presence, in person or by proxy, of Members representing 20% or greater of the total votes in the Association shall constitute a quorum at all meetings of the Association. If, however, such quorum shall not be present or represented at any meeting, the Members present at the meeting that are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as stated above is present or represented.

**2.9 Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without notice and without a vote, if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 90 days of the earliest date that a notice regarding such consent is delivered by the Association, which date shall be designated in the notices. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. For votes taken by written consent as provided above, the date specified in the notice as the ownership date, which date shall not be more than 20 days prior to the date the notices are sent, shall be the date used for determining the ownership of the Lot for the written consent voting purposes. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

### ARTICLE III BOARD OF DIRECTORS

**3.1 Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by Declarant, the directors shall be Members or Residents and no Owner and Resident representing the same Lot may serve on the Board of Directors at the same time. A "Resident" shall be any natural person 18 years of age or older whose principal place of residence is a

Dwelling. In the case of a Member which is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided no Member may have more than one such representative on the Board of Directors at a time, except for the Declarant.

**3.2 Number of Directors.** The Board of Directors shall consist of 4, 5, 6 or 7 directors, as provided herein and as determined by the Board of Directors. The initial Board of Directors shall consist of 4 directors as identified in the Articles of Incorporation.

**3.3 Directors - During Class B Control Period.** During the Class B Control Period, all directors shall be selected and removed by Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant.

**3.4 Directors - After Class B Control Period.** Following expiration of the Class B Control Period, the directors shall be nominated and elected as follows:

a. **Nomination Procedures.** Prior to each election, the Board of Directors shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position. The Board of Directors shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations from the floor shall also be permitted.

b. **Nominating Committee.** Nominations for election to the Board of Directors may also be made by a nominating committee. The nominating committee, if any, shall consist of a Chairperson, who shall be a member of the Board of Directors, and three or more Members or representatives of Members. The Board of Directors shall appoint the members of the nominating committee not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced at each annual meeting. The nominating committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine. In making the nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

c. **Election and Term.** At the first annual meeting after the expiration of the Class B Control Period, all directors shall be elected by the Members to a term of 1 year. The number of directors to be elected at such meeting shall be determined by the then current Board of Directors. Upon the expiration of the term of office of each director elected by the Members, a successor shall be elected to serve a term of 1 year, unless the Board of Directors decides to allow one or more of the directors to be elected to serve for a term of 2 years. Unless removed as provided herein, the directors shall hold office until their respective successors shall be elected.

d. **Election Procedures.** Each Owner may cast the entire vote assigned to his or her Lot for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.



e. **Removal.** Any director elected by the Members may be removed, with or without cause, by Members holding 40% or greater of the votes entitled to be cast. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director. Any director elected by the Members who has 3 or more consecutive unexcused absences from the Board of Directors meetings, or who is more than 60 days delinquent (or is the representative of a Member who is delinquent more than 60 days) in the payment of any assessment or other charge due the Association, or who after notice and hearing is held to be in violation of the Declaration, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board of Directors may appoint a successor to fill the vacancy for the remainder of the term. In the event of death, disability or resignation of a director elected by the Members, the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

**3.5 Compensation.** Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a 67% or greater Class Vote at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board of the Directors prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

### **3.6 Meetings of the Board of Directors.**

a. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least 4 such meetings shall be held during each fiscal year with at least 1 per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than 4 days prior the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

b. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Vice President or by any 2 directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (i) as provided in Section 8.4 herein; (ii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iii) facsimile, computer or such other communication device. All such notices shall be given at the director's telephone number, fax number or sent to the director's address as shown on the records of the Association. Notices given by mail shall be deposited at least 7 business days prior to the time set for the meeting. Notices given by personal delivery, telephone, or other electronic device shall be delivered or transmitted at least 72 hours before the time set for the special meeting.

c. **Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding a meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting.

d. **Telephonic Participation in Meetings.** Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communication equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

e. **Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specified in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

f. **Notice to Owners; Open Meetings.** Subject to the provisions of Section 3.6g, all meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, and may exclude Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

g. **Action Without Meeting.** Any action to be taken at a meeting of directors or any action that may be taken at a meeting of directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

**3.7 Powers of Directors.** The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles of Incorporation, and as provided by law. The Board of Directors may do or cause to be done all acts and things as are not directed by the Declaration, Articles of Incorporation, these Bylaws, or Texas law to be done and exercised exclusively by the membership generally.

**3.8 Duties of Directors.** The duties of the Board of Directors shall include, without limitation:

- a. preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- b. levying and collecting such assessments from the Owners;
- c. providing for the operation, care, upkeep, and maintenance of the Common Maintenance Areas;
- d. designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- e. depositing all funds received on behalf of the Association in appropriate bank accounts or in other accounts approved by the Board of Directors, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- f. making and amending rules in accordance with the Declaration;
- g. opening the bank accounts on behalf of the Association and designating the signatories required;
- h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Maintenance Areas in accordance with the Declaration and these Bylaws;
- i. enforcing the provisions of the Declaration and any rules or standards developed pursuant to the Declaration, the Articles of Incorporation, these Bylaws and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;
- j. obtaining and carrying insurance as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- k. paying the cost of all services rendered to the Association;
- l. keeping books with detailed accounts of the receipts and expenditures of the Association;
- m. taking such actions as contemplated by the Board of Directors in the Declaration, these Bylaws and/or the Articles of Incorporation;
- n. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property; and
- o. indemnifying a director, officer or committee member, or former director, officer, committee member of the Association or any agent, contractor or management company of

the Association to the extent such indemnity is required or permitted under Texas law, the Articles of Incorporation or the Declaration.

**3.9 Borrowing.** The Association shall have the power to borrow money for any legal purpose; provided, the Board of Directors shall obtain Member approval in the same manner provided for Special Assessment as specified in the Declaration if the total amount of such borrowing, together with all other debt incurred within the previous 12 month period, exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year.

## **ARTICLE IV OFFICERS**

**4.1 Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board of Directors; other officers may, but need not be members of the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

**4.2 Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**4.3 Term.** The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for 1 year, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**4.4 Special Appointments.** The Board of Directors 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 of Directors may, from time to time, determine.

**4.5 Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, 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.

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

**4.7 Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors, including, without limitation, the following:

**a. President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors and the Members and shall see that orders and resolutions of the Board of Directors are carried out.

b. **Vice President.** The Vice President shall act in place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

d. **Treasurer.** The Treasurer shall receive and deposit, in appropriate bank accounts or in other accounts approved by the Board of Directors, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

**4.8 Authorized Agents.** Except when the Declaration, these Bylaws or the Articles of Incorporation require execution of certain instruments by certain individuals, the Board of Directors may authorize any person to execute instruments on behalf of the Association. In the absence of such Board of Directors' resolution, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association. However, only the President and/or Secretary shall have the authority to sign a mortgage or deed of trust relating to the Common Area.

## ARTICLE V ASSOCIATION MATTERS

**5.1 Committees.** The Board of Directors may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board of Directors may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**5.2 Management.** The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

**5.3 Right to Contract.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational, or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors.

**5.4 Accounting Standards.** The following management standards of performance shall be followed unless the Board of Directors by resolution specifically determines otherwise: (i) accrual accounting, as defined by generally accepted accounting principles, shall be employed; (ii) accounting and controls should conform to generally accepted accounting principles; (iii) cash

accounts of the Association shall not be commingled with any other accounts; (iv) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Association; and (v) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

**5.5 Accounting Reports.** Unless the Board of Directors by resolution specifically determines otherwise, the Board of Directors shall obtain the following reports:

a. **Quarterly Reports.** Commencing at the end of the quarter in which the first Lot with a Dwelling thereon is conveyed, financial reports shall be prepared for the Association at least quarterly containing (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis; (ii) a variance report reflecting the status of all accounts in an actual versus approved budget format; (iii) a balance sheet as of the last day of the preceding period; and (iv) a delinquency report listing all Owners who are delinquent in paying any assessment at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

b. **Annual Reports.** An annual report consisting of at least the following, which shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board of Directors determines, by an independent public accountant.

**5.6 Enforcement of Declaration.** The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of any duty imposed under the Declaration (and any rules promulgated pursuant thereto), these Bylaws and the Articles of Incorporation and any amendment thereto.

a. **Notice and Hearing.** Except as provided in paragraph 5.6b below, prior to imposition of any sanction hereunder or under the Declaration, the Board of Directors or its delegate shall serve an Owner of the Lot related to or connected with the alleged violation with written notice as provided below and provide such Owner with an opportunity of a hearing as provided below.

i. **Written Notice.** The written notice to be sent by the Association shall describe (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the Owner may present a written request for a hearing to the Board of Directors; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing is requested within 10 days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided that the Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

ii. **Hearing.** If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board of Directors in executive session. The Owner

violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, notice to the Owner of the time and place of the hearing shall be given in accordance with Section 8.4 herein. The notice requirement shall also be deemed satisfied if the Owner or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

b. **No Notice or Hearing Required.** Notice and/or hearing is not required if (i) the violation is the failure to pay an annual or special assessment, (ii) the alleged violator was held by the Board of Directors in violation of the same violation within 12 months of the new alleged violation, or (iii) the Board of Directors or its designee determines that notice and/or a hearing is not appropriate, desirable or in the best interest of the Association due to the circumstances, including, without limitation, the nature and type of the violation, the nature of the harm or damage attributable to the violation and the Association's ability to stop or limit the harm or damage. If notice and a hearing are not required in accordance with the foregoing, then the Association may exercise self-help remedies to correct the violation at any time.

c. **Optional Courtesy Letter.** The Association may, at its option and in its sole and absolute discretion, voluntarily provide the Owner of the Lot related to or connected with the alleged violation with a courtesy letter informing the Owner of the violation. The foregoing courtesy letter is not required to be given by the Association and such notice shall not constitute the written notice described Section 5.6a above. The Board of Directors or its designee shall have the sole and exclusive right to determine under which facts and circumstances the Association may elect to send a courtesy letter.

d. **No Waiver.** In the event the Board of Directors decides, in its discretion, not to take enforcement action, such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction, or rule.

## ARTICLE VI ASSESSMENTS

As more fully provided in the Declaration each Member is obligated to pay to the Association annual and special assessment (and specific assessments if applicable) which are secured by a continuing lien upon the Lot against which the assessment is made. If an assessment is not paid as provided in the Declaration, then the Association shall be entitled to the remedies provided in the Declaration, these Bylaws and the Articles of Incorporation.

## ARTICLE VII AMENDMENTS

7.1 **Amendment by Declarant.** During the Class B Control Period and subject to any applicable provisions in the Declaration, the Declarant may amend these Bylaws without approval of the Board of Directors or any Class A Members. In addition, after the expiration of the Class B Control Period but while the Declarant owns a Lot, Declarant may amend these Bylaws if such amendment (i) is necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) is necessary to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage



Association, the U. S. Department of Veterans Affairs, the U. S. Department of Housing and Urban Development, or any other applicable governmental agency or secondary mortgage market entity; or (iii) is necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any such amendment must not have a material adverse effect upon any right of any Owner.

**7.2 Amendment by Members.** Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of persons entitled to cast at least 51% votes of the total votes in each Class of Members. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**7.3 HUD/VA Approval.** While there is Class B membership, HUD or VA shall have right to veto amendments to these Bylaws if such entity has issued approval of the Property for purposes of insuring or guaranteeing mortgages.

**7.4 Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon the date of the amendment, unless a different date is specified in the amendment. Any procedural challenge to an amendment must be made within 3 months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

## **ARTICLE VIII MISCELLANEOUS**

**8.1 Fiscal Year.** The fiscal year of the Association shall be determined by the Board of Directors. If the Board of Directors fails to adopt a certain fiscal year, then until the Board of Directors adopts a specific fiscal year the fiscal year shall be January 1<sup>st</sup> to December 31<sup>st</sup> of every year, except that the first fiscal year shall begin on the date of incorporation.

**8.2 Conflicts.** In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### **8.3 Books and Records.**

a. **Inspection by Members.** The Board of Directors shall make the books and records of the Association available for inspection and copying by any Member, or the duly appointed representative of any of the Member. The files and records of an attorney or accountant who performs services for the Association are not records of the Association and are not subject to inspection by Members. The Board of Directors may deny the request to review particular records to the extent the Board of Directors determines that the Member's purpose for inspection is not proper.

b. **Rules of Inspection.** The Board of Directors may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.



c. **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

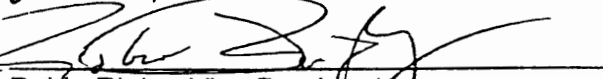
**8.4 Notices.** Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements and other communications under the Declaration or these Bylaws shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given 3 days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member or director at any meeting shall constitute waiver of notice by the Member or director of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members or directors shall be deemed the equivalent of proper notice.

IN WITNESS WHEREOF, we being all of the directors of the Association have executed these Bylaws on the dates set forth below.


Date: 12/12/00

  
Joe Tinker, President

Date: 12-21-00

  
Robin Rigby, Vice President

Date: 12-14-00

  
Brad Gehringer, Secretary-Treasurer

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
LOST CREEK RANCH

ENVELOPE  
ATTACHED

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COLLIN   §

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Notice") is made this \_\_\_\_ day of November, 2001, by the Lost Creek Ranch Homeowners Association (the "Association").

**WITNESSETH:**

**WHEREAS**, Lost Creek Ranch Ltd. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch" as Instrument No. 2000-0135702 of the Deed Records of Collin County, Texas, as supplemented (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, the Association desires to record the attached dedicatory instruments in the real property records of Collin County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**LOST CREEK RANCH HOMEOWNERS  
ASSOCIATION, a Texas non-profit corporation**

By: Joe Milum 1/30/02  
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                   §  
 COUNTY OF Collin   §

1-30 BEFORE ME, the undersigned authority, on this day personally appeared Joe  
Finley, President of Lost Creek Ranch Homeowners Association,  
 known to me to be the person whose name is subscribed to the foregoing instrument and  
 acknowledged to me that (s)he executed the same for the purposes and consideration therein  
 expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30<sup>th</sup> day of January 2002  
~~November, 2001.~~



Rita E. Rasberry  
 Notary Public  
 State of Texas

7-30-2002  
 My Commission Expires

AFTER RECORDING, RETURN TO:

Lance E. Williams, Esq.  
 Riddle & Williams, P.C.  
 3811 Turtle Creek Blvd, Suite 1050  
 Dallas, Texas 75219

**EXHIBIT "A"****PROPERTY DESCRIPTION**

Lots 1 through 37 (inclusive), Block A; Lots 1 through 30 (inclusive), Block B; Lots 1 through 15 (inclusive), Block C; Lots 1 through 13 (inclusive), Block D; Lots 1 through 25 (inclusive), Block E; Lots 1 through 24 (inclusive), Block F; Lots 1 through 21 (inclusive), Block G; Lots 1 through 38 (inclusive), Block H; Lots 1 through 28 (inclusive), Block I; Lots 1 through 10 (inclusive), Block J; Lots 1 through 12 (inclusive), Block K; Lots 1 through 11 (inclusive), Block L; Lots 1 through 14 (inclusive), Block M; Lots 1 through 18 (inclusive), Block R; Lots 1 through 3 (inclusive), Block T; Open Space Tract 1; Open Space Tract 2; Open Space Tract 3; Open Space Tract 5; Open Space Tract 6; Open Space Tract 7; Open Space Tract 8; Open Space Tract 9; and Amenity Center Tract 11; of Lost Creek Ranch, Phase 1, an Addition to the City of Allen, Collin County, Texas, according to the map or plat thereof, recorded in Volume M, Page 55 of the Plat Records of Collin County, Texas.

**EXHIBIT "B"****DEDICATORY INSTRUMENTS**

1. Articles of Incorporation of Lost Creek Ranch Homeowners Association
2. Bylaws of Lost Creek Ranch Homeowners Association
3. Architectural Control Authority (ACA) Standards
4. Lost Creek Ranch Homeowners Association, Inc. - Resolution (Assessment Collection Policy)
5. Lost Creek Ranch Homeowners Association, Inc. - Resolution (Application of Payments Policy)

# **COVENANTS, CONDITIONS & RESTRICTIONS**

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

## LOST CREEK RANCH

This Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch is made on the date hereinafter set forth by the Declarant, Lost Creek Ranch, Ltd., a Texas limited partnership.

Declarant is the owner of the Property (as herein defined). Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. The Declaration is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Property. In furtherance of such plan, Declarant has caused or intends to cause the Lost Creek Ranch Homeowners Association to be formed as a Texas nonprofit corporation to own, operate, and maintain the Common Area (as defined herein) and to administer and enforce the provisions of this Declaration.

Declarant hereby declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of the Property.

### ARTICLE I DEFINITIONS

1.1 **"Annexable Property"** means the real property described on Exhibit "B" attached hereto.

1.2 **"ACA or "Architectural Control Authority"** shall have the meaning provided such terms in Section 6.2 herein.

1.3 **"ACA Standards"** means standards adopted by the ACA regarding architectural and related matters, including, without limitation, architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be either recommended or required by the ACA for use within the Property.

1.4 **"Association"** means Lost Creek Ranch Homeowners Association, a Texas nonprofit corporation established for the purposes set forth herein.

1.5 **"Association Fencing"** means that certain fencing installed by Declarant on the real property described and/or described on Exhibit "C" attached hereto.

Record in:  
Collin County, McKinney, TX  
Honorable Helen Starnes  
Collin County Clerk  
On Dec 15 2000  
At 8:29am  
Doc/Num: 2000- 0135702  
Recorded by:  
Receipts 313983 95.00

1.6 **"Board of Directors"** means the board of directors of the Association.

1.7 **"Builder"** means any person or entity who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person's or entity's business.

1.8 **"City"** means the City of Allen.

1.9 **"Class B Control Period"** means the period commencing upon the date of this Declaration and expiring upon the earliest of: (i) 10 years after conveyance of the first Lot, (ii) a date that Declarant in writing elects to terminate the Class B Control Period, or (iii) when 75% of the residential building sites ("lots") proposed within the Development have been improved with a Dwelling thereon and conveyed to persons or entities other than a partner of Declarant or a Builder. For purposes of determining the number of building sites within the Development, the final subdivision plats, when Recorded against the entire Development showing each residential building site, shall be the determining documentation.

1.10 **"Class Vote"** means a vote that is counted or tallied for each separate class of voting and requires the specific percentage from each class.

1.11 **"Common Area"** and **"Common Areas"** means all areas (including the improvements thereon) within the Property owned or to be owned by the Association for the common use and enjoyment of the Members. The Common Area to be owned by the Association at the time of the conveyance of the first Lot (other than to an entity that may assume a Declarant status as provided herein) is described or depicted and designated on Exhibit "D" attached hereto.

1.12 **"Common Expenses"** means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Member(s) and/or the Common Maintenance Areas, but excluding any expenses incurred during the Class B Control Period for the initial or original construction of improvements.

1.13 **"Common Maintenance Areas"** means the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), portions of a Lot, public parks, private streets, landscaping, entry feature, fence or similar areas that the Board of Directors deems necessary or appropriate to maintain for the common benefit of the Members.

1.14 **"County"** means the County of Collin.

1.15 **"Declarant"** means Lost Creek Ranch Ltd. and its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. There may be more than one Declarant, if Declarant makes a partial assignment of the Declarant status.



1.16 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch, and any amendments and supplements thereto made in accordance with its terms.

1.17 **"Designated Interest Rate"** means the interest rate designated by the Board of Directors from time to time, subject to any interest limitations under Texas law. If the Board of Directors fails to designate an interest rate, then the interest rate shall be the lessor of 12% per annum or the highest rate permitted by Texas law. The Designated Interest Rate is also subject to the limitations in Section 11.7 herein.

1.18 **"Development"** means the Property and the Annexable Property.

1.19 **"Dwelling"** means any residential dwelling situated upon any Lot.

1.20 **"Lot"** means any separate residential building parcel shown on a Recorded subdivision plat of the Property or any part thereof, but only if such parcel has in place the infrastructure (including utilities and streets) necessary to allow construction of a single-family home thereon. Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot.

1.21 **"Member"** means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to the terms in Article III herein.

1.22 **"Owner"** means the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract for sale, then the purchaser (rather than the fee Owner) will be considered the Owner.

1.23 **"Property"** means the real property described on Exhibit "A" attached hereto (other than areas dedicated to the City or County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

1.24 **"Record," "Recording" or "Recorded"** means the filing of a legal instrument in the Public Records of Collin County, State of Texas, or such other place as may be designated as the official location for filing deeds, plats, and similar documents affecting title to real property.

1.25 **"Special Fencing"** means that certain fencing installed by Declarant or a Builder on the real property depicted and described on Exhibit "C" attached hereto.

1.26 **"Supplemental Declaration"** means a Recorded instrument which subjects additional property to this Declaration and/or imposes additional restrictions and obligations on the land described in the instrument.

1.27 **"Vacant Lot"** means a Lot that does not have thereon a Dwelling that has been occupied at any time (past or current) for residential purposes.

## ARTICLE II PROPERTY RIGHTS

**2.1 Owners' Easements of Use and Enjoyment.** Every Owner will have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, and such easement will be appurtenant to and will pass with the title to every Lot, subject to any limitations set forth herein, including, without limitation, the following:

a. **Rules.** The right of the Association to establish and publish rules and regulations governing the use of the Common Areas and/or the Lots.

b. **Suspension Voting Rights.** The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid.

c. **Conveyance of Common Area.** The right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Areas. However, no such dedication, sale or transfer will be effective unless there is a 67% or greater vote, excluding Declarant, approving such action.

d. **Mortgage Common Area.** The right of the Association, subject to the provisions hereof, to mortgage or lien all or any part of the Common Areas. However, the Common Areas cannot be mortgaged or liened without a 67% or greater vote, excluding Declarant, approving such action.

**2.2 Prohibitions on Easement of Use and Enjoyment.** Each Owner's right and easement of use and enjoyment in and to the Common Area is further limited as follows:

a. **No Transfer without Lot.** An Owner's right and easement of use and enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot and such right and easement of use and enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Area.

b. **No Partition.** Except as provided in Section 2.1.c herein, the Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

**2.3 Right to Delegate Use and Enjoyment of Common Area.** Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and guests as applicable, subject to the terms in this Declaration, the Bylaws and any reasonable rules of the Board of Directors. An Owner who leases his or her Dwelling is deemed to have assigned all such rights to the lessee of such Dwelling.

### **ARTICLE III MEMBERSHIP AND VOTING**

3.1 **Membership - Owners.** Every Owner by virtue of ownership of a Lot will be a member of the Association. Membership will be appurtenant to and will not be separated from ownership of any Lot.

3.2 **Voting Rights.** The Association shall have the following two classes of voting membership:

**Class A.** Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. However, when more than one person holds an interest in any Lot, all such persons shall be members, but only one vote in total may be cast per Lot as the Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. The Association shall have no affirmative obligation to take any action to determine which Owner is the person designated to cast the Lot's vote. If the Owners fail to advise the Association of the person designated to cast the Lot's vote, then the Lot's vote shall be suspended if more than one person or entity seeks to exercise it.

**Class B.** The sole Class B Member shall be Declarant. The Class B Member is entitled to three (3) votes for each Lot owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership upon expiration of the Class B Control Period.

### **ARTICLE IV ASSESSMENTS**

4.1 **Obligation to Pay Assessments.** Subject to the terms of this Article IV, the Declarant, for each Lot it owns, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments as provided in Section 4.5 herein, and (iii) specific assessments as provided in Section 4.9 herein.

4.2 **Personal Obligation to Pay Assessments.** Each such assessment, together with interest at the Designated Interest Rate, late charges, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no mortgagee under a Recorded first mortgage or beneficiary of a Recorded first deed of trust (meaning any Recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust), shall be liable for unpaid assessments which accrued prior to such acquisition of title. In addition, no mortgagee shall be required to collect assessments.

4.3 **Purpose of Annual and Special Assessments.** Annual assessments and special assessments levied by the Association shall be used for Common Expenses. The Association may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Areas.

4.4 **Maximum and Actual Annual Assessment.** Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$360.00 per Lot. The Board of Directors may fix the actual annual assessment at an amount not in excess of the specified maximum annual assessment. From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased as follows:

a. **Maximum Increase Without Vote.** The maximum annual assessment may be increased by the Board of Directors without a vote of the membership each year by 10% above the maximum annual assessment for the previous year. The Board of Directors may increase the maximum annual assessment with or without increasing the actual annual assessment.

b. **Maximum Increase With Vote.** The maximum annual assessment may be increased more than 10% above the prior year's maximum annual assessment amount by a 67% or greater Class Vote approving such action.

4.5 **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to cover expenses which the Board of Directors determines, in its sole discretion, to more appropriately be handled outside of the regular operating budget, provided, that any such special assessment must have a 67% or greater Class Vote approving such action.

4.6 **Uniform Rate of Assessment - Reduced for Vacant Lots.** Both annual assessments and special assessments shall be fixed at a uniform rate for all Lots, except that Vacant Lots shall be assessed at 25% of the regular full assessment rate.

4.7 **Declarant's Payment of Full Assessments for Vacant Lots or Shortfall Amount.** During the period that Declarant owns any Vacant Lot, if the Association's revenues are insufficient to pay the expenses of the Association, then Declarant shall pay to the Association the lesser of: (i) the difference between the revenues and the expenses, or (ii) the difference between the total amount of assessments paid by Declarant for Vacant Lots (assessed at the reduced assessment rate) and the total amount that Declarant would have paid for such Vacant Lots if such Vacant Lots were assessed as Lots at the full (100%) rate. Declarant shall pay such amount within 30 days of receipt of request for payment thereof from the Association, provided that if the budget deficit is the result of the failure or refusal of an Owner or Owners to pay their annual assessment or special assessments, the Association will diligently pursue (the Declarant may also pursue at its option) all available remedies against such defaulting Owners and will promptly reimburse the Declarant the amounts, if any, so collected.

**4.8 Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the date of conveyance of the first Lot to an Owner (other than to a Builder or an entity that assumes the Declarant status as provided herein), unless the Board of Directors elects to commence the annual assessment earlier. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each assessment period. Written notice of the annual assessment shall be sent to an Owner of every Lot subject thereto. The due dates shall be established by the Board of Directors. The Board of Directors shall also establish whether the annual assessment shall be paid annually, quarterly or monthly.

**4.9 Specific Assessments.** The Association shall have the power to levy specific assessments against a particular Lot to (i) cover costs incurred in bringing a Lot into compliance with this Declaration, (ii) cover costs incurred as a consequence of the conduct (or the failure to act) of the Owner or occupant of a Lot, their agents, contractors, employees, licensees, invitees, or guests, and/or (iii) collect any sums due by the Owner to the Association (other than annual assessments or special assessments or interest or late charges related thereto), including, without limitation, fines and transfer fees.

**4.10 Capitalization of Association.** Upon acquisition of record title to a Lot by the first Owner thereof (other than Declarant or a Builder), a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two months of the full annual assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws.

**4.11 Certificate of Assessment Status.** The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

**4.12 Failure to Pay Assessments; Remedies of the Association.** With respect to any assessment or other sum due herein not paid within 10 days after the due date, the Association shall have the right to: (i) charge a late charge, in an amount determined by the Board of Directors; (ii) charge interest on the amount due at the Designated Interest Rate from the due date until the date the sum is paid; and/or (iii) charge costs and fees related to the collection of the sum due. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his or her Lot. The failure to pay assessments shall not by the terms of this Declaration constitute a default under an insured mortgage, unless otherwise provided by the terms of such mortgage.

**4.13 Lien.**

a. **Creation of Lien.** The Association shall hereby have a continuing lien against each Lot to secure payment of delinquent assessments (annual assessments, special assessments and specific assessments), as well as interest at the Designated Interest Rate, late charges, and costs of collection, including, without limitation, court costs and attorneys' fees. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and Record a document setting forth as to any Lot, the amount of delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the payment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, perfection or priority of the lien.

b. **Enforcement of Lien - Judicial or Nonjudicial.** The lien may be enforced by judicial or nonjudicial foreclosure. Each Owner by accepting title to a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a private power of nonjudicial sale to be exercised in accordance with Texas Property Code Ann. 51.002 (Vernon 1984), as it may be amended. The Board of Directors may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board of Directors' meeting.

c. **Subordination of Lien.** The lien of the assessments provided for herein is subordinate to the lien of any Recorded first mortgage or first deed of trust against a Lot.

d. **Effect of Conveyance.** An Owner that conveys title to a Lot shall not be liable for assessments that are attributable to the period after the conveyance of the Lot, except as provided in the following paragraph. However, a conveyance of title to a Lot shall not affect the assessment lien or relieve the Owner that conveys the Lot from personal liability for any assessments attributable to the period prior to the date of the conveyance, except as provided in the following paragraph.

e. **Effect of Foreclosure.** The foreclosure of a first mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will extinguish the lien of such assessment as to payments attributable to the period prior to the foreclosure, trustee's sale or deed in lieu thereof. However, a foreclosure of a first mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof will not relieve such Lot or Owner thereof from liability for any assessment attributable to the period after the foreclosure, trustee's sale or deed in lieu thereof. The foreclosure of a first mortgage, trustee's sale of a first deed of trust or a deed in lieu thereof shall not release the Owner whose Lot is being foreclosed, sold at a trustee's sale or conveyed pursuant to a deed in lieu from the Owner's obligation to pay assessments attributable to the period prior to the date of such foreclosure, trustee's sale or deed in lieu thereof. For purposes of this Declaration, the use of the term first in connection with a mortgage or deed of trust shall refer to the lien priority as compared to other mortgages or deeds of trust.

## **ARTICLE V THE ASSOCIATION**

**5.1 The Association - Duties and Powers.** The Association is a Texas nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, Bylaws, and this Declaration. The Association shall continue to exist until the Association is dissolved, regardless if the corporate status expires or lapses. The Association shall have such rights, duties and powers as set forth herein and in the Articles of Incorporation and the Bylaws.

**5.2 Board of Directors.** The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board of Directors may elect or appoint, in accordance with the Articles of Incorporation and the Bylaws. The Board of Directors shall have the powers granted in this Declaration, the Articles of Incorporation, the Bylaws, and all powers provided by Texas law and all powers reasonably implied to perform its obligations and/or duties provided herein.

**5.3 Limitation on Liability.** The liability of an officer, director or committee member of the Association shall be limited as provided in the Articles of Incorporation.

**5.4 Indemnification.** Subject to the limitations and requirements of the Texas Nonprofit Corporation Act, as amended, and in the Bylaws, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including, without limitation, attorneys' fees, reasonably incurred in connection with any threatened, initiated or filed action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which a director's, officer's or committee member's liability is limited under the Articles of Incorporation. Additionally, subject to the limitations and requirements of the Texas Nonprofit Corporation Act, as amended, and in the Bylaws, the Association may voluntarily indemnify a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against such person in that capacity and arising out of that capacity.

**5.5 Limitations on Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless there is a 75% or greater vote approving such action. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions to enforce written contracts with the Association. Except as authorized by said vote, the Board of Directors shall not be liable for failing or refusing to commence litigation.

**5.6 Insurance.**

**a. Required Coverages.** The Association, acting through its Board of



Directors or its duly authorized agent, shall obtain and continue in effect, at a minimum the following insurance coverage, if reasonably available or, if not, the most nearly equivalent coverages as are reasonably available:

(i) **Property Insurance.** Blanket property insurance covering loss or damage on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Common Maintenance Area to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits and/or endorsement related thereto sufficient to cover the full replacement cost of the insured improvements. The Association shall obtain endorsements to the property insurance policy to the extent the Board of Directors determines that particular endorsements are advisable and reasonably available to the Association. Such endorsements may include, without limitation: (i) a Replacement Cost Endorsement with an Agreed Amount Endorsement; (ii) a waiver of the insurer's right to repair and reconstruct instead of paying cash, if reasonably available; (iii) an Inflation Guard Endorsement; (iv) a Building Ordinance or Law Endorsement; and (v) a Steam Boiler and Machinery Coverage Endorsement.

(ii) **General Liability Insurance.** Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. Such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. The Board of Directors may obtain a higher policy coverage if the Board of Directors determines that such additional coverage is advisable.

b. **Additional Insurance.** The Board of Directors may obtain additional insurance as the Board of Directors determines advisable, including, without limitation, the insurance set forth below. In determining whether to obtain additional insurance and/or endorsements thereto that are discretionary the Board of Directors shall use its own business judgment to determine if such insurance and/or endorsement is advisable based on the cost and availability of the insurance and/or the endorsement compared to the risks associated therewith.

(i) **Directors and Officers Liability Insurance.** Directors and officers liability insurance.

(ii) **Fidelity Insurance.** Fidelity insurance covering all parties responsible for handling Association funds in an amount determined by the Board of Directors. If fidelity insurance coverage is obtained the policy should contain, if reasonably available, a waiver of all defenses based upon the exclusion of persons serving without compensation.



(iii) **Flood Insurance.** Flood insurance covering any improvements located on the Common Area to the extent that the Board of Directors determines that the improvements have significant enough value and the risks related thereto justify the cost of such insurance.

(iv) **Workers Compensation Insurance.** Workers compensation insurance and employers liability insurance.

c. **Policy Requirements.** All insurance coverage obtained by the Association shall: (i) be written in the name of the Association and shall provide for a certificate of insurance to be furnished to the Association; (ii) contain a reasonable deductible; (iii) contain an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation of insurance; (iv) contain a provision or endorsement excluding Owner's individual policies from consideration under any other insurance clause, if reasonably available; and (v) contain a waiver of subrogation as to any claims against the Board of Directors and the Association's officers, employees and manager, and the Owners and their tenants, servants, agents and guests, if reasonably available.

d. **Review of Policies.** The Board shall annually review the types and amounts of insurance coverage for sufficiency.

e. **Compliance with Federal Agencies and Secondary Mortgage Market Requirements.** In addition to the foregoing insurance in Section 5.6, the Board of Directors may obtain such insurance coverage that the Board of Directors determines desirable to satisfy any applicable insurance requirements of any federal agency or secondary mortgage market entity, including, without limitation, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U. S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), to the extent applicable.

**5.7 Contracts; Management and Maintenance.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational, or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors. The Board of Directors may employ for the Association a management agent or agents at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority.

**5.8 Books and Records.** The books and records of the Association shall be made available to the Members for inspection as provided in the Bylaws. In addition, Members may obtain copies, at a reasonable cost, of the books and records of the Association as provided in the Bylaws.

**5.9 Dissolution of Association; Conveyance of Assets.** If the Association is dissolved other than incident to a merger or consolidation, the assets both real and personal of the Association, shall be conveyed as provided in the Articles of Incorporation.

**5.10 Enforcement.** The Board of Directors may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in the Bylaws. The Bylaws do not provide for an absolute right under all circumstances to notice and/or hearing either prior to or after the imposition of sanctions. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

a. **Fines.** The Board of Directors may impose reasonable monetary fines which shall constitute a lien upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest, or invitee of the Owner of such Lot.

b. **Suspension of Voting Rights.** The Board of Directors may suspend an Owner's right to vote.

c. **Suspension of Rights to Use Common Area.** The Board of Directors may suspend any person's or entity's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot.

d. **Right of Self-Help.** The Board of Directors may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration;

e. **Right to Require Removal.** The Board of Directors may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

f. **Levy Specific Assessment.** The Board of Directors may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

g. **Lawsuit; Injunction or Damages.** The Board of Directors has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

h. **Perform Maintenance.** In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a

Lot and/or Dwelling, the Association may record a notice of violation in the public records of the County and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Board of Directors' sole and absolute discretion, except that the Board of Directors shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board of Directors may determine that, under the circumstances of a particular case, (i) the Association's position is not strong enough to justify taking any or further action; or (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources, or (iv) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

## **ARTICLE VI ARCHITECTURAL CONTROLS**

**6.1 No Improvements Unless Approved by Architectural Control Authority - Except Improvements by Declarant.** No building, fence, wall, outbuilding, landscaping, pool, detached building, athletic facility, structure or improvement will be erected, altered, added onto or repaired upon any portion of any Lot without the prior written consent of the ACA. However, ACA approval is not required for (i) any improvements constructed, erected, altered, added onto or repaired by Declarant or a Builder designated in writing by Declarant to be exempt from the ACA approval requirements; (ii) any improvements to the interior of a Dwelling, except as provided herein; (iii) the painting or re-bricking of the exterior of any Dwelling in accordance with the approved color and design scheme approved by the ACA; or (iv) improvements for which the Declaration expressly states that the ACA's prior approval is not required. Any improvements pursuant to clauses (iii) and (iv) immediately preceding must be in compliance with any applicable ACA Standards.

**6.2 Architectural Control Authority.** The ACA shall have the sole and exclusive authority to perform the functions contemplated by the ACA in this Declaration. The purpose of the ACA is to enforce the architectural standards of the Property and to approve or disapprove plans for improvements proposed for the Lots. The ACA will have the authority to delegate its duties or to retain the services of a professional engineer, management company, architect, designer, inspector or other person to assist in the performance of its duties. The cost of such services shall be included in the Common Expenses. The "**ACA**" or "**Architectural Control Authority**" shall be the following entity:

a. **Declarant - During Ownership of Development.** The Declarant shall be the ACA during the period that Declarant owns any real property within the Development, unless the Declarant in writing has terminated its rights as the ACA.

b. **Architectural Committee - After the Declarant's Period.** The Architectural Committee shall be the ACA after the Declarant's right to act as the ACA has either expired or voluntarily been terminated.

**6.3 Architectural Committee.** A committee to be known as the "Architectural Committee" consisting of a minimum of 3 members will be established after the Declarant's right as the ACA has terminated. The members of the Architectural Committee will be appointed, terminated and/or replaced by the Board of Directors. The Architectural Committee will act by simple majority vote.

**6.4 Submission of Plans.** Prior to the initiation of construction of any work required to be approved by the ACA as provided in Section 6.1 above, the Owner (excluding Declarant and any Builder designated in writing to be exempt from the ACA approval requirements as provided herein) will first submit to the ACA a complete set of plans and specifications for the proposed improvements, including site plans, landscape plans, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACA for the performance of its function. In addition, the Owner will submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. This approval process is separate and independent of any approval process required by a governmental entity.

**6.5 Plan Review.**

a. **Timing of Review and Response.** Upon receipt by the ACA of all of the information required by this Article VI, the ACA will have 30 days in which to review said plans. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ACA in form satisfactory to the ACA. If the ACA requests additional information and the applicant fails to provide such information prior to the date stated in the ACA's notice, then the application shall be deemed denied. If the applicable submittal is denied or deemed denied, then the applicant shall be required to re-apply if the applicant still desires to have the ACA consider the request. If the ACA fails to issue its written approval within 30 days after the ACA's receipt of all materials requested by the ACA to complete the submission, then such failure by the ACA to issue its written approval shall be deemed approval. The ACA may charge a reasonable fee for reviewing requests for approval.

b. **Approval Considerations - Aesthetics.** The proposed improvements will be approved if, in the sole opinion of the ACA: (i) the improvements will be of an architectural style, quality, color and material that are aesthetically compatible with the improvements in the Development; (ii) the improvements will not violate any term herein or in the ACA Standards; and (iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property. Decisions of the ACA may be based on

purely aesthetic considerations. The ACA shall have the authority to make final conclusive and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as the determination is made in good faith and in accordance with the procedures set forth herein. Each Owner acknowledges that opinions on aesthetic matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements and as the ACA and their members change over time.

**6.6 Timing of Completion of Approved Items.** All work approved by the ACA shall be completed within one year after the approval by the ACA or such shorter period that the ACA may specify in the notice of approval, unless the completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the ACA. All work and related improvements shall be in compliance with the items approved by the ACA.

**6.7 Improvements Impact on Drainage.** With respect to any improvements performed on a Lot and/or any alterations to the yard, the Owner shall take proper precautions to insure that such improvements do not (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling, or (ii) allow water to collect near the foundation of the Dwelling. Although the ACA may comment on and/or deny the approval of plans because of the impact of the proposed improvements or alterations on surface water drainage, the ACA's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant.

**6.8 No Waiver.** The approval by the ACA of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ACA under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

**6.9 Variances.** The ACA may authorize variances from strict compliance with the requirements herein, in any ACA Standards or any required procedures: (i) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence; or (ii) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing or estop the ACA from denying a variance in other circumstances.

**6.10 Architectural Control Authority Standards.** The ACA may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, ACA Standards. The ACA Standards may not conflict with the terms of this Declaration.

**6.11 Enforcement; Non-Conforming and Unapproved Improvements.** If there are any significant or material deviations from the approved plans in the completed improvements, as determined by the ACA, in their sole and absolute discretion, such improvements will be in violation of this Article VI to the same extent as if made without prior approval of the ACA. The Association or any Owner may maintain an action at law or in equity for the removal or correction of (i) the non-conforming improvement or alteration, and/or (ii) any improvement or alternation to any improvement on any Lot that is not approved by the ACA.

**6.12 Limitation of Liability.** Neither the Declarant, the Association, the Board of Directors, nor the ACA shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, the ACA nor any member of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Dwelling and/or Lot. The ACA and its members shall be defended and indemnified by the Association as provided in Section 5.4 herein.

## **ARTICLE VII USE RESTRICTIONS AND COVENANTS**

**7.1 Single Family Residential Use.** All Lots and Dwellings will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers or other business invitees; and (iv) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (i) through (iv) above in this paragraph shall be made by the Board of Directors in their sole and absolute discretion. The business activity prohibition will not apply to the use of any Dwelling by Declarant or any Builder as a model home, construction office and/or sales office; or the use of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant or any Builder.

**7.2 Parking of Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street within the Property, except passenger automobiles, motorcycles, passenger vans and pick-up trucks may be parked in any garage or driveway if such vehicle (i) has less than 1 ton carrying capacity; (ii) has less than 3 axles; (iii) is in operating condition; and (iv) is generally in daily use as a motor vehicle on the streets and highways of the State of Texas. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer,

implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to any driveways, roads, parking lots or other areas designated by the Board of Directors as intended for such vehicular use. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot or a street within the Property, except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or portions of any Lot that are visible from any street within the Property.

**7.3 Trailers, Boats, Commercial and Recreational Vehicles.** No campers, boats, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than 1 ton carrying capacity, and/or equipment or accessories related thereto may be kept on any Lot, unless such item is in operable condition and such item is (i) kept fully enclosed within a garage located on such Lot; (ii) kept fully screened from view by a screening structure or fencing approved by the ACA; (iii) temporarily parked on any street within the Property or on a Lot for the purpose of loading or unloading; or (iv) a commercial vehicle that is in use for the construction, maintenance or repair of a Dwelling or Lot in the immediate vicinity. The Board of Directors will have the absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements in clauses (i) through (iv) above in this paragraph. Upon an adverse determination by the Board of Directors, the Owner will cause the item to be removed and/or otherwise brought into compliance with this paragraph. Notwithstanding any provision herein, no trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.

**7.4 Fences.**

a. **Required Fencing.** The backyard of each Lot must be enclosed with a perimeter fence.

b. **Type of Fencing.** All perimeter fences will be wood, brick stone and/or masonry except for the Special Fencing and Association Fencing. All fencing shall comply in all respects (including size and location) with applicable City requirements. All perimeter fences (except Special Fencing and Association Fencing which fencing shall be no less than 4 feet in height) shall be between 6 and 8 feet in height unless another height is approved by the ACA and shall be a stained with a color approved by the ACA. No fences may be painted, unless otherwise approved in writing by the ACA. Except for Special Fencing and Association Fencing, no chain-link, metal, cloth or agricultural fences may be built or maintained on any Lot unless such fence is located within the perimeter fence in such a manner that it is not visible from any street, alley, park, Common Area or public area, unless otherwise approved by the ACA. Except for Special Fencing and Association Fencing, the portion of all fences which exterior or side faces a street adjoining such Owner's Lot (front, side or rear streets, but not alleys) or which exterior or side faces a Common Area, open space, park or other recreational area adjoining such Owner's Lot (which area may be separated by an alley) shall have the smooth surface of the fence materials facing the applicable street or Common Area. The fence posts and bracing boards



on such front, side and rear fences shall face the interior of the fenced yard. Owners will not construct a second fence (a parallel fence) along or near the Common Fence or the Association Fencing.

c. **Location of Fence.** No fence, wall or hedge will be placed on any Lot in a location nearer the street than the front building setback line for such Lot. The foregoing shall not limit or restrict fences erected in conjunction with model homes or sales offices. In addition to the foregoing, easements may also restrict the placement of fences.

d. **Maintenance of Fencing.** Except for Association Fencing, each Owner shall maintain the portion of fencing on such Owner's Lot (including Special Fencing) in a presentable condition and shall make all repairs and replacements thereto, except that Owners adjoining a Common Fence (as provided in the following Section) shall share in the cost of such maintenance as provided in the following Section. The Association shall be responsible to maintain the Association Fencing. All repairs and replacements to the perimeter fencing and/or Special Fencing must be done using the same type and color of materials so that such fencing does not appear to have been repaired or replaced, except to the extent of the new appearance of the repaired or replaced materials. Except as provided in the foregoing sentence, perimeter fencing, Special Fencing and/or Association Fencing shall not be changed or modified without the prior written consent of the ACA.

e. **Common Fencing.** Side and rear yard fences that are installed by Declarant or the builder of the Dwelling to separate adjacent Lots as a common boundary fence (the "**Common Fence**") shall be maintained jointly by the Owners whose Lots adjoin such Common Fence and the costs associated therewith shall be shared equally by said Owners. If the Owners disagree regarding the timing, cost or other applicable issue related to the repair or replacement of a Common Fence or portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of one-half (1/2) of the cost of repair or replacement at Arbitration (as defined herein); and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made. The term "**Arbitration**" shall mean binding arbitration pursuant to the rules of the American Arbitration Association or such other person or entity approved by the applicable Owners.

7.5 **Outbuildings, Sheds and Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, and sheds shall be erected, placed or constructed upon any Lot, unless (i) the item is approved by the ACA prior to the installation or construction of the item; (ii) such item is compatible with the Dwelling to which it is appurtenant in terms of its design and material composition; (iii) the exterior paint and roofing materials of such outbuildings shall be consistent with the existing paint and roofing materials of the Dwelling; (iv) the outbuilding is located within a backyard that has a fence that completely encloses the backyard; (v) the height of the structure walls shall not be greater than eight (8) feet; and (vi) the outbuilding shall not be greater than 225 square feet of floor space.

7.6 **Animals.** No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except that a reasonable number of cats, dogs or other generally recognized household



pets may be permitted on any Lot; however, those pets which are permitted to roam free, or in the sole discretion of the Board of Directors, make objectionable noise, endanger the health or safety of, or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots shall be removed from the Lot upon the request of the Board of Directors. If the animal owner fails to remove the animal from the Lot after the Board of Directors' request, the Board of Directors may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and the Bylaws. All animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All persons bringing an animal onto the Common Maintenance Areas shall be responsible for immediately removing any solid waste of said animal.

#### **7.7 Signs.**

a. **Sign Restrictions.** Except for Entry Signs (as defined in Section 7.7(b)), no sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following: (i) an Owner may erect one (1) sign on a Lot advertising the Dwelling for sale or rent, provided that the sign does not exceed two (2) feet by three (3) feet in size; (ii) an Owner may temporarily place one (1) sign on a Lot advertising the "open house" of the Dwelling, provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during actual open house hours; (iii) signs or billboards may be erected by the Declarant or any Builder designated in writing by the Declarant as having the right to erect such signs or billboards; (iv) an Owner may temporary place 1 sign on a Lot advertising a "garage sale", provided that the sign does not exceed 2 feet by 3 feet in size and the sign may only be displayed during the garage sale hours; or (v) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 60 days in advance of the election to which they pertain and are removed within 15 days after the election. A permitted or authorized sign may not contain any language or symbols on the sign that are not directly related to the authorized purpose of the sign. The ACA may in the ACA Standards permit additional signs and/or place additional restrictions or limitations on the signs permitted in this Declaration, provided that such additional restrictions or limitations do not conflict with the terms herein. The Association will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing. Removal shall not subject the Association to any liability in connection with such removal.

b. **Entry Signs.** The term "Entry Signs" shall mean the entry feature signs for the Lost Creek Ranch subdivision that are placed by the Declarant or its agents on the real property described on Exhibit "C" attached hereto. The Association shall be responsible to maintain the Entry Signs.

**7.8 Trash; Containers and Collection.** No garbage or trash shall be placed or kept on any Lot, except in covered sanitary containers. In no event shall such containers be stored,

kept, placed or maintained on any Lot where visible from the location on the street that is immediately in the front of the Dwelling except solely on a day designated for removal of garbage, then such containers may be placed in the designated location for pick-up of such garbage and the container will be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant or any builder designated by Declarant.

**7.9 Nuisances.** No noxious or offensive activity, including, without limitation, unreasonable smells, noise or aesthetics, will be carried on upon any Lot, nor will anything be done thereon which the Board of Directors determines, in its sole and absolute discretion, is or may become an unreasonable source of annoyance or nuisance to the Property.

**7.10 Antennae and Satellite Dishes.** Except with the written permission of the ACA or as provided herein, exterior antennae, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any Dwelling or on any portion of the Lot outside the Dwelling, except that (i) antennas, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted; and (ii) antennas or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices and any other device permitted by the ACA (a "**Permitted Device**"), must be located in an area where such Permitted Device is not visible (for aesthetic reasons) from any portion of the street in front of the applicable Lot with the apparatus. However, if the Owner determines that the Permitted Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Owner may install the Permitted Device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The ACA in the ACA Standards may include rules or provisions regarding the type of additional Permitted Devices and/or the placement of Permitted Devices, provided that such ACA Standards do not conflict with the terms of this Section 7.10 and do not unreasonably increase the cost of installation, maintenance or use of the Permitted Device. A Permitted Device that complies with the provisions of this paragraph and the ACA Standards shall not require the ACA's approval prior to installation. However, the ACA shall be the sole and exclusive authority for purposes of determining if the item or device complies with the provisions of this paragraph and the ACA Standards.

**7.11 Air-Conditioning Units.** Air-conditioning apparatuses must be installed on the ground behind the rear of the Dwelling or on the ground near the side of the Dwelling. No air-conditioning apparatus or evaporative cooler may be attached to any wall or any window of any Dwelling.

**7.12 No Solar Collectors.** Except with the written permission of the ACA, no solar collector panels or similar devices may be placed on or around any Dwelling.

**7.13 No Temporary Structures as a Residence.** No structure of a temporary character, including, without limiting the generality thereof, any tent, shack, garage or barn will be used on any Lot at any time as a residence, either temporarily or permanently; except that camping out in a tent,

that is erected in the back yard behind a fully screened fence, is permitted provided that such activity does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots as determined by the Board of Directors in its sole and absolute discretion. This restriction will not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.

**7.14 Sidewalks.** The Owner shall be responsible for maintaining any sidewalk located on such Owner's Lot to the extent required by the City.

**7.15 Landscaping Maintenance.** All yards must be sodded or grassed within a reasonable time period not to exceed seven (7) months after the initial conveyance of a Lot with a Dwelling thereon to an Owner other than a Builder. Decorative ground cover rock (excluding flower beds and planters with mulch rather than rock) in the front and side yard may not exceed 10% of the total area of the front and side yard. All landscaping located on any Lot, including grass lawns, must be properly maintained at all times by the Owner of such Lot in a trimmed, well-kept and clean condition, as determined by the Board of Directors, in its sole and absolute discretion. Each Owner will keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. In addition, each Owner shall on a regular basis remove weeds from the yard, including, without limitation, flower beds and planter areas.

**7.16 Exterior Improvement Maintenance.** All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition, as determined by the Board of Directors, in its sole and absolute discretion.

**7.17 Garages.** Each Dwelling must have a garage that will accommodate a minimum of two (2) automobiles. All garages must comply with City requirements. Garages may be used as Declarant's or a Builder's sales offices prior to permanent occupancy of the main structure; however, sales offices must be converted to garages prior to permanent occupancy. With the exception of periods when garages are used by the Declarant or Builder as sales offices, all garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation. No carports are permitted on a Lot.

**7.18 Clothes Hanging Devices.** No clothes hanging devices exterior to a Dwelling are to be constructed or placed on the Lot, except within the Dwelling.

**7.19 Window Treatment.** No Aluminum foil, newspaper, reflective film or similar treatment will be placed on windows or glass doors of a Dwelling. Bed sheets and similar linens may only be used during the first 90 days after such Owner acquires title to the Lot.

**7.20 Mining.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind will be permitted upon or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use

in boring for oil or natural gas will be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

**7.21 Mail Boxes.** Mail boxes shall be of similar type as originally installed, unless the ACA approves additional types of mail boxes.

**7.22 Athletic and Recreational Facilities.** No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless (i) such item is placed within a backyard that has a fence that completely encloses the backyard and the location and the item does not exceed 10 feet in height, or (ii) such item is a temporary and movable facility that is stored each night in the garage, the Dwelling or other fully screened area. Notwithstanding the foregoing, basketball goals and any other recreation equipment designated by the ACA may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the Dwelling.

**7.23 Lighting; Exterior Holiday Decorations.** Lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Board of Directors' sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a Dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within 30 days after the holiday has ended.

**7.24 Lawn Decorations and Sculptures.** The Owner must have the approval of the ACA to place any decorations, sculptures, fountains, flags and similar items on any portion of such Owner's Lot except the interior of the Dwelling, unless (i) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level; and (ii) such item is no taller than the fence.

**7.25 No Lot Consolidation or Division.** No Owner, other than Declarant, may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof.

**7.26 Drainage Alteration Prohibited.** Unless approved by the ACA, no Owner will: (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling; or (ii) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by the Declarant or any Builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

**7.27 Construction Activities.** This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or

construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the Board of Directors in its sole good faith judgment, the Board of Directors will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the Board of Directors may contract for or cause such debris to be removed, and the Owner of such Lot will be liable for all expenses incurred in connection therewith.

**7.28 Declarant and Builder Development and Construction.** Notwithstanding any other provision herein, Declarant, and its successors and assigns, and any Builders, will be entitled to conduct on the Property all activities normally associated with, and convenient to, the development of the Property and the construction and sale of Dwellings on the Property.

## **ARTICLE VIII COMMON AREAS**

**8.1 Association to Hold and Maintain.** The Association will own all Common Areas in fee simple title. The Association shall maintain the Common Area and any improvements and landscaping thereon in good repair. The Association shall also maintain the Common Maintenance Areas to the extent the Board of Directors determines that such maintenance is desirable.

**8.2 Use of Common Areas at Own Risk.** Each Owner, by acceptance of a deed to a Lot, acknowledges that the use and enjoyment of any Common Area recreational facility involves risk of personal injury or damage to property. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any Builder are not insurers of personal safety and that each person using the Common Area assumes all risks of personal injury and loss or damage to property, resulting from the use and enjoyment of any recreational facility or other portion of the Common Area. Each Owner agrees that neither the Association, the Board of Directors and any committees, any Builder, nor Declarant shall be liable to such Owner or any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other wrong or entitlement to remedy based upon, due to, arising from, or otherwise relating to the use of any recreational facility or other portions of the Common Area, including, without limitation, any claim arising in whole or in part from the negligence of the Association, Declarant, or any Builder. THE FOREGOING RELEASE IS INTENDED TO RELEASE THE SPECIFIED PARTIES FROM LIABILITY FOR THEIR OWN NEGLIGENCE.

**8.3 Condemnation of Common Area.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board of Directors determines, in its business judgment, including, without limitation, (i) to purchase additional Common Areas to replace that which has been condemned, (ii) to reconstruct or replace on the

remaining Common Area any improvements that were on condemned Common Area, (iii) to pay for Common Expenses, or (iv) to be distributed to each Owner on a pro rata basis.

**8.4 Damage to Common Area.** If the Common Area or improvements on the Common Maintenance Area are damaged and if there are insurance proceeds sufficient to repair such damage to its prior condition, then the Association shall cause such damage to be repaired or reconstructed unless there is a 67% or greater vote within 90 days after the loss not to repair or reconstruct. If said 67% vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

**8.5 Conveyance of Common Areas by Declarant to Association.** Declarant shall have the right to convey title to any portion of the Property owned by Declarant, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Property conveyed by Declarant to the Association as Common Area shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public land records of the County.

## **ARTICLE IX EASEMENTS**

**9.1 Easement for Utilities on Common Area.** During the period that Declarant owns any real property within the Development, the Declarant, on behalf of itself, reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for the construction, installation, use and maintenance for utilities, including, without limitation, water, sewer, electric, cable television, telephone, natural gas and storm water and drainage related structures and improvements. The Association will also have the right to grant the easements described in this paragraph.

**9.2 Easement to Correct Drainage on Property.** During the period that Declarant owns any real property within the Development, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property (excluding the area where the Dwelling is located) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property. Any damage to a Lot caused by or due to the exercise of the foregoing drainage easement rights, shall be promptly repaired by the

party exercising such easement rights after completing its construction activities in the damaged area.

**9.3 Easement for Right to Enter Lot.** If the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association will have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**9.4 Temporary Easement to Complete Construction.** All Lots will be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors, and assigns, over and upon the front, side and rear yards of the Lots as may be expedient or necessary for the construction, servicing and completion of Dwellings and landscaping upon adjacent Lots, provided that such easement will terminate as to any Lot 24 months after the date such Lot is conveyed an Owner other than a Builder. Any damage to a Lot caused by Declarant due to exercise of the foregoing completion easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

**9.5 Easement for Association Fencing.** The Declarant hereby reserves for the benefit of Declarant and the Association an exclusive easement for the purpose of placing and maintaining the Association Fencing on the perimeter boundary of all Lots where Declarant has installed Association Fencing as depicted and/or described on Exhibit "C" attached hereto.

## **ARTICLE X ANNEXATION AND WITHDRAWAL**

**10.1 Annexation by Declarant.** Until 10 years after the recording of this Declaration in the public records, Declarant may, at its sole option, annex the Annexable Property or any portion thereof into the Association and subject such Annexable Property or portions thereof to the terms hereof and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. The annexation shall not require the approval of any person other than the owner of the property being annexed. In the annexation document, Declarant may amend the Declaration to cause the terms Common Area, Special Fencing, Entry Signs, Association Fencing and other terms necessary to appropriately address and describe the new applicable areas of land within the real property being annexed. The foregoing amendment shall not require the approvals set forth in Section 11.2 herein.

**10.2 Annexation by Association.** The Association may annex any portion of the Annexable Property by a 67% or greater Class Vote approving such action and the consent of the Owner of such portion of the Annexable Property.

**10.3 Recording of Annexation.** The annexation of any portion of the Annexable Property shall be evidenced by a written document recorded in the public land records of the County.



10.4 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any Member to annex any portion of the Annexable Property, and no owner of any property excluded from the Association shall have any right to have such property annexed thereto.

10.5 **Withdrawal of Property.** Declarant may amend this Declaration to withdraw real property without a Dwelling thereon from the definition of the Property and from the coverage of this Declaration, provided that (i) the withdrawal is not unequivocally contrary to the overall, uniform scheme of development of the Property; (ii) the owner of real property to be withdrawn must consent; and (iii) FHA or VA must consent to the withdrawal of the real property. Such amendment shall not require the consent of any person, Member or Owner (except as provided in this Section 10.5 (ii)), except a 67% or greater Class Vote approving such action is required if the real property to be withdrawn is Common Area.

## **ARTICLE XI MISCELLANEOUS**

11.1 **Declaration Term - Perpetual.** Unless 90% of all the votes approve the termination of this Declaration, the provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. A written instrument terminating this Declaration shall not be effective unless Recorded.

11.2 **Amendments to Declaration.** This Declaration may be amended by a 67% vote, except that Declarant, at its sole discretion and without a vote or the consent of any other party, may modify, amend or repeal this Declaration: (i) at any time prior to the conveyance of the first Lot; (ii) as necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (iii) as necessary to comply with the requirements of VA, or HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; or (iv) as necessary to clarify or to correct technical, typographical or scrivener's errors; provided, however, any amendment pursuant to clause (ii), (iii) and/or (iv) immediately above must not have a material adverse effect upon any right of any Owner. Any amendment to this Declaration shall be effective upon Recording.

11.3 **FHA/VA Approval.** If there exists a Class B membership, the following actions will require approval of HUD or VA, as applicable: (i) dedicating, mortgaging or conveying any portion of the Common Areas; (ii) annexation of additional properties into the Association; (iii) amendment of this Declaration; (iv) mergers and consolidations of the Association; and (v) dissolution of the Association.

11.4 **Enforcement by Association and/or Owner.** The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this



Declaration will in no event be deemed a waiver of the right to do so in the future.

**11.5 Remedies; Cumulative.** In the event any Lot does not comply with the terms herein or any Owner fails to comply with the terms herein, the Association and/or any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and any rules and regulations, and those which may be available at law or in equity, including, without limitation, enforcement of any lien, damages, injunction, specific performance, judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy, but instead shall be cumulative.

**11.6 Notice to Association of Sale or Transfer.** Any Owner (other than Declarant) desiring to sell or otherwise transfer title to his or her Lot shall give the Board of Directors written notice of the name and address of the purchaser or transferee, within 30 days after the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee upon the conveyance of title to a Lot for purposes of covering the reasonable administrative costs to change the records.

**11.7 Limitation on Interest.** All agreements between any Owner and the Association and/or Declarant are expressly limited so that the amount of interest charged, collected, or received on account of such agreement shall never exceed the maximum amount permitted by applicable law. If, under any circumstances, fulfillment of any provision of this Declaration or of any other document requires exceeding the lawful maximum interest rates, then, ipso facto, the obligation shall be reduced to comply with such lawful limits. If an amount received by the Association and/or Declarant should be deemed to be excessive interest, then the amount of such excess shall be applied to reduce the unpaid principal and not to the payment of interest. If such excessive interest exceeds the unpaid balance due to the Association and/or Declarant, then such excess shall be refunded to Owner.

**11.8 Construction and Interpretation.** This Declaration shall be liberally construed and interpreted to give effect to its purposes and intent, except as otherwise required by law.

**11.9 Notices.** Except as otherwise provided in the Bylaws or this Declaration, all notices, demands, bills, statements and other communications under this Declaration shall be in writing and shall be given personally or by mail. Notices that are mailed shall be deemed to have been duly given three (3) days after deposit, unless such mail service can prove receipt at an earlier date. Owners shall maintain one mailing address for a Lot, which address shall be used by the Association for mailing of notices, statements and demands. If an Owner fails to maintain a current mailing address for a Lot with the Association, then the address of that Owner's Lot is deemed to be such Owner's mailing address. If a Lot is owned by more than one person or entity, then notice to one co-owner is deemed notice to all co-owners. Attendance by a Member at any meeting shall constitute waiver of notice by the Member of the time, place and purpose of the meeting. Written waiver of notice of a meeting, either before or after a meeting, of the Members shall be deemed the equivalent of proper notice

11.10 **Not a Condominium.** This document does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann., Section 82.001, et seq.

11.11 **Severability.** Invalidity of any one of these covenants, conditions, easements or restrictions by judgment or court order will in no manner affect any other provisions which will remain, in full force and effect.

11.12 **Rights and Obligations Run With Land.** The provisions of this Declaration are covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. No Lot is exempt from the terms set forth herein. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

11.13 **Disclaimer Regarding Security.** Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees, and licensees that the Association, its Board of Directors and committees and the Declarant are not insurers and that each person using any portion of the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

11.14 **Attorneys' Fees and Court Costs.** If litigation is instituted to enforce any provision herein, then the prevailing party shall be entitled to all attorneys' fees and court costs related to such legal action.

11.15 **Gender.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

11.16 **Headings.** The headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning or interpretation of this Declaration.

11.17 **Conflicts.** In the event of conflict between this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration will control.

11.18 **Exhibits.** All exhibits referenced in this Declaration as attached hereto are hereby incorporated by reference.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year written below.

**DECLARANT:**

Lost Creek Ranch Ltd.  
a Texas limited partnership

By: Ryland Homes of Texas, Inc.  
a Texas corporation,  
Its: Managing general partner

By: [Signature]  
Name: John O. Hutchinson  
Title: Vice-President  
Date: 12/14/00

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

The foregoing instrument was acknowledged before me on this the 14<sup>th</sup> day of December, 2000, by John O. Hutchinson (personally known to me), Vice President of Ryland Homes of Texas, Inc., a Texas corporation, on behalf of the corporation in its capacity as managing general partner of Lost Creek Ranch Ltd., a Texas limited partnership.

Mary K. Gannon  
Notary Public, State of Texas  
Notary's Name Printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**AFTER RECORDING RETURN TO:**

Ryland Homes

Three Metro Square

12200 Ford Road, Suite 400

Dallas, Texas 75234

## **EXHIBIT "A"**

### **The Property**

Lots 1 through 37 (inclusive), Block A; Lots 1 through 30 (inclusive), Block B; Lots 1 through 15 (inclusive), Block C; Lots 1 through 13 (inclusive), Block D; Lots 1 through 25 (inclusive), Block E; Lots 1 through 24 (inclusive), Block F; Lots 1 through 21 (inclusive), Block G; Lots 1 through 38 (inclusive), Block H; Lots 1 through 28 (inclusive), Block I; Lots 1 through 10 (inclusive), Block J; Lots 1 through 12 (inclusive), Block K; Lots 1 through 11 (inclusive), Block L; Lots 1 through 14 (inclusive), Block M; Lots 1 through 18 (inclusive), Block R; Lots 1 through 3 (inclusive), Block T; Open Space Tract 1; Open Space Tract 2; Open Space Tract 3; Open Space Tract 5; Open Space Tract 6; Open Space Tract 7; Open Space Tract 8; Open Space Tract 9; and Amenity Center Tract 11; of Lost Creek Ranch, Phase 1, an Addition to the City of Allen, Collin County, Texas, according to the map or plat thereof, recorded in Volume M, Page 55 of the Plat Records of Collin County, Texas.

## **EXHIBIT "B"**

### **Annexable Property**

BEING A 345.229 ACRE TRACT OF LAND SITUATED IN THE J. ROBERTS SURVEY, ABSTRACT NO. 777, CITY OF ALLEN, COLLIN COUNTY, TEXAS, AND BEING PART OF A 376.746 ACRE TRACT OF LAND, CONVEYED TO THE RYLAND GROUP, INC., BY DEED RECORDED IN COUNTY CLERK'S FILE NO. (CC#) 98-0111358, LAND RECORDS, COLLIN COUNTY, TEXAS, SAID 345.229 ACRE TRACT, WITH BEARING BASIS BEING THE NORTHEASTERLY EAST BOUNDARY LINE OF SAID 376.746 ACRE TRACT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL WITH SHINER SET FOR CORNER AT THE INTERSECTION OF THE CALLED CENTERLINE OF MALONE ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF STACY ROAD (F.M. NO. 2768, A 120 FOOT RIGHT-OF-WAY) AS DESCRIBED IN DEED TO THE STATE OF TEXAS, RECORDED IN VOLUME 1137, PAGE 863, LAND RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING THE NORTHEAST CORNER OF SAID 376.746 ACRE TRACT, FROM WHICH A 5/8 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF A 57.703 ACRE TRACT OF LAND CONVEYED TO STACY ROAD JOINT VENTURE BY DEED RECORDED IN CC# 96-0050243, LAND RECORDS, COLLIN COUNTY, TEXAS, BEARS NORTH 89 DEGREES 35 MINUTES 23 SECONDS EAST A DISTANCE OF 28.44 FEET AND A FOUND 5/8 INCH IRON ROD BENT OVER IN PAVEMENT BEARS SOUTH 08 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 1.85 FEET;

THENCE, SOUTH 00 DEGREES 21 MINUTES 58 SECONDS EAST, (REFERENCE BEARING) WITH THE CALLED CENTERLINE OF MALONE ROAD AND ALONG THE EAST BOUNDARY LINE OF SAID 376.746 ACRE TRACT, A DISTANCE OF 2544.07 FEET TO A PK NAIL WITH SHINER SET FOR CORNER FROM WHICH A 5/8 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID STACY ROAD JOINT VENTURE TRACT BEARS SOUTH 18 DEGREES 18 MINUTES 16 SECONDS EAST A DISTANCE OF 78.78 FEET;

THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, CONTINUING WITH THE CALLED CENTERLINE OF MALONE ROAD AND ALONG THE SAID EAST BOUNDARY LINE OF 376.746 ACRE TRACT, A DISTANCE OF 2682.60 FEET TO A PK NAIL WITH SHINER SET FOR CORNER AT THE SOUTHEAST CORNER OF SAID 376.746 ACRE TRACT AND BEING IN THE NORTH LINE OF EXCHANGE ROAD (A 50' RIGHT-OF-WAY) ACCORDING TO THE PLAT OF R.O.W DEDICATION, RECORDED IN CABINET H, PAGE 183, MAP RECORDS, COLLIN COUNTY, TEXAS, FROM SAID CORNER A BRASS MONUMENT FOUND IN CONCRETE PAVEMENT BEARS SOUTH 14 DEGREES 41 MINUTES 21 SECONDS EAST A DISTANCE OF 25.03 FEET;

THENCE, SOUTH 89 DEGREES 18 MINUTES 14 SECONDS WEST, ALONG THE SAID NORTH LINE OF EXCHANGE ROAD AS SHOWN ON THE FOLLOWING PLATS RESPECTIVELY: SAID R.O.W. DEDICATION PLAT; REPLAT OF OAK RIDGE, RECORDED IN CABINET F, PAGE 437; AND COUNTRY MEADOW PHASE 3, RECORDED IN CABINET H, PAGE 538, MAP RECORDS OF COLLIN COUNTY, TEXAS, AND BEING 1 FOOT NORTH AND PARALLEL TO THE NORTH

LINE OF COUNTRY MEADOW PHASE ONE, RECORDED IN CABINET D, PAGE 22, MAP RECORDS, COLLIN COUNTY, TEXAS, A TOTAL DISTANCE OF 2864.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 376.746 ACRE TRACT;

THENCE, NORTH 00 DEGREES 25 MINUTES 07 SECONDS WEST, ALONG THE WEST LINE OF SAID 376.746 ACRE TRACT PASSING AT 5.95 FEET THE SOUTHEAST CORNER OF A 1.00 ACRE TRACT OF LAND CONVEYED TO DAVID R. WORTHAM AND WIFE, RECORDED IN VOLUME 3787, PAGE 164, LAND RECORDS, COLLIN COUNTY, TEXAS, PASSING A 1-1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 1 ACRE TRACT AT 305.95 FEET, PASSING A 1 INCH IRON PIPE FOUND AT THE SOUTHEAST CORNER OF A 10.7696 ACRE TRACT OF LAND CONVEYED TO DONALD R. HODGES, RECORDED IN VOLUME 1683, PAGE 859, LAND RECORDS, COLLIN COUNTY, TEXAS AT 306.62 FEET, PASSING A 1-1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID HODGES TRACT AT 1558.68 FEET AND CONTINUING IN ALL A TOTAL DISTANCE OF 1559.77 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER, SAID POINT BEING THE SOUTHWEST INTERIOR ELL CORNER OF SAID 376.746 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG THE MOST SOUTHWESTERLY LINE OF SAID 376.746 ACRE TRACT AND WITH THE GENERAL DIRECTION OF A BARBED WIRE FENCE, PASSING A 1-1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID HODGES TRACT AT 375.19 FEET AND CONTINUING IN ALL A TOTAL DISTANCE OF 560.40 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE MOST SOUTHWESTERLY ELL CORNER OF SAID 376.746 ACRE TRACT AND THE SOUTHEAST CORNER OF A 71.015 ACRE TRACT OF LAND CONVEYED TO DAVID A. WITTS, RECORDED IN VOLUME 617, PAGE 508, LAND RECORDS, COLLIN COUNTY, TEXAS AND ALSO BEING THE SOUTHEAST CORNER OF BUCKINGHAM POLO ESTATES AN UNRECORDED SUBDIVISION;

THENCE, NORTH 00 DEGREES 35 MINUTES 34 SECONDS WEST, ALONG THE COMMON BOUNDARY LINE OF SAID 376.746 ACRE TRACT, SAID DAVID A. WITTS TRACT, AND SAID BUCKINGHAM POLO ESTATES AND WITH THE GENERAL DIRECTION OF A BARBED WIRE FENCE, PASSING A 1-1/2 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO SANDRA JORGE RECORDED IN CC# 98-0059760, LAND RECORDS, COLLIN COUNTY, TEXAS, AT 125.14 FEET, PASSING A 1 INCH IRON ROD FOUND AT THE COMMON CORNER OF SAID JORGE TRACT AND A TRACT OF LAND CONVEYED TO STEVEN RUDER & WIFE RECORDED IN CC# 93-0092556, LAND RECORDS, COLLIN COUNTY, TEXAS AT 437.52 FEET, PASSING A 1 INCH IRON ROD FOUND AT THE COMMON CORNER OF SAID RUDER TRACT AND A TRACT OF LAND CONVEYED TO MICHAEL PERKINS AND WIFE RECORDED IN CC# 93-0114429, LAND RECORDS, COLLIN COUNTY, TEXAS AT 690.86 FEET, AND CONTINUING IN ALL A TOTAL DISTANCE OF 1215.70 FEET TO A POINT IN A 24 INCH DIAMETER BOIS D' ARC TREE USED FOR FENCE CORNER, SAID POINT BEING THE MOST WESTERLY INTERIOR ELL CORNER OF SAID 376.746 ACRE TRACT AND THE NORTHEAST CORNER OF SAID DAVID A. WITTS TRACT, FROM SAID CORNER A 1 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO RICKEY ALLEN AND WIFE RECORDED IN VOLUME 3226, PAGE 679, LAND RECORDS, COLLIN COUNTY, TEXAS BEARS SOUTH 76 DEGREES 41 MINUTES 48 SECONDS EAST A DISTANCE OF 1.12 FEET;

THENCE, OVER AND ACROSS AFORESAID 376.746 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES;

SOUTH 89 DEGREES 12 MINUTES 08 SECONDS EAST, A DISTANCE OF 214.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 06 DEGREES 12 MINUTES 57 SECONDS, A LONG CHORD THAT BEARS NORTH 41 DEGREES 52 MINUTES 47 SECONDS EAST, A DISTANCE OF 91.08 FEET, AN ARC DISTANCE OF 91.13 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 44 DEGREES 59 MINUTES 15 SECONDS EAST, A DISTANCE OF 338.30 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 07 SECONDS, A LONG CHORD THAT BEARS NORTH 22 DEGREES 27 MINUTES 11 SECONDS EAST, A DISTANCE OF 582.52 FEET, AN ARC DISTANCE OF 597.81 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 00 DEGREES 04 MINUTES 52 SECONDS WEST, A DISTANCE OF 58.69 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER IN THE MOST EASTERLY SOUTH LINE OF A 148.614 ACRE TRACT OF LAND CONVEYED TO HASSIE HUNT, INC. RECORDED IN VOLUME 966, PAGE 462, LAND RECORDS, COLLIN COUNTY, TEXAS AND THE MOST WESTERLY NORTH LINE OF SAID 376.746 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 376.746 ACRE TRACT AND SAID HASSIE HUNT, INC. TRACT AND WITH THE GENERAL DIRECTION OF A BARBED WIRE FENCE, A DISTANCE OF 40.00 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTHEAST SIDE OF A WOODEN FENCE POST FOR THE NORTHWEST INTERIOR ELL CORNER OF SAID 376.746 ACRE TRACT AND THE EASTERLY SOUTHEAST CORNER OF SAID HASSIE HUNT, INC. TRACT;

THENCE, NORTH 00 DEGREES 04 MINUTES 52 SECONDS WEST, CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 376.746 ACRE TRACT AND SAID HASSIE HUNT, INC. TRACT AND WITH THE GENERAL DIRECTION OF A BARBED WIRE FENCE, A DISTANCE OF 1583.43 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER IN THE SOUTH LINE OF AFORESAID STACY ROAD RIGHT-OF-WAY, SAID POINT BEING THE NORTHWEST CORNER OF SAID 376.746 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF AFORESAID STATE OF TEXAS TRACT;



THENCE, NORTH 89 DEGREES 00 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID 376.746 ACRE TRACT AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 359.72 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND FOR CORNER FROM WHICH A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JANUARY" BEARS SOUTH 17 DEGREES 02 MINUTES 50 SECONDS EAST A DISTANCE OF 2.16 FEET, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5669.59 FEET, A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 47 SECONDS, A LONG CHORD THAT BEARS NORTH 89 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 98.60 FEET, AN ARC DISTANCE OF 98.60 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER, FROM WHICH A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JANUARY" BEARS SOUTH 16 DEGREES 41 MINUTES 31 SECONDS EAST A DISTANCE OF 2.10 FEET;

THENCE, SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID 376.746 ACRE TRACT AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1456.30 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 376.746 ACRE TRACT AND SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING CALLS AND DISTANCES;

SOUTH 00 DEGREES 16 MINUTES 29 SECONDS EAST, DEPARTING THE NORTH LINE OF SAID 376.746 ACRE TRACT AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 510.75 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS 40.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A LONG CHORD THAT BEARS SOUTH 45 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 56.57 FEET, AN ARC DISTANCE OF 62.83 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 643.54 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 02 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 325.16 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 225.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET IN THE NORTH LINE OF AFORESAID 376.746 ACRE TRACT AND AFORESAID SOUTH RIGHT-OF-WAY LINE;

THENCE, NORTH 89 DEGREES 44 MINUTES 19 SECONDS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 345.229 ACRES OF LAND, MORE OR LESS.

## **SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:**

A 108.884 ACRE TRACT OF LAND SITUATED IN THE JAMES T. ROBERTS SURVEY, ABSTRACT NO. 777, IN THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AND BEING A PART OF 345.229 ACRE TRACT OF LAND CONVEYED BY DEED TO LOST CREEK RANCH LTD., RECORDED IN COUNTY CLERK'S FILE NO. 98-0156607, LAND RECORDS, COLLIN COUNTY, TEXAS. SAID 108.884 ACRE TRACT, WITH BEARING BASIS BEING THE NORTHEASTERLY EAST LINE OF SAID 345.229 ACRE TRACT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" FOUND FOR CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF STACY ROAD (F.M. NO. 2768, A 120 FOOT RIGHT-OF-WAY), CONVEYED BY DEED TO THE STATE OF TEXAS, RECORDED IN VOLUME 1137, PAGE 863, LAND RECORDS, COLLIN COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER OF SAID 345.229 ACRE TRACT;

THENCE NORTH 89 DEGREES 00 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID 345.229 ACRE TRACT AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 359.72 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND FOR CORNER, FROM WHICH A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JANUARY" BEARS SOUTH 17 DEGREES 02 MINUTES 50 SECONDS EAST, A DISTANCE OF 2.16 FEET AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, CONTINUING ALONG SAID NORTH LINE, SAID SOUTH RIGHT-OF-WAY LINE, AND SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5669.59 FEET, A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 47 SECONDS, A LONG CHORD THAT BEARS NORTH 89 DEGREES 30 MINUTES 21 SECONDS EAST, A DISTANCE OF 98.60 FEET, AN ARC DISTANCE OF 98.60 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" FOUND FOR CORNER, FROM WHICH A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JANUARY" BEARS SOUTH 16 DEGREES 41 MINUTES 31 SECONDS EAST, A DISTANCE OF 2.10 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1456.30 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

THENCE OVER AND ACROSS SAID 345.229 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 16 MINUTES 29 SECONDS EAST, DEPARTING SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 510.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 40.00, FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A LONG CHORD THE BEARS SOUTH 45 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 56.57 FEET, AN ARC DISTANCE OF 62.83 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 643.54 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 02 DEGREES 02 MINUTES 13 SECONDS WEST, A DISTANCE OF 325.16 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 225.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER IN AFORESAID NORTH LINE AND AFORESAID SOUTH RIGHT-OF-WAY LINE;

THENCE NORTH 89 DEGREES 44 MINUTES 19 SECONDS EAST, ALONG SAID NORTH LINE AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 70.00 FEET TO A PK NAIL WITH SHINER SET FOR CORNER AT THE INTERSECTION OF THE CENTERLINE OF MALONE ROAD AND SAID SOUTH RIGHT-OF-WAY LINE, BEING THE NORTHEAST CORNER OF SAID 345.229 ACRE TRACT, FROM WHICH A 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY DEED TO STACY ROAD JOINT VENTURE, RECORDED IN COUNTY CLERK'S FILE NO. 96-0050243, LAND RECORDS, COLLIN COUNTY, TEXAS, BEARS NORTH 89 DEGREES 35 MINUTES 23 SECONDS EAST, A DISTANCE OF 28.44 FEET AND A 5/8" IRON ROD FOUND BENT OVER IN PAVEMENT BEARS SOUTH 08 DEGREES 24 MINUTES 59 SECONDS EAST, A DISTANCE OF 1.85 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 58 SECONDS EAST, ALONG THE CENTERLINE OF MALONE ROAD AND ALONG THE EAST LINE OF SAID 345.229 ACRE TRACT, A DISTANCE OF 1465.60 FEET TO A P.K. NAIL WITH WASHER SET FOR CORNER;

THENCE, DEPARTING SAID CENTERLINE, OVER AND ACROSS SAID 345.229 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 494.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 00 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 118.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 35.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 00 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 35.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 00 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 418.05 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 413.50 FEET, A CENTRAL ANGLE OF 24 DEGREES 38 MINUTES 36 SECONDS, A LONG CHORD THAT BEARS NORTH 77 DEGREES 57 MINUTES 10 SECONDS WEST, A DISTANCE OF 176.48 FEET, AN ARC DISTANCE OF 177.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 1125.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 16 MINUTES 40 SECONDS, A LONG CHORD THAT BEARS NORTH 84 DEGREES 08 MINUTES 09 SECONDS WEST, A DISTANCE OF 106.94 FEET, AN ARC DISTANCE OF 107.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 77 DEGREES 59 MINUTES 48 SECONDS WEST, A DISTANCE OF 110.69 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 26 MINUTES 30 SECONDS, A LONG CHORD THAT BEARS NORTH 82 DEGREES 37 MINUTES 24 SECONDS WEST, A DISTANCE OF 103.73 FEET, AN ARC DISTANCE OF 103.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 15 MINUTES 14 SECONDS, A LONG CHORD THAT BEARS SOUTH 04 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 35.26 FEET, AN ARC DISTANCE OF 35.27 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 06 DEGREES 10 MINUTES 24 SECONDS EAST, A DISTANCE OF 88.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 83 DEGREES 49 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 89 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 229.95 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 00 DEGREES 10 MINUTES 19 SECONDS WEST, A DISTANCE OF 129.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

SOUTH 89 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 12.47 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 06 MINUTES 17 SECONDS, A LONG CHORD THAT BEARS NORTH 78 DEGREES 37 MINUTES 10 SECONDS WEST, A DISTANCE OF 252.33 FEET, AN ARC DISTANCE OF 254.05 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 67 DEGREES 04 MINUTES 01 SECONDS WEST, A DISTANCE OF 114.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

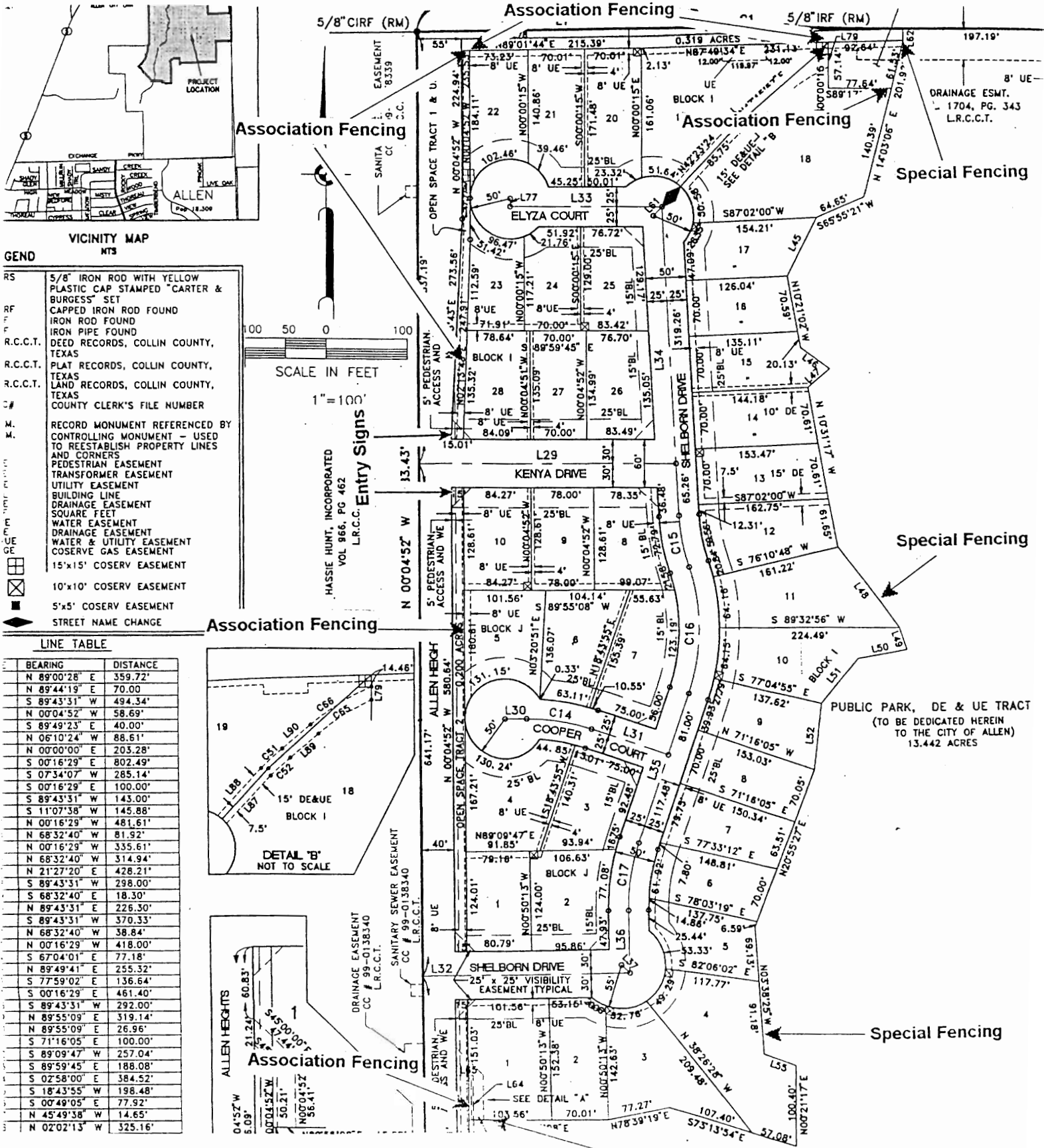
ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 34 MINUTES 59 SECONDS, A LONG CHORD THAT BEARS NORTH 08 DEGREES 42 MINUTES 38 SECONDS EAST, A DISTANCE OF 232.32 FEET, AN ARC DISTANCE OF 233.23 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

NORTH 00 DEGREES 04 MINUTES 52 SECONDS WEST, A DISTANCE OF 58.69 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER ON THE WESTERNMOST NORTH LINE OF SAID 345.229 ACRE TRACT AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED BY DEED TO HASSIE HUNT, INC., RECORDED IN VOLUME 966, PAGE 462, LAND RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, ALONG SAID NORTH LINE AND SAID SOUTH LINE, A DISTANCE OF 40.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST INTERIOR ELL CORNER OF SAID 345.229 ACRE TRACT AND THE EASTERLY SOUTHEAST CORNER OF SAID HASSIE HUNT, INC. TRACT;

THENCE NORTH 00 DEGREES 04 MINUTES 52 SECONDS WEST, ALONG THE NORTHERNMOST WEST LINE OF SAID 345.229 ACRE TRACT AND THE EAST LINE OF SAID HASSIE HUNT, INC. TRACT, A DISTANCE OF 1583.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 108.884 ACRES OF LAND, MORE OR LESS.

# EXHIBIT "C" Association Fencing, Special Fencing and Entry Signs





## Entry Signs

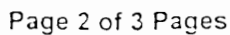
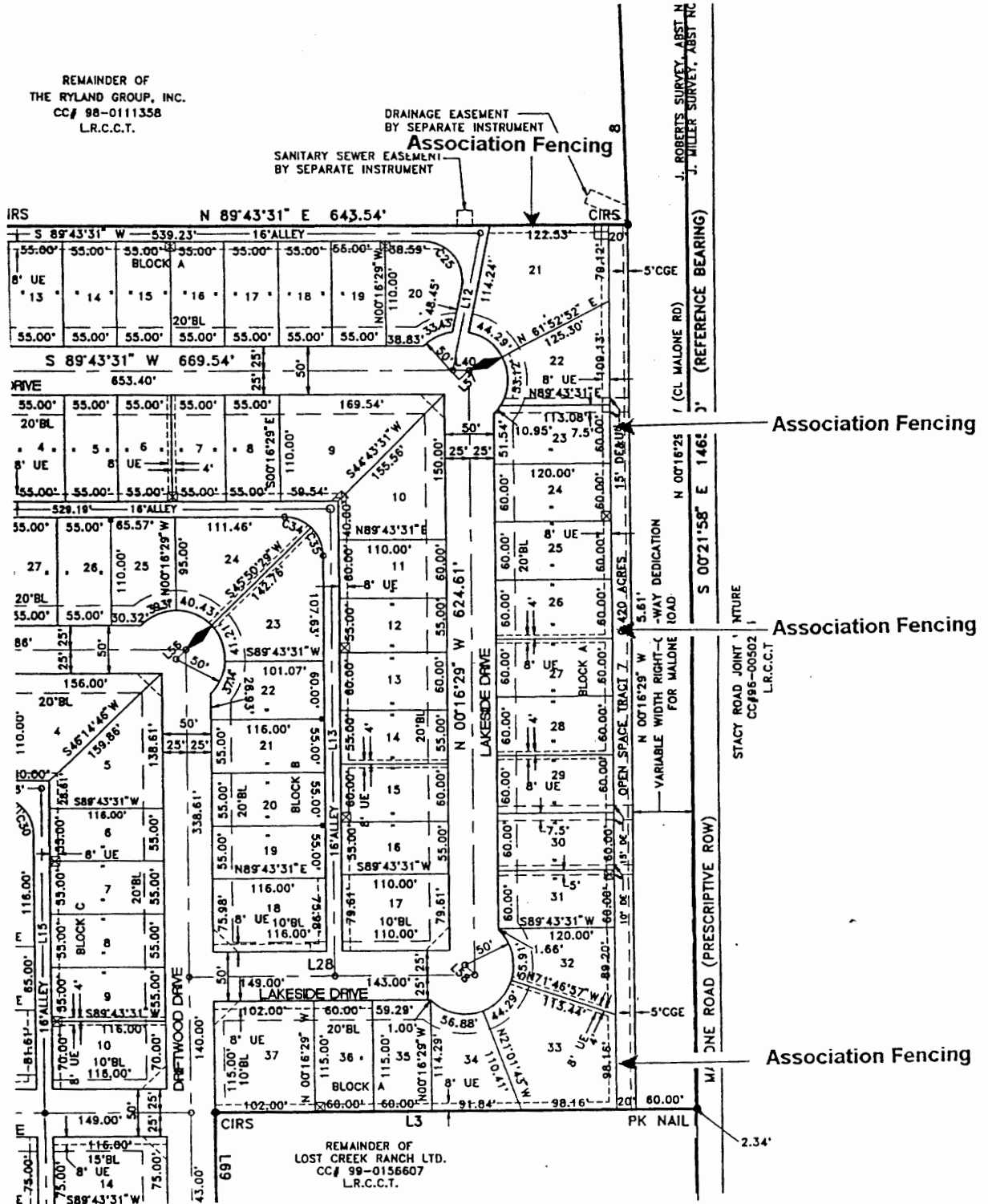




EXHIBIT "C" CONTINUED



## **EXHIBIT "D"**

### **Common Areas**

Open Space Tract 1; Open Space Tract 2; Open Space Tract 3; Open Space Tract 5; Open Space Tract 6; Open Space Tract 7; Open Space Tract 8; Open Space Tract 9; and Amenity Center Tract 11; of Lost Creek Ranch, Phase 1, an Addition to the City of Allen, Collin County, Texas, according to the map or plat thereof, recorded in Volume M, Page 55 of the Plat Records of Collin County, Texas.

ENVELOPE  
ATTACHED

2003- 0226526

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LOST CREEK RANCH

STATE OF TEXAS                   §  
   §    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COLLIN §

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOST CREEK RANCH (this "Amendment") is made this 21<sup>st</sup> day of October, 2003, by LOST CREEK RANCH LTD., a Texas limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch on December 15, 2000, under Instrument Number 2000-0135702 of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XI, Section 11.2 of the Declaration provides, in pertinent part, for the unilateral amendment of that instrument by the Declarant as necessary to clarify or to correct technical, typographical or scrivener's errors; and

WHEREAS, the Declarant desires to amend Article VII, Section 7.4(b) of the Declaration in order to clarify that Owners are not required to stain their fences.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article VII, Section 7.4(b) of the Declaration is amended by substituting the following sentence in place of the third sentence of this subsection:

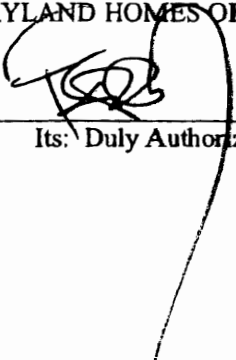
All perimeter fences (except Special Fencing and Association Fencing which fencing shall be no less than 4 feet in height) shall be between 6 and 8 feet in height unless another height is approved by the ACA.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

DECLARANT: LOST CREEK RANCH LTD., a Texas limited partnership

By: RYLAND HOMES OF TEXAS, INC., a Texas corporation, General Partner

By:   
Its: Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

§  
§  
§

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on the 29<sup>th</sup> day of October, 2003, personally appeared Fred Phillips, duly authorized agent of Ryland Homes of Texas, Inc., a Texas corporation, general partner of Lost Creek Ranch Ltd., a Texas limited partnership, and acknowledged that (s)he executed the foregoing document on behalf of said partnership.



Kasie Blanton  
Notary Public in and for  
the State of Texas

## AFTER RECORDING RETURN TO:

Riddle &amp; Williams, P.C.

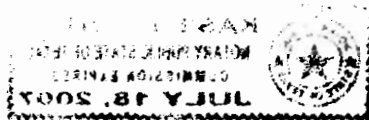
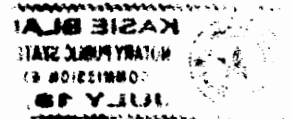
3811 Turtle Creek Boulevard #1050

Dallas, Texas 75219



FARWBWP/GPUD.AMD/FIRST.LOSTCREEK

05546 04164



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW (THE STATE OF TEXAS) (COUNTY OF COLLIN)  
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

NOV 14 2003

Brenda Taylor



Filed for Record in:  
Collin County, McKinney TX  
Honorable Brenda Taylor  
Collin County Clerk

On Nov 14 2003  
At 4:24pm

Doc/Num : 2003- 0226526

Recording/Type: AM 19.00  
Receipt #: 45517

05146 03207

2002-0003903

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LOST CREEK RANCH

This Supplemental Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch (this "Supplemental Declaration") is executed to be effective as of the 10 day of April, 2002, by Lost Creek Ranch Ltd., a Texas limited partnership ("Declarant").

On December 14, 2000, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch recorded on December 15, 2000 in Volume 4816, Page 0016 of the Real Property Records of Collin County, Texas (as amended, the "Declaration"). As of the date hereof, Declarant remains the "Declarant" under the Declaration. In addition, Declarant owns the property more particularly described in the attached Exhibit "A" (the "Additional Property"), which Additional Property is located within a future phase of Lost Creek Ranch. Accordingly, pursuant to the provisions of Section 10.1 of the Declaration, Declarant may annex the Additional Property into the Association, without the necessity of approval or consent of any other parties. All capitalized terms not defined herein are defined in the Declaration.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. Declarant hereby annexes the Additional Property into the Association and extends the provisions of the Declaration to the Additional Property.
2. Declarant, as owner of the Additional Property, hereby consents to such annexation and acknowledges that the Additional Property shall be held, transferred and developed subject to the terms and conditions of the Declaration.
3. Exhibit "A" to the Declaration is hereby amended to include the property described on Exhibit "A" attached hereto. References to the Plat in the Declaration shall include the final recorded plat of the Additional Property recorded in Collin County, Texas in Cabinet N, Pages 475-476. Association fencing includes the fencing described on the attached Exhibit "B".

[Remainder of page intentionally left blank.]

05146 03208

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration to be effective as of the date first written above.

DECLARANT:

Lost Creek Ranch Ltd.,  
a Texas limited partnership

By: Ryland Homes of Texas, Inc.,  
a Texas corporation,  
its Managing General Partner

By: [Signature]  
Name: Ryland Homes of Texas, Inc.  
Its: Managing General Partner

STATE OF TEXAS     §  
                              §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 10 day of April, 2002, by Fred Phillips, Land Manager of Ryland Homes of Texas, Inc., a Texas corporation, managing general partner of Lost Creek Ranch Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Signature]  
Notary Public, State of Texas

After recording return to:

Phyllis D. Bevel  
Hughes & Luce, LLP  
1717 Main Street  
Suite 2800  
Dallas, Texas 75201



05146 03209

Exhibit "A"

Additional Property

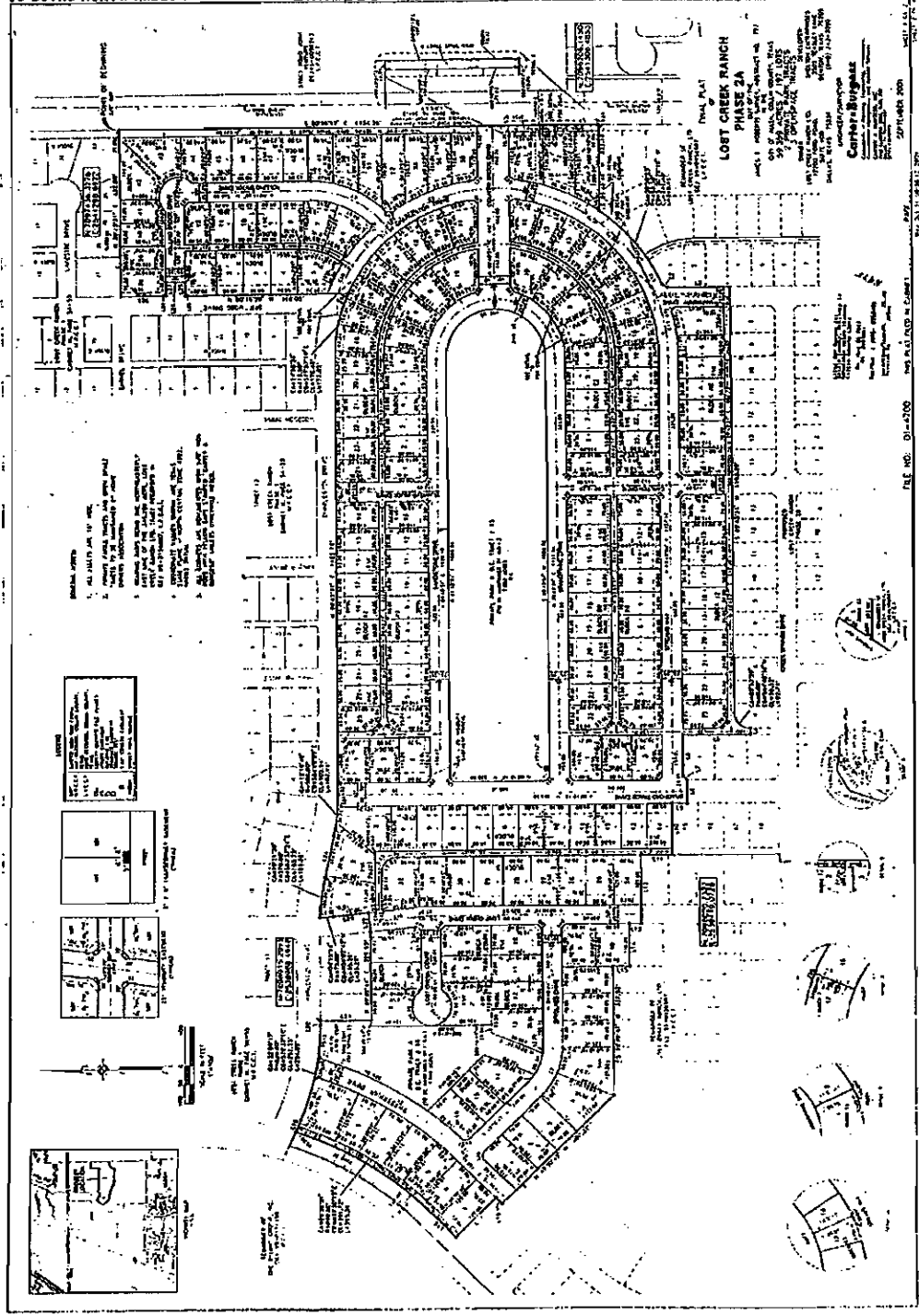


LOST CREEK RANCH PHASE 2A

EXHIBIT "A"

05146 03210

EXHIBIT "A"





05146 03212

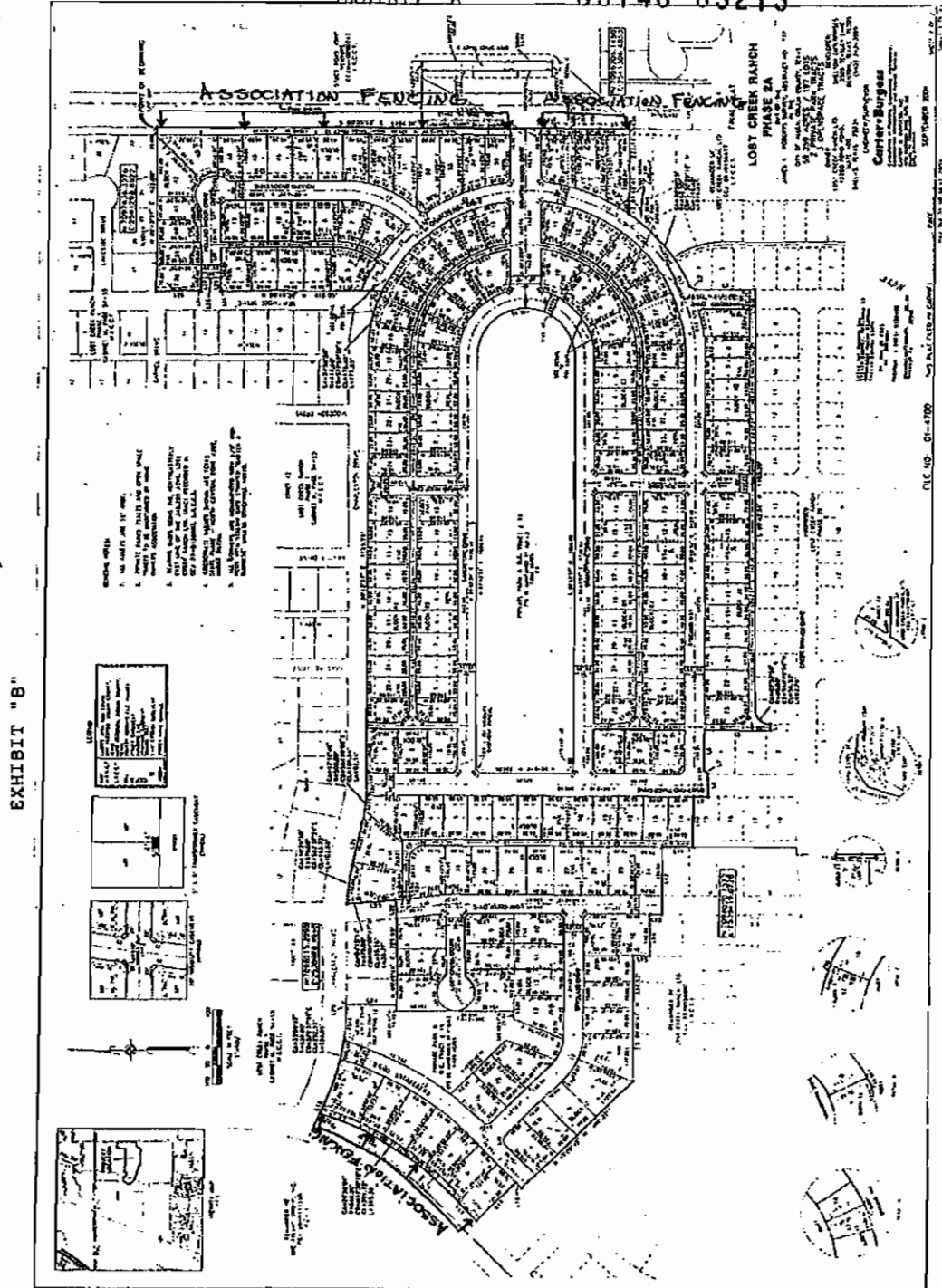
Exhibit "B"

Additional Association Fencing

LOST CREEK RANCH PHASE 2A

EXHIBIT "A"

~~05146 03213~~



05146 03214

ANY PROVISION HEREIN WHICH RESTRICTS THE FREE PORTAL OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW  
(THE STATE OF TEXAS) (COUNTY OF DALLAS)  
I hereby certify that this instrument was filed in the File Number Submitter on the date  
and this date stamped herein by me. A 44 was duly RECORDED, in the Deed Public  
Records of Real Property of Collin County, Texas on

APR 12 2002

*Helen Starnes*



Filed for Record in:  
Collin County, McKinney TX  
Honorable Helen Starnes  
Collin County Clerk

On Apr 12 2002  
At 1:52pm

Doc/Num : 2002- 0853903

Recording/Type:RS 23.00  
Receipt #: 13389

05217 03577 2002-0104748

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LOST CREEK RANCH**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch (this "Supplemental Declaration") is executed to be effective as of the 26<sup>th</sup> day of June, 2002, by Lost Creek Ranch Ltd., a Texas limited partnership ("Declarant").

On December 14, 2000, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch recorded on December 15, 2000 in Volume 4816, Page 0016 of the Real Property Records of Collin County, Texas (as amended, the "Declaration"). As of the date hereof, Declarant remains the "Declarant" under the Declaration. In addition, Declarant owns the property more particularly described in the attached Exhibit "A" (the "Additional Property"), which Additional Property is located within a future phase of Lost Creek Ranch. Accordingly, pursuant to the provisions of Section 10.1 of the Declaration, Declarant may annex the Additional Property into the Association, without the necessity of approval or consent of any other parties. All capitalized terms not defined herein are defined in the Declaration.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. Declarant hereby annexes the Additional Property into the Association and extends the provisions of the Declaration to the Additional Property.
2. Declarant, as owner of the Additional Property, hereby consents to such annexation and acknowledges that the Additional Property shall be held, transferred and developed subject to the terms and conditions of the Declaration.
3. Exhibit "A" to the Declaration is hereby amended to include the Additional Property described on Exhibit "A" attached hereto. References to the Plat in the Declaration shall include the final recorded plat of the Additional Property recorded in Collin County, Texas in Cabinet N, Pages 713-714.

[Remainder of page intentionally left blank.]

05217 03578

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration to be effective as of the date first written above.

DECLARANT:

Lost Creek Ranch Ltd.,  
a Texas limited partnership

By: Ryland Homes of Texas, Inc.,  
a Texas corporation,  
its Managing General Partner

By: 

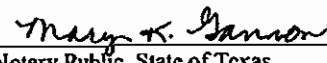
Name: Fred Phillips

Its: Land Manager

STATE OF TEXAS §

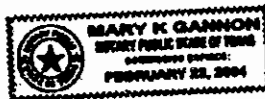
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 26<sup>th</sup> day of June, 2002, by Fred Phillips, Land Manager of Ryland Homes of Texas, Inc., a Texas corporation, managing general partner of Lost Creek Ranch Ltd., a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas

After recording return to:

Phyllis D. Bevel  
Hughes & Luce, LLP  
1717 Main Street  
Suite 2800  
Dallas, Texas 75201



05217 03579

Exhibit "A"

Additional Property



05217 03580

FINAL PLAN  
OF  
LOST CREEK RANCH  
PHASE 2B

**DATE OF AC**

[illegible]43314 ACRES / 133 LOTS  
 DIV OF ALLER PARK HOMES, LLC

1. PROVATELUM INACT

1. **QUESTION:** What is the purpose of the study?  
 2. **ANSWER:** The purpose of the study is to determine the effect of the new drug on the rate of tumor growth in mice.

[illegible]

FOR THE YEAR

[illegible]

**Carter: Buyback**

11

1000

100-443887-100  
MAY 2004

[illegible]

+

05217 03581

ANY PROMISSORY NOTE WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND  
UNENFORCEABLE UNDER FEDERAL LAW  
(THE STATE OF TEXAS) (COUNTY OF COLLIN)  
I hereby certify that this instrument was FILED in the File Number Sequence on the 24th  
and 24th (stamped) second by me, and was duly RECORDED, in the Official Public  
Records of Real Property of Collin County, Texas on

JUL 24 2002

*Helen Starnes*



Filed for Record in:  
Collin County, McKinney TX  
Honorable Helen Starnes  
Collin County Clerk

On Jul 24 2002  
At 3:06pm

Doc/Num : 2002- 0104748

Recording/Type:RS 17.00  
Receipt #: 26183

COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED  
SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LOST CREEK RANCH

2003-0099816

5428 00403

This Supplemental Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch (this "Supplemental Declaration") is executed to be effective as of the 20<sup>th</sup> day of May, 2003, by Lost Creek Ranch Ltd., a Texas limited partnership ("Declarant").

On December 14, 2000, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch recorded on December 15, 2000 in Volume 4816, Page 0016 of the Real Property Records of Collin County, Texas (as amended, the "Declaration"). As of the date hereof, Declarant remains the "Declarant" under the Declaration. In addition, Declarant owns the property more particularly described in the attached Exhibit "A" (the "Additional Property"), which Additional Property is located within a future phase of Lost Creek Ranch. Accordingly, pursuant to the provisions of Section 4.01 of the Declaration, Declarant may annex the Additional Property into the Association, without the necessity of approval or consent of any other parties. All capitalized terms not defined herein are defined in the Declaration.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. Declarant hereby annexes the Additional Property into the Association and extends the provisions of the Declaration to the Additional Property.
2. Declarant, as owner of the Additional Property, hereby consents to such annexation and acknowledges that the Additional Property shall be held, transferred and developed subject to the terms and conditions of the Declaration.
3. Exhibit "A" to the Declaration is hereby amended to include the Additional Property described on Exhibit "A" attached hereto. References to the Plat in the Declaration shall include the final recorded plat of the Additional Property recorded in Collin County, Texas in Cabinet O, Pages 451-452.

[Remainder of page intentionally left blank.]

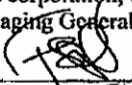
5428 004404

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration to be effective as of the date first written above.

DECLARANT:

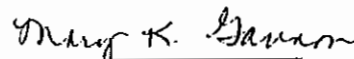
Lost Creek Ranch Ltd.,  
a Texas limited partnership

By: Ryland Homes of Texas, Inc.,  
a Texas corporation,  
its Managing General Partner

By:   
Name: Fred Phillips  
Its: Land Manager

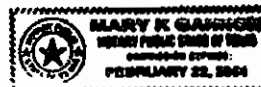
STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 20<sup>th</sup> day of May, 2003, by Fred Phillips, Land Manager of Ryland Homes of Texas, Inc., a Texas corporation, managing general partner of Lost Creek Ranch Ltd., a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas

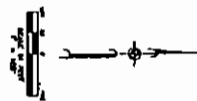
After recording return to:

Phyllis D. Bevel  
Hughes & Lucc, LLP  
1717 Main Street  
Suite 2800  
Dallas, Texas 75201

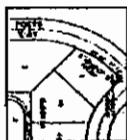
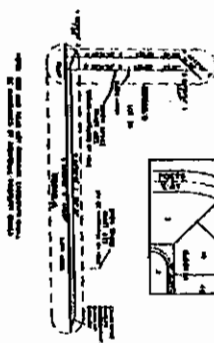
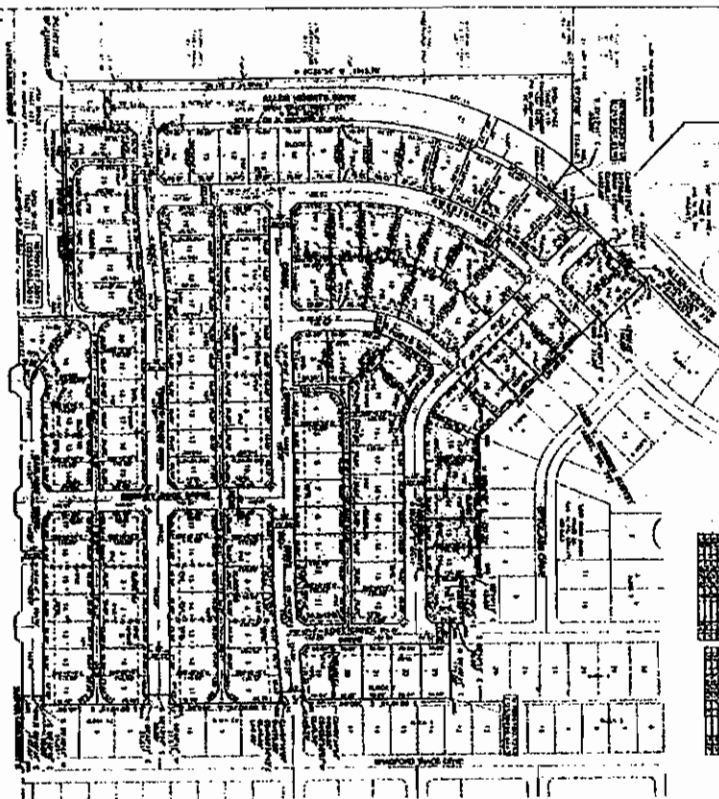


5428 004405

Exhibit "A"  
Additional Property



一、	二、	三、	四、	五、	六、	七、	八、	九、	十、	十一、	十二、	十三、	十四、	十五、	十六、	十七、	十八、	十九、	二十、	二十一、	二十二、	二十三、	二十四、	二十五、	二十六、	二十七、	二十八、	二十九、	三十、	三十一、	三十二、	三十三、	三十四、	三十五、	三十六、	三十七、	三十八、	三十九、	四十、	四十一、	四十二、	四十三、	四十四、	四十五、	四十六、	四十七、	四十八、	四十九、	五十、	五十一、	五十二、	五十三、	五十四、	五十五、	五十六、	五十七、	五十八、	五十九、	六十、	六十一、	六十二、	六十三、	六十四、	六十五、	六十六、	六十七、	六十八、	六十九、	七十、	七十一、	七十二、	七十三、	七十四、	七十五、	七十六、	七十七、	七十八、	七十九、	八十、	八十一、	八十二、	八十三、	八十四、	八十五、	八十六、	八十七、	八十八、	八十九、	九十、	九十一、	九十二、	九十三、	九十四、	九十五、	九十六、	九十七、	九十八、	九十九、	一百、
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[illegible][illegible]

THIS PLAN MADE BY CURRENT \_\_\_\_\_ BUILD \_\_\_\_\_  
FURNISHED 2003 SHEET 1 OF  
DATE AND QI-8709  
\* SEE IT 4/26/04  
\*\*\*\*\*

**LOST CREEK RANCH PHASE 3**

[illegible]

5428 004408

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW. (COUNTY OF COLLIN)  
(THE STATE OF TEXAS)  
I hereby certify that this instrument was FILED in the Public Records of the  
and the same stamped herein by me, and was duly RECORDED, in the Official Public  
Records of the County of Collin, Texas on

MAY 30 2003

Brenda Taylor



Filed for Record in:  
Collin County, McKinney TX  
Honorable Brenda Taylor  
Collin County Clerk

On May 30 2003  
At 1:12pm

Doc/Num : 2003- 0099816

Recording/Type:RS 19.00  
Receipt #: 21023



2002- 0135092

05257 05247

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LOST CREEK RANCH**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch (this "Supplemental Declaration") is executed to be effective as of the 12<sup>th</sup> day of September, 2002, by Lost Creek Ranch Ltd., a Texas limited partnership ("Declarant").

On December 14, 2000, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch recorded on December 15, 2000 in Volume 4816, Page 0016 of the Real Property Records of Collin County, Texas (as amended, the "Declaration"). As of the date hereof, Declarant remains the "Declarant" under the Declaration. In addition, Declarant owns the property more particularly described in the attached Exhibit "A" (the "Additional Property"), which Additional Property is located within a future phase of Lost Creek Ranch. Accordingly, pursuant to the provisions of Section 10.1 of the Declaration, Declarant may annex the Additional Property into the Association, without the necessity of approval or consent of any other parties. All capitalized terms not defined herein are defined in the Declaration.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. Declarant hereby annexes the Additional Property into the Association and extends the provisions of the Declaration to the Additional Property.
2. Declarant, as owner of the Additional Property, hereby consents to such annexation and acknowledges that the Additional Property shall be held, transferred and developed subject to the terms and conditions of the Declaration.
3. Exhibit "A" to the Declaration is hereby amended to include the Additional Property described on Exhibit "A" attached hereto. References to the Plat in the Declaration shall include the final recorded plats of the Additional Property recorded in Collin County, Texas in Cabinet N, Pages 989-990 and Cabinet N, Page 991.

[Remainder of page intentionally left blank.]


05257 05248

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration to be effective as of the date first written above.

DECLARANT:

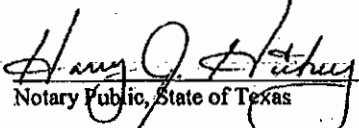
Lost Creek Ranch Ltd.,  
a Texas limited partnership

By: Ryland Homes of Texas, Inc.,  
a Texas corporation,  
its Managing General Partner

By:   
Name: Fred Phillips  
Its: Managing General Partner

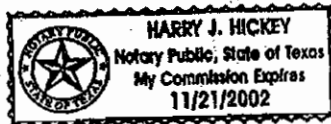
STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 12<sup>th</sup> day of September, 2002, by Fred Phillips, Land Manager of Ryland Homes of Texas, Inc., a Texas corporation, managing general partner of Lost Creek Ranch Ltd., a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas

After recording return to:

Phyllis D. Bevel  
Hughes & Luce, LLP  
1717 Main Street  
Suite 2800  
Dallas, Texas 75201

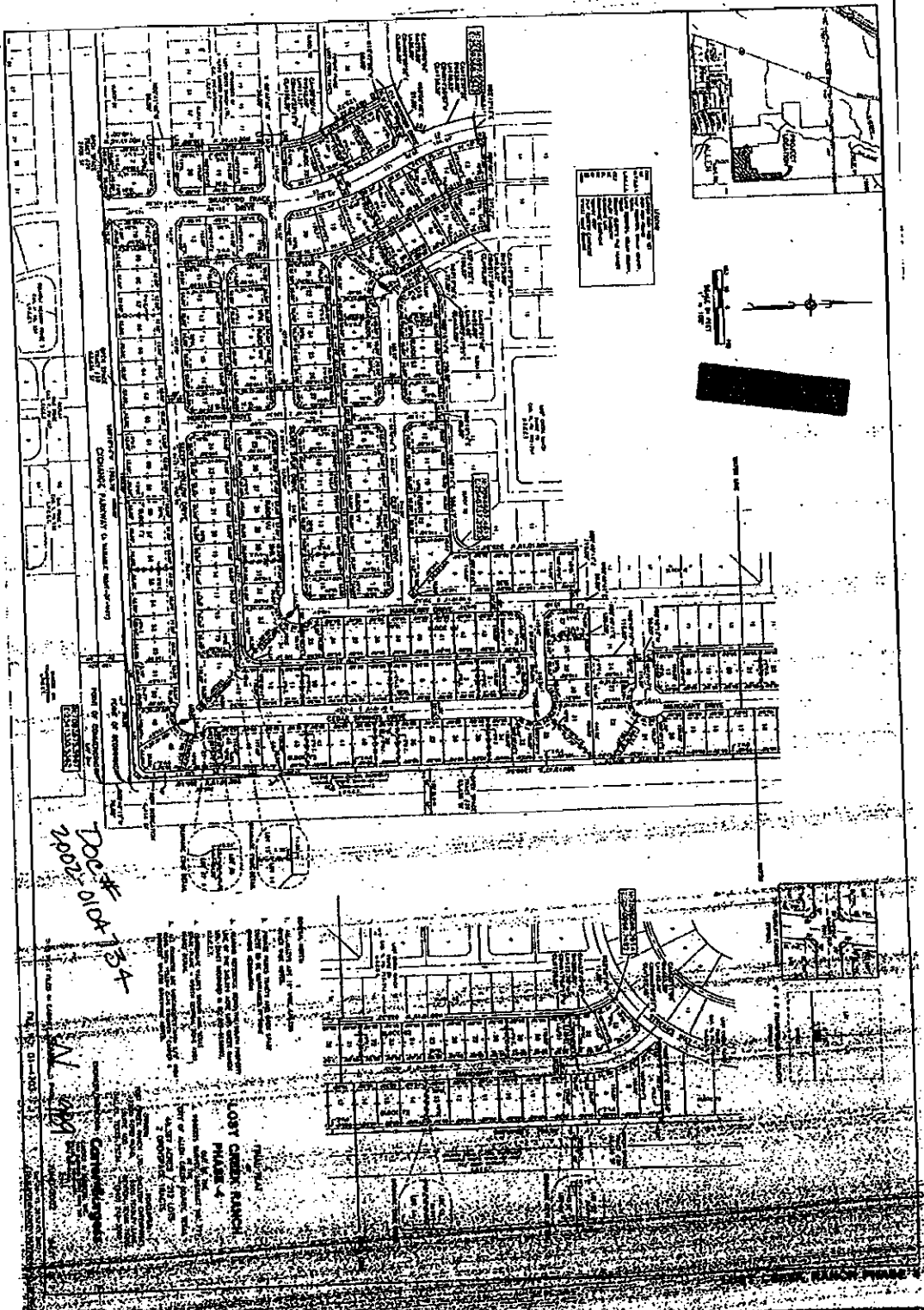


05257 05249

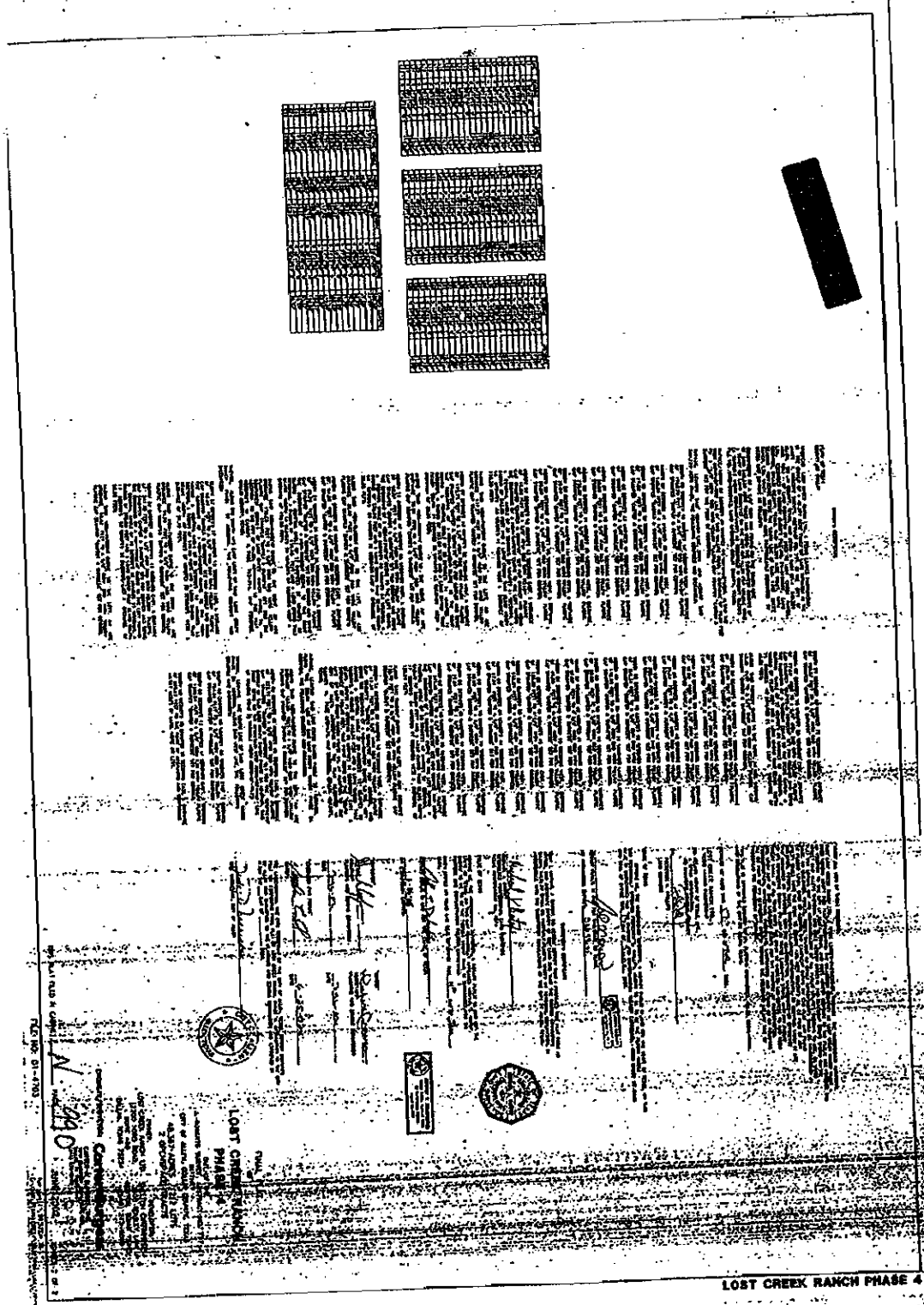
Exhibit "A"

Additional Property

05257 05250



05257 05251



LOST CREEK RANCH PHASE 4

2

[illegible]

**LOST CREEK RANCH PHASE 5**

05257 05253

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW  
(THE STATE OF TEXAS)  
(COUNTY OF COLLIN)  
I hereby certify that this instrument was FILED in the Public Records on the date  
and was duly stamped hereon by me, and was duly RECORDED, in the Official Public  
Records of Real Property of Collin County, Texas on

SEP 19 2002

Helen Starnes



Filed for Record in:  
Collin County, McKinney TX  
Honorable Helen Starnes  
Collin County Clerk

On Sep 19 2002  
At 3:28pm

Doc/Num : 2002- 0135092

Recording/Type: RS 21.00  
Receipt #: 33293

# **POLICIES, RULES and GUIDELINES**



# **DESIGN GUIDELINES**

**FIFTH SUPPLEMENT  
TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
LOST CREEK RANCH**

STATE OF TEXAS           §  
                                     §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF COLLIN     §

**THIS FIFTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Fifth Supplement") is made this 28<sup>th</sup> day of June, 2017, by the Lost Creek Homeowners Association (the "Association").

**WITNESSETH:**

**WHEREAS**, Lost Creek Ranch Ltd., a Texas Limited partnership ("Declarant"), recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch" on or about December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Instrument No. 2002-0034869, Volume 05121, Page 03965 *et seq.* of the Real Property Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, on or about July 29, 2002, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2002-0106284, Volume 05220, Page 00358 *et seq.* of the Real Property Records of Collin County, Texas (the "First Supplement"); and

**WHEREAS**, on or about August 8, 2006, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2006-0808001135480 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

**WHEREAS**, on or about December 21, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2011-1221001379020 of the Real Property Records of Collin County, Texas (the "Third Supplement"); and

**WHEREAS**, on or about February 8, 2012, the Association filed a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2012-0208000147450 of the Real Property Records of Collin County, Texas (the "Fourth Supplement"); and

**WHEREAS**, on or about March 25, 2013, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 20130325000394970 of the Real Property Records of Collin County, Texas (the "First Amendment"); and

**WHEREAS**, the Association desires to replace the Architectural Control Authority (ACA) Standards previously filed with the Notice and the Fourth Supplement.

**NOW, THEREFORE**, the Architectural Control Authority (ACA) Standards (March 2017-Revised) attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Fifth Supplement to be executed by its duly authorized agent as of the date first above written.

**LOST CREEK RANCH HOMEOWNERS  
ASSOCIATION, a Texas non-profit corporation**

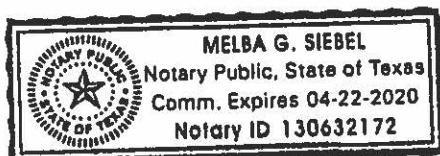
By: Geoben A. Johnson  
Printed Name: Geoben A. Johnson  
Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                     §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared Geoben A. Johnson President of the Lost Creek Ranch Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28<sup>th</sup> day of June, 2017.



G/Not. Ded/LostCreekRanch-5thSupp

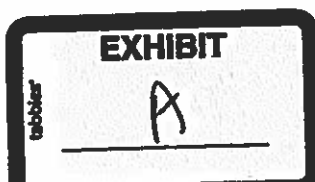
Melba G. Siebel  
Notary Public State of Texas  
4-22-2020  
My Commission Expires

## **Exhibit "A"**

Architectural Control Authority (ACA) Standards (March 2017 – Revised)

*Architectural Control  
Authority  
(ACA)  
Standards*

**Lost Creek Homeowners  
Association, Inc.  
June 2017 – Revised**



## **THE REVIEW PROCESS**

When a new house is completed and ownership changes hands from the builder to the resident, the resident agrees by the mere act of purchasing a property at Lost Creek Ranch to abide by the Declaration of Covenants, Conditions and Restrictions. Part of that responsibility is to submit to a review process prior to the start of an exterior modification. However, if a future resident contracts with the builder to construct that exterior modification (i.e., pool, trellis, basketball goal, etc.) prior to when the ownership changes hands from the builder to the resident, the builder is responsible to make a submission.

Submissions for an exterior modification are made to the Architectural Control Authority (ACA), which is the sole governing authority to administer this process. The ACA is appointed by the Board of Directors of the Lost Creek Ranch Homeowners Association, Inc.

The "steps" listed below describe the sequence of events necessary to complete THE REVIEW PROCESS.

- 1) Obtain Modification Application form/s from the Association Manager.
- 2) Complete the Modification Application and attach all necessary supportive material (i.e., drawings, pictures, brochures, plats, etc.).
- 3) Return your application to the ACA at the offices of the Association, 1301 Central Expressway South, Suite 110, Allen, TX 75013.
- 4) Alternatively, you may log into your account on [www.cmamanagement.com](http://www.cmamanagement.com) to submit your application & supporting documents electronically.
- 5) The ACA meets on an as needed basis (no less than one time per month) and the ACA's decision will be mailed to you.
- 6) Because the ACA Committee must meet to review applications, and applications cannot be approved or denied by individual members of the ACA, please DO NOT ask that your application be given special preference over other residents and/or for applications to be reviewed early. Please plan on it taking approximately 30 days to get a response on your application. Because of this, please DO NOT schedule vendors/work that require(s) ACA approval until AFTER you have the ACA response, as the ACA cannot move/reschedule meetings because of scheduled work to a resident's home. Thank you.

### **ADDRESS / HOUSE NUMBER PAINTING ON CURB (Revised October 2007)**

Curb numbers shall be a maximum height six (6) inches, and be black numbers on a white background. No other colors are allowed. The painting shall be limited to the house numbers, and no other signs, symbols, or phrases shall be permitted. The numbers shall be on the front of the curb, and not on the slope or sides of the driveway (for front entry garages).

### **ANTENNAE & SATELLITE DISHES (Revised October 2007)**

Antennas, satellite dishes, or other apparatuses that are designed to receive transmissions other than television broadcast signals shall be permitted (as long as they are 1 meter or less in diameter, or have dimensions no larger than 39.37 inches x 39.37 inches). The number of satellite dishes and antennas shall be limited to a combined maximum total of four (4) to a Lot.

### **ATHLETIC & RECREATIONAL FACILITIES (Revised October 2007)**

No outdoor athletic and recreational facilities such as play forts, swing sets, and sports courts may be placed on a Lot unless (i) such item is placed within a backyard that has a fence completely enclosing the backyard and the location and the item does not exceed ten (10) feet in height, or (ii) such item is a temporary and movable facility that is stored each night in the garage, the Dwelling, or other fully screened area.

Playhouses (large, walk-in "doll houses") are subject to the conditions under the "Sheds, Playhouses, and Detached Buildings" section.

Please refer to the Standards regarding "Play Equipment/Play Forts /Swing Sets" for additional information on those items.

Backyard is defined as the yard that is enclosed by the backyard fence. Side yard is defined as the portion of the yard that is between the front of the house and the rear of the house, not enclosed by the fence.

### **AWNINGS/SCREENS (Revised October 2007)**

Awnings must be "simple" in design and compatible with the architecture and building scale of the dwelling. Colors of the awning and its support structure must be solid earth-toned (i.e. dark green, gray, black, bronze, etc) and compatible with the existing dwelling colors. "Bright" colored, and/or striped awnings (i.e. red, yellow, violet, etc.) are not acceptable.

### **BIRDHOUSES/FEEDERS (Revised October 2007)**

Pole mounted birdhouses shall be limited to three (3) per property, confined to the rear or side yard and not exceed ten (10) feet in overall height. Pole material is to be limited to wood or metal, stained or painted a dark earth-tone, and shall be well maintained.

### **DECKS & PATIOS (Revised October 2007)**

Patios may be constructed of concrete, bricks, pavers, or stone. Decks may be constructed of redwood, cedar, pressure treated pine, composite decking, or other materials acceptable to the ACA. Decks that are elevated in such a manner where a "skirt" is necessary shall have installed either a skirt made of the same material as the decking or shrubbery around the perimeter of the deck concealing the underside of the deck from view. The deck finish must be left to weather naturally, clear sealed, or sealed to give the appearance of new redwood or cedar.

### **DOG HOUSES/RUNS (Revised June 2017)**

Doghouses and "runs" must adhere to the following guidelines:

1. Located behind a six (6) to eight (8) foot high solid fence.
2. Confined to the rear or side fenced-in yard.
3. Chain link is permissible only if it is located inside of a six (6) to eight (8) foot high solid fence.
4. Doghouses are not to be made obvious and preferably painted an earth-tone color.

For purposes of this provision, a dog "run" is an enclosed area in which a dog or dogs are prohibited to roam freely off a leash.

### **DRIVEWAYS/PARKING PADS/SIDEWALKS (Revised October 2007)**

Proposed drives, pads, and walks shall be similar in materials and scale to the existing "flatwork" and their conditions, a minimum of 18 inches from the property line, and screened from view with



a six (6) to eight (8) foot high solid fence when the parking pad is exposed to a common area or park.

#### **DRIVEWAYS/PARKING PADS/SIDEWALKS –STAINING (Revised October 2007)**

Existing and proposed driveways, parking pads, and sidewalks shall not be stained or painted in any color. A transparent (non-translucent) colorless sealant, with a matte or low-gloss finish, may be used to seal the flatwork to reduce stains.

#### **FENCE REPAIRS/REPLACEMENT (Revised November 2011)**

Applications for fence repairs or replacements require the following:

- Plot plan or hand drawing of house & fence location, identifying current & proposed location;
- Accompanied by neighbor's signature(s) if the fence is shared or abuts a neighbor's fence;
- Identification of gate locations.

Please note that posts must face inward (toward the backyard) on any side facing a street or common area (so that the smooth surface is seen from the street or common area).

Parallel fences (two or more fences side by side) are NOT allowed.

Stain must meet guidelines identified below.

#### **FENCE STAIN (Revised January 2002)**

If a sealant or stain is desired, a clear sealant or natural semi-transparent cedar stain (brown tones) are the only acceptable preservatives allowed. Solid stains are not permitted, as they do not expose the natural grain of the wood.

#### **FLAG DISPLAYS (Revised November 2011)**

Properties are limited to one flagpole and no more than two (2) flags and are confined to a location that is wall mounted or within 15' of the main house. A flagpole located within the public right of way (e.g., City or Association property) is not allowed. A flagpole must comply with City Ordinances on zoning, easements, and setbacks. A flagpole shall not exceed 20 feet in height and shall be made of permanent, long lasting materials with appropriate finish that is harmonious with the dwelling. Flag displays shall be maintained in a good condition (e.g., flags shall not be torn or tattered & poles shall be maintained to prevent oxidation, corrosion, or chips and dings in paint (in the case of a painted finish) and kept in a structurally sound condition). Flags shall not exceed a size of 3 feet by 5 feet (3' x 5') and shall be flown in a manner consistent with Flag Codes\*. Flag displays shall also be erected in a way so as to not constitute a noise or lighting nuisance to others.

\*The United States Flag - U.S.C., Title 4, Sections 5-10.

\*State of Texas Flag – Texas Government Code, Chapter 3100.

#### **LANDSCAPE BORDERS & WALLS (Revised October 2007)**

Landscape borders may be made of cement (molded curbing), pliable vinyl (black or green), rigid plastic (dark green or earth-tone in color), cut or natural stone, pavers, or metal (finished in a black, bronze, or dark green color). Metal edging, if used, should not exceed a height of four (4) inches above the adjacent surface height.

Landscape border made of brick, or brick and natural stone, shall either be made of leftover brick from the construction of the same house, or as similar to the house brick in color, texture, and

size as reasonably possible. Borders made from natural stone or pavers may be dry-stacked. Brick shall be mortared in the same fashion and pattern as the construction of the house, and capped with either the same brick or natural stone. In no instance shall any holes in the brick be visible to the public.

Partially buried bricks inserted on a diagonal, vertical, or horizontal angle are not an acceptable method of construction, and the homeowner shall remove the border within a time frame as determined by the Board of Directors. In addition, dry-stacking brick is not an acceptable method of construction, and the homeowner shall remove the border within a time frame as determined by the Board of Directors.

Any unapproved landscape borders may be subject to removal and replacement at the homeowner's expense and within a time frame to be determined by the Board of Directors.

Railroad ties or pressure treated lumber shall not be used for either landscape borders or retaining walls.

#### **LAWN DECORATION AND SCULPTURES (Revised January 2012)**

Front yard decorations or sculptures (bench, fountain, birdbath, stone figurine, flag, or similar item) are limited to two (2) per front yard without requiring approval by the Architectural Control Authority (ACA), subject to the following guidelines:

- Decorations/sculptures are not to exceed three (3) feet in height.
- One (1) bench will be permitted in the front yard.
- Bench is not to exceed six (6) feet in length and three (3) feet in height.
- Bench is to be placed on a level grade.
- Bench is to be made from a durable material (stone, wrought iron, wood).
- Bench is to be a natural color (e.g. brown, black, dark green, grey, white)
- ALL yard decorations/sculptures must be well maintained.

Backyard decorations/sculptures must be completely enclosed by a fence, which blocks the view of the item at ground level. ACA approval is required if the decoration/sculpture is taller than the fence.

If a homeowner has a concern whether a proposed yard decoration/sculpture will satisfy the guidelines, the homeowner should submit a Modification Application to the ACA for approval.

Backyard is defined as the yard that is enclosed by the backyard fence. Side yard is defined as the portion of the yard that is between the front of the house and the rear of the house, not enclosed by the fence.

In addition to the above, no artificial or "fake" flowers, trees, bushes, or plants may be used in any tree beds, flower beds, or plant containers in front or sides of home visible from the street.

#### **PAINTING/STAINING/COLOR CHANGES (Revised June 2017)**

This section is applicable to all section in the ACA Standards.

All exterior painting, staining, or color changes require the owner to submit plans to the ACA with the desired color and obtain prior written approval from the ACA.

All paint applications shall submit a current color photo, indicating color placements, and include all original paint chips, identified without highlighting, or obscuring the color.

Property owners who elect to stain their fence should refer to the Standard for Fence Staining.

#### **PLAY EQUIPMENT/PLAY FORTS/SWING SETS (Revised November 2011)**

Play forts and swing sets shall be limited to either the back yard, and has a fence completely enclosing the yard. The item shall not exceed thirteen (13) feet in height at its peak, and shall be constructed of timber, metal, or plastic. Fabric awnings or wood may be used as a cover or roof for "fort style" playhouses. Fabric awnings shall be well maintained and may be a solid color (earth-tone or primary) or multi-colored. Metallic colored awning covers shall not be allowed.

Playhouses (large, walk-in "doll houses") are subject to the conditions under the "Sheds, Playhouses, and Detached Buildings" section.

Backyard is defined as the yard that is enclosed by the backyard fence. Side yard is defined as the portion of the yard that is between the front of the house and the rear of the house, not enclosed by the fence.

#### **POOLS/SPAS/HOT TUBS**

All pools, spas, and hot tubs are to be located inside the back yard and abide by City of Allen standards. Pool, spa, and hot tub equipment must be enclosed within a six (6) foot high solid fence. Only permanent in ground pools are allowed.

Backyard is defined as the yard that is enclosed by the backyard fence. Side yard is defined as the portion of the yard that is between the front of the house and the rear of the house, not enclosed by the fence.

#### **RAINWATER COLLECTION DEVICES (Revised November 2011)**

Homeowners may install a rainwater collection device subject to the following conditions:

An owner may NOT install a rainwater collection device that:

- is located on property owned by someone other than the homeowner (e.g., City, Association, or other homeowners); or
- is located between the front of the owner's home and an adjoining or adjacent street; and
- is of a color not consistent with the color scheme of the owner's home.

Rainwater collections devices may not display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

Prior to installation, an owner must submit plans and specifications and receive written approval of the ACA Committee. The plans must show:

- the proposed location (on a plot plan or hand drawing showing location of the device in relation to the house);
- color and materials;
- shielding device to be used (if not located behind a backyard fence or can be seen above the fence line);
- size (which shall be no larger than single family, residential size commonly found in the marketplace)
- type of system or device (please check City of Allen codes and ordinances for current regulations regarding closed vs. open systems); and
- identify whether the device (or any part of it) will be visible from any street, other lot, or common areas.

If the rainwater collection device is to be located outside an enclosed backyard fence (or if it can be seen above said fence), it must be shielded from view of any street, another lot, or common area. Some suggested ways of shielding include (but is not limited to) shrubbery, landscaping, or other fence-like device consistent with the materials and color scheme of the existing home. The ACA will, at its sole discretion, make a determination on aesthetic appeal of shielding materials, assuming:

- the restriction does not prohibit the economic installation of the device on the owner's property; and
- there is a reasonably sufficient area on the owner's property in which to install the device.

#### **RETAINING WALLS (Revised October 2007)**

All retaining walls shall be constructed of the same natural stone used in the common areas. If concrete or cement is to be used to construct a retaining wall, then it must be veneered with the same natural stone used in the common areas.

Railroad ties or pressure treated lumber shall not be used for either landscape borders or retaining walls.

#### **ROOF REPLACEMENTS (Revised June 2017)**

All roof replacements require prior written approval from the ACA before construction or work may begin on the roof.

The roof material must compliment the other exterior materials of the house. All roof replacements require a Modification Application submission. All roof replacement applications must include an original color brochure with the material selection being identified, without highlighting, or obscuring the color.

Any unapproved roof replacements may be subject to removal and replacement at the homeowner's expense and within a time frame to be determined by the Board of Directors.

#### **ROOFING MATERIALS (Revised November 2011)**

Owners may install, with ACA approval, roof shingles that are designed to be wind & hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, and/or provide solar generation capabilities.

When installed, said shingles must resemble the shingles used or otherwise authorized for use on properties within the subdivision, are more durable than or equal to the quality of wind and hail resistant shingles, and match the aesthetics of the property surrounding the owner's property.

#### **ROOFTOP APPENDAGES/ ATTIC VENTILATION/SKYLIGHTS (Revised November 2011)**

Attic ventilators may be either passive (vent only) or active (powered fan).

Rooftop appendages, vents, stacks, ventilations, skylights should be located on the rear slopes of the roof. The appendages are to be painted to match or blend with the color of the roof. The appendages shall not be above the roof ridge. Roof ridge vents are acceptable.

No skylights shall be allowed on the front slope of the roof.

#### **SHEDS, PLAYHOUSES, DETACHED BUILDINGS (Revised October 2007)**

Sheds, playhouses (large "walk-in" dollhouses), or any other type of detached building must be located behind a six (6) to eight (8) foot high solid fence in the backyard. The height of the

structure walls shall not be greater than eight (8) feet; the peak height shall not be greater than nine (9) feet, and limited to 225 square feet of floor space. Exterior materials shall be consistent with the dwelling, as well as existing paint and roofing materials.

Sheds, playhouses, and detached buildings shall not be placed within the side yard.

Backyard is defined as the yard that is enclosed by the backyard fence. Side yard is defined as the portion of the yard that is between the front of the house and the rear of the house, not enclosed by the fence.

#### **SOLAR ENERGY DEVICES (Revised November 2011)**

Homeowners may install solar energy devices mounted on the roof of the home or behind the homeowner's fence.

Roof-mounted solar energy devices should be no higher than or beyond the roofline (without additional ACA Approval).

If mounted on the roof of the home, the ACA Committee may suggested an alternative location that the one proposed by the homeowner, unless the homeowner can show that the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association).

Roof-mounted solar energy devices shall have a frame, a support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace. They must also conform to the slope of the roof and have a top edge that is parallel to the roofline.

If located in a fenced yard or patio, solar energy devices may not be taller than the fence line.

An owner may NOT install a solar energy device that violates any laws or threatens public safety, is located on property owned by someone other than the homeowner (e.g., City, Association, or other homeowners), is located in any other part of the property other than roof or behind fence line, voids warranties as installed, or was installed without prior ACA approval.

#### **SOLAR SCREENS (Revised October 2007)**

Solar screens are an exterior modification and therefore require approval of the ACA. Frame and screen color should be compatible with the exterior color of the home and shall have grid work.

#### **STORM & SCREEN DOORS (Revised October 2007)**

The proposed storm or screen door shall be finished in a color complementary of the house.

Storm doors installed in the front of the house shall have a transparent glass, and shall be either colorless, a light shade of gray, or a light shade of bronze. The proposed storm door glass shall not have any other coloring (reds, blues, greens, yellows, or any other color). Translucent/frosted (non-colored) accents & grillwork are acceptable.

Storm doors installed in the rear of the house may include colored glass.

Screen doors shall have a screen mesh (dark in color) with an even transparent look.

### WINDOW TREATMENT (Revised October 2007)

No aluminum foil, newspaper, or reflective film or similar treatment will be placed on windows or glass doors of a Dwelling. Transparent (non-translucent), colorless or light gray-colored film may be used to help control heat penetration and sun-fading of interior furnishings. The film must be well maintained. If bubbles, heat blisters, peeling, tint discoloration, or cracking appears, the film shall be replaced. To maintain consistency with all windows, it is recommended an additional supply of film be kept on premises to install on new glass, in the event of a broken window or replaced window.

Heavily reflective film (almost mirror-like finish) will not be allowed, and the homeowner shall remove the film within a time frame to be determined by the Board of Directors.

Bed sheets and similar linens may be used only during the first 90 days after such Owner acquires title to the Lot.

### SIGNS (June 2017)

In addition to **temporary** signs allowed by the Declaration [i.e., for sale or rent, open house, garage sale, political], the following signs are allowed: (1) personal signs reflecting campaign support for 501-C non-profit organizations or educational institutions are allowed, provided they are removed at the completion of said campaign and (2) one (1) sign not exceeding one (1) square foot in size indicating that a Dwelling is monitored by a security company is allowed.



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
08/02/2017 10:16:45 AM  
\$74.00 DFOSTER  
20170802001024820

**SIXTH SUPPLEMENT AND FIRST AMENDMENT TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR LOST CREEK RANCH**

**[Amended Fining Policy; Pool Rules; Architectural Guidelines Amendment]**

**STATE OF TEXAS           §  
                                     §       **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF COLLIN       §****

**THIS SIXTH SUPPLEMENT AND FIRST AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Sixth Supplement") is made this 9<sup>th</sup> day of January, 2020, by the Lost Creek Ranch Homeowners Association (the "Association").

**WITNESSETH:**

**WHEREAS**, Lost Creek Ranch Ltd., a Texas Limited partnership ("Declarant"), recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch" on or about December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Instrument No. 2002-0034869, Volume 05121, Page 03965 *et seq.* of the Real Property Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, on or about July 29, 2002, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2002-0106284, Volume 05220, Page 00358 *et seq.* of the Real Property Records of Collin County, Texas (the "First Supplement"); and

**WHEREAS**, Exhibit "A" to the First Supplement contains the Association's Enforcement Policy dated April 3, 2002 (the "2002 Fining Policy"); and

**WHEREAS**, on or about August 8, 2006, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2006-0808001135480 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

**WHEREAS**, on or about December 21, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2011-1221001379020 of the Real Property Records of Collin County, Texas (the "Third Supplement"); and

**WHEREAS**, Exhibit "A-5" to the Third Supplement contains the Pool/Pavilion Rules (the "2011 Pool Rules"); and

**WHEREAS**, on or about February 8, 2012, the Association filed a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2012-0208000147450 of the Real Property Records of Collin County, Texas (the "Fourth Supplement"); and

**WHEREAS**, on or about March 25, 2013, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 20130325000394970 of the Real Property Records of Collin County, Texas (the "First Amendment"); and

**WHEREAS**, on or about August 2, 2017, the Association filed a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 20170802001024820 of the Real Property Records of Collin County, Texas (the "Fifth Supplement"); and

**WHEREAS**, the Association desires to again supplement the Notice with the dedicatory instruments attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, the Association desires to replace the 2002 Fining Policy previously filed with the First Supplement with the Amended and Restated Covenant Enforcement and Fining Policy attached hereto as **Exhibit "A-1;"** and

**WHEREAS**, the Association desires to replace the 2011 Pool Rules previously filed with the Third Supplement with the Lost Creek Ranch Pool/Pavilion Rules attached hereto as **Exhibit "A-2;"** and

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Sixth Supplement to be executed by its duly authorized agent as of the date first above written.

**LOST CREEK RANCH HOMEOWNERS  
ASSOCIATION**, a Texas non-profit corporation

By: Kirsty Bergsman  
Name: Kirsty Bergsman  
Title: Secretary - LCR HOA

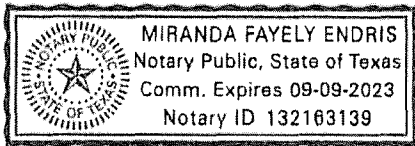


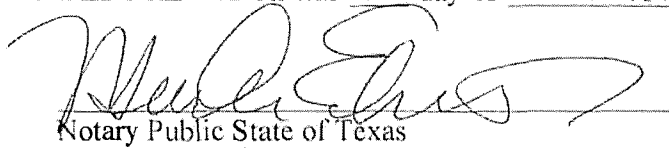
**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared Kristy Begshaw, Secretary of the Lost Creek Ranch Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 10 day of January, 2020.



  
Notary Public State of Texas

9/9/23  
My Commission Expires

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## **Exhibit “A”**

- A-1 Amended and Restated Covenant Enforcement and Fining Policy
- A-2 Lost Creek Ranch Pool/Pavilion Rules
- A-3 First Amendment to the Architectural Control Authority (ACA) Standards [June 2017 – Revised]

LOST CREEK RANCH HOMEOWNERS ASSOCIATION

First Amendment to the Architectural Control Authority (ACA) Standards  
[June 2017 – Revised]

**WHEREAS**, the Architectural Control Authority (the “ACA”) of Lost Creek Homeowners Association (the “Association”) adopted the Architectural Control Authority (ACA) Standards [June 2017 – Revised] which were recorded on or about August 2, 2017, as Instrument No. 20170802001024820 of the Deed Records of Collin County, Texas (the “ACA Standards”); and

**WHEREAS**, pursuant to Article VI, Section 6.10 of the Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch, the Association’s ACA is authorized to adopt, amend and repeal, by unanimous vote or written consent, ACA Standards; and

**WHEREAS**, pursuant to this authority, the ACA hereby adopts the following First Amendment to the Architectural Control Authority (ACA) Standards [June 2017 – Revised].

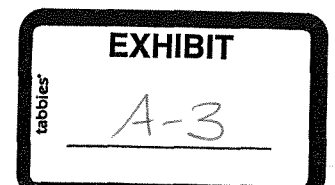
**NOW, THEREFORE**, the Architectural Control Authority (ACA) Standards [June 2017 – Revised] are hereby amended as follows:

1. The section entitled “FENCE STAIN (Revised January 2002)” is deleted in its entirety and replaced with the following:

**FENCE STAIN (Revised January 2020)**

If a sealant or stain is desired, a clear sealant or natural oil-based cedar stain (brown tones no darker than perimeter fence) are the only acceptable preservatives allowed. Solid stains/semi-transparent latex based paint/stains are not permitted, as they do not expose the natural grain of wood.


2. Except as modified by this First Amendment, the Architectural Control Authority (ACA) Standards [June 2017 – Revised] shall remain in full force and effect.



This is to certify that the foregoing First Amendment to the Architectural Control Authority (ACA) Standards [June 2017 – Revised] was adopted by the Architectural Control Authority of Lost Creek Homeowners Association on \_\_\_\_\_, 2020, and has not been modified, rescinded or revoked.

  
\_\_\_\_\_  
Member, Architectural Control Committee

  
\_\_\_\_\_  
Member, Architectural Control Committee

  
\_\_\_\_\_  
Member, Architectural Control Committee

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Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/21/2020 09:37:27 AM  
\$78.00 AHASIK  
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08/08/2006 03:34:04 PM NO 1/6

**SECOND SUPPLEMENT TO NOTICE  
OF  
FILING OF DEDICATORY INSTRUMENTS  
FOR  
LOST CREEK RANCH**

STATE OF TEXAS           §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF COLLIN     §

**THIS SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Second Supplement") is made this 2<sup>nd</sup> day of ~~June~~, 2006, by the Lost Creek Homeowners Association (the "Association").

*August*

**WITNESSETH:**

**WHEREAS**, Lost Creek Ranch Ltd., a Texas Limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch", filed of record on December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.*, in the Deed Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch in Volume 05121, Page 03965 *et seq.*, of the Deed Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, on or about July 29, 2002, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch in Volume 05220, Page 00358 *et seq.*, of the Deed Records of Collin County, Texas (the "First Supplement"); and

**WHEREAS**, the Association desires to supplement the Notice to include the dedicatory instrument entitled "Policy on Access and Use of Video Surveillance Records", attached hereto as Exhibit "A".

**NOW, THEREFORE**, the dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Second Supplement to be executed by its duly authorized agent as of the date first above written.

**LOST CREEK RANCH  
HOMEOWNERS ASSOCIATION,  
a Texas non-profit corporation**

By: [Signature]  
Its: SECRETARY

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared Todo Hill, SECRETARY of the Lost Creek Ranch Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 2nd day of August, 2006.



[Signature]  
Notary Public State of Texas  
9/22/08  
My Commission Expires

**AFTER RECORDING, RETURN TO:**

Lance E. Williams, Esq.  
Riddle & Williams, P.C.  
3811 Turtle Creek Blvd, Suite 1050  
Dallas, Texas 75219

O:\Notice.ded\LostCkRanch-2supp.notice

**EXHIBIT "A"**

**DEDICATORY INSTRUMENT**

**A-1. Policy on Access and Use of Video Surveillance Records**

## LOST CREEK RANCH HOMEOWNERS ASSOCIATION

### Policy on Access and Use of Video Surveillance Records

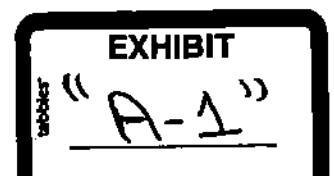
**WHEREAS**, Article VIII, Section 8.3(b) of the Bylaws of Lost Creek Ranch Homeowners Association (the "Bylaws") authorizes the Board of Directors to promulgate reasonable rules for the inspection of books and records of the Association by its Members; and

**WHEREAS**, the Board of Directors deems it necessary to promulgate and enforce rules governing the access, use, disclosure, retention, and destruction of video recordings made by surveillance cameras used by the Association to monitor activity at the Association's recreational facilities; and

**WHEREAS**, the Board of Directors believes that the rules hereinafter set forth reasonably balance the rights of Members to inspect and copy books and records with the rights of those captured on video to protect their privacy rights, if any, and with the rights of the Association to enforce violations of the restrictive covenants and to protect its recreational facilities from unauthorized use or vandalism.

**NOW, THEREFORE, IT IS RESOLVED** that the following policies and practices are established by the Board for the access, use, disclosure, retention, and destruction of video recordings from the Association's surveillance cameras:

1. **Disclaimer.** The existence of this policy does not imply or guarantee that surveillance cameras will be monitored in real time 24 hours a day, seven days a week.
2. **Storage.** All tapes or other storage devices that are not in use are to be stored securely in a locked receptacle located in a controlled access area. All storage devices that have been used are to be numbered and dated.
3. **Access to Storage Devices.** Only a designated board member and an alternate shall have access to the storage devices. Logs should be kept of all instances of access to, and use of, recorded material.
4. **Inspection of Video Records.** In the event of an incident, only board members, duly authorized agents of the Association and law enforcement personnel may view the recorded information. In addition, an individual and/or his or her guardian if the individual is a minor, who is the subject of the information has a right to inspect and copy his or her recorded information provided that the information related to that individual can reasonably be severed from the remainder of the record. Members who are not the subject of the recorded information may inspect and copy recorded information only if the Member complies with the general rules of conduct governing the inspection and copying of Association records set forth in the Bylaws and policies of the Board. In this regard, the Board of Directors may withhold from inspection any records that, in its reasonable business judgment, would:

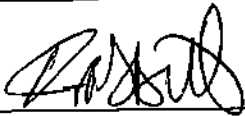




- a. constitute an unwarranted invasion or privacy;
  - b. constitute privileged information under the attorney-client privilege;
  - c. involve pending or anticipated litigation or contract negotiations; and/or
  - d. involve the employment, promotion, discipline or dismissal of a specific board member or employee.
5. **Retention of Video Records-No Incident.** Recorded video may be stored for a period not to exceed 365 days and will then be erased, unless retained as part of a criminal investigation or court proceedings (criminal or civil), or other bona fide use as approved by the Board of Directors.
6. **Retention of Video Records-Incident.** In the event of a recorded incident, the information will be retained for at least one year after the incident occurred. In the event an incident involves possible criminal activity, the information will be retained until law enforcement authorities request them. A storage device release form, or an entry in a logbook, will be completed before any storage device is disclosed to the appropriate authorities. The form must indicate who took the device, under what authority, when this occurred and if it will be returned or destroyed after use. For purposes of this rule, an "incident" is any activity which may involve criminal activity or non-compliance with or breach of any provision of the Association's governing documents that could lead to a fine or other sanction thereunder.
7. **Destruction of Storage Devices.** Old storage devices will be securely disposed of by shredding, burning or magnetically erasing the information. Except for DVDs, breaking open or breaking the storage device is not sufficient.
8. **Persons Entitled to Inspect.** A member may authorize, in writing, an attorney or other designated representative to conduct the inspection on the member's behalf. Any such authorized representative shall be considered a "member" for purposes of this Policy.
9. **Enforcement of Inspection Rules.**
  - a. Any violation of these rules shall cause the immediate suspension of the inspection or copying until further notice by the Board.
  - b. The Association will not honor any requests for inspection or copying which do not comply with this Policy. Within ten (10) working days of receiving a noncompliant request, the Association shall send a written notice to the person who made the request indicating the nature of any noncompliance. An Association representative who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association will have no further obligation to respond until it receives a written request.
  - c. The Board of Directors may take any available legal action to enforce these rules, including the levying of a fine.

This is to certify that the foregoing resolution was adopted by the Board at an executive meeting of same held on July 27, 2006, and has not been modified, rescinded or revoked.

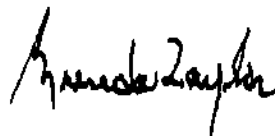
Date: July 27, 2006

  
Secretary

F/RESOL/INSPECTRECORDS.VIDEO.LOSTCREEK

Filed and Recorded  
Official Public Records  
Brenda Taylor, County Clerk  
Collin County, TEXAS  
08/08/2006 03:34:04 PM  
\$36.00 BN0PP  
20060808001135460





**COVENANT ENFORCEMENT  
AND / OR  
FINING POLICY**

**[Re-recorded to Correct a Typographical Error]  
SIXTH SUPPLEMENT AND FIRST AMENDMENT TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR LOST CREEK RANCH**

**[Amended Fining Policy; Pool Rules; Architectural Guidelines Amendment]**

STATE OF TEXAS           §  
                                     §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF COLLIN     §

**THIS SIXTH SUPPLEMENT AND FIRST AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Sixth Supplement") is made this 10<sup>th</sup> day of January, 2020, by the Lost Creek Ranch Homeowners Association (the "Association").

**W I T N E S S E T H:**

**WHEREAS**, Lost Creek Ranch Ltd., a Texas Limited partnership ("Declarant"), recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch" on or about December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Instrument No. 2002-0034869, Volume 05121, Page 03965 *et seq.* of the Real Property Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, on or about July 29, 2002, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2002-0106284, Volume 05220, Page 00358 *et seq.* of the Real Property Records of Collin County, Texas (the "First Supplement"); and

**WHEREAS**, Exhibit "A" to the First Supplement contains the Association's Enforcement Policy dated April 3, 2002 (the "2002 Fining Policy"); and

**WHEREAS**, on or about August 8, 2006, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2006-0808001135480 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

**WHEREAS**, on or about December 21, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2011-1221001379020 of the Real Property Records of Collin County, Texas (the "Third Supplement"); and

**WHEREAS**, Exhibit "A-5" to the Third Supplement contains the Pool/Pavilion Rules (the "2011 Pool Rules"); and

**WHEREAS**, on or about February 8, 2012, the Association filed a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2012-0208000147450 of the Real Property Records of Collin County, Texas (the "Fourth Supplement"); and

**WHEREAS**, on or about March 25, 2013, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 20130325000394970 of the Real Property Records of Collin County, Texas (the "First Amendment"); and

**WHEREAS**, on or about August 2, 2017, the Association filed a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 20170802001024820 of the Real Property Records of Collin County, Texas (the "Fifth Supplement"); and

**WHEREAS**, the Association desires to again supplement the Notice with the dedicatory instruments attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, the Association desires to replace the 2002 Fining Policy previously filed with the First Supplement with the Amended and Restated Covenant Enforcement and Fining Policy attached hereto as **Exhibit "A-1;"** and

**WHEREAS**, the Association desires to replace the 2011 Pool Rules previously filed with the Third Supplement with the Lost Creek Ranch Pool/Pavilion Rules attached hereto as **Exhibit "A-2;"** and

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Sixth Supplement to be executed by its duly authorized agent as of the date first above written.

**LOST CREEK RANCH HOMEOWNERS  
ASSOCIATION**, a Texas non-profit corporation

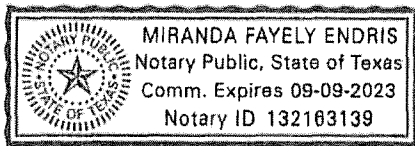
By: Kirsty Bergsman  
Name: Kirsty Bergsman  
Title: Secretary LCR HOA

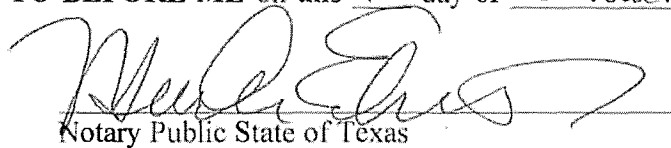
**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

BEFORE ME, the undersigned authority, on this day personally appeared Kristy Begshaw, Secretary of the Lost Creek Ranch Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 10 day of January, 2020.



  
Notary Public State of Texas

9/9/23  
My Commission Expires

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## **Exhibit "A"**

- A-1 Amended and Restated Covenant Enforcement and Fining Policy
- A-2 Lost Creek Ranch Pool/Pavilion Rules
- A-3 First Amendment to the Architectural Control Authority (ACA) Standards [June 2017 – Revised]

# **LOST CREEK RANCH HOMEOWNERS ASSOCIATION**

## **AMENDED AND RESTATED** **COVENANT ENFORCEMENT AND FINING POLICY**

**WHEREAS**, Lost Creek Ranch Homeowners Association (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch (the "Declaration"), the Bylaws of Lost Creek Ranch Homeowners Association (the "Bylaws"), and any rules and regulations, guidelines, bulletins, architectural standards, policies, and resolutions of the Association, collectively referred to herein as the "Governing Documents;" and

**WHEREAS**, pursuant to Article XI, Section 11.4 of the Declaration, the Association is authorized to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of the Declaration; and

**WHEREAS**, Article V, Section 5.10 of the Declaration and Article V, Section 5.6 of the Bylaws provides that the Board of Directors of the Association may impose sanctions for violations of the Governing Documents, including but not limited to levying reasonable fines and filing suit to recover damages for injunctive relief; and

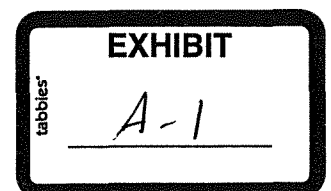
**WHEREAS**, Article III, Section 3.8(i) of the Bylaws provides that the Board has the power, among other things, to enforce the provisions of the Declaration and any rules or standards developed pursuant to the Declaration, the Articles of Incorporation or the Bylaws, and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; and

**WHEREAS**, the Board of Directors previously adopted an Enforcement Policy which was recorded on or about July 29, 2002, at Volume 5220, Page 358 *et seq.* as Document No. 2002-0106284 of the Real Property Records of Collin County, Texas (the "2002 Enforcement Policy"); and

**WHEREAS**, the Board of Directors desires to amend and replace the 2002 Enforcement Policy with the following amended covenant enforcement and fining policy; and

**WHEREAS**, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association desires to promulgate the following rules/policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the "Amended and Restated Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy").





1. Exempted Actions/Remedies. This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to collect a regular or special assessment or foreclose under the Association's lien. In addition, the steps and procedures contained in Sections 4-9 below do not apply where the Association is pursuing a self-help remedy. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges.

2. Generally. The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

3. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

4. Report of Violation. Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least fourteen (14) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 5 below.

5. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by certified mail (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the current Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including a reference to the rule or provision of the Governing Documents that is being violated and any property damage caused by the Owner, and state any amount due to the Association from the Owner.

b. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies or the amount claimed to be due from the owner for property damage.

c. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, and a description of the action required to cure the Violation, as well as specify the date by which the owner must cure the violation.

d. A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) if the owner is serving on active military duty.

e. The recipient may, on or before thirty (30) days after the date of the Notice of Violation (the date of mailing), deliver to the Association a written request for a hearing.

f. If a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the date of mailing of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

If the hearing described in e. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

6. Notice of Sanction/Fine. A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

7. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or a committee appointed by the Board affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any, authorized.

8. Appeal. Following a hearing before a committee of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within thirty (30) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided above for hearings before a committee appointed by the Board.

9. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be levied as follows:

a. In the event the Owner fails to cure the Violation within the time period specified in the Notice of Violation (or if the Violation is an incurable Violation), the Board may impose an initial fine not to exceed the amount of \$50.00.

b. If, after the imposition of the violation fine, the Owner again fails to cure the Violation within the time period specified in the Notice of Sanction/Fine (or, if the Violation is an incurable Violation, the Violation reoccurs), the Board may continue the imposition of fines with the fine amount for each subsequent fine doubling, up to a maximum individual fine amount of \$500.00.

c. There shall be no limit to the number or aggregate amount of fines which may be levied against an Owner for the same Violation.

d. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Governing Documents or this Enforcement Policy.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collection fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

11. Self-Help. In lieu of the above processes regarding fines and other sanctions, the Board, in its sole discretion, may elect to utilize self-help to remedy Violations on an Owner's Lot. In order to utilize self-help, the Association will follow the following steps and procedures.

a. Initial Notice. The Association shall send written notice via certified mail to the Owner of the Lot in question that a Violation exists on the Owner's Lot (the "Initial Notice"). The Initial Notice shall give the Owner a reasonable period of time to cure the Violation and avoid the use of self-help by the Association, and specify the date by which the

Owner must cure the Violation to avoid further enforcement action. In lieu of the Initial Notice, the Association may send the Notice of Violation described in Section 5 above in satisfaction of this initial notification requirement.

b. Self-Help Notice. If the Violation is not corrected or eliminated within the cure period specified in the Initial Notice (or the Notice of Violation where applicable), the Association shall send the Owner notice of the Association's intention to utilize self-help (the "Self-Help Notice"). The Self-Help Notice shall be sent by certified mail to the Owner, and will provide the Owner with the date (and the time, if available) when the Association will perform the corrective action. The Self-Help Notice will also notify the Owner of whether the Association will perform the corrective action at the Owner's expense and, if so, will include the actual cost or estimate of the cost of the self-help measure. The Association may, but is not required to, send such additional notices to the Owner regarding the use of self-help as the Board deems reasonable or desirable prior to exercising self-help.

c. Self-Help Action. If the Violation continues to exist as of the date stated in the Self-Help Notice on which the Association intends to perform the corrective action, the Association may proceed to utilize self-help to cure the Violation on the Owner's Lot. If the Association has performed the self-help action at the Owner's expense, the Association will send notice to the Owner of the actual cost of the self-help measure within a reasonable time period following completion of the corrective action.

In lieu of the above, and at any point in the self-help process, the Association may elect to refer the matter to the Association's legal counsel to pursue a court order seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or a court order authorizing the Association to utilize self-help.

12. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. 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 has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

13. Cure of Violation During Enforcement. An Owner may correct or eliminate a curable Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. If the Owner corrects or eliminates a curable Violation before the cure period provided for in the Notice of Violation, a fine may not be assessed for the Violation. If the Owner corrects or eliminates a curable Violation after the cure period provided for in the Notice of Violation, the Owner will remain liable for all costs and fines incurred or levied under this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist.

14. Definitions. The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

15. 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 Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be

ambiguous or in contradiction with any law, this Enforcement 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 Enforcement Policy conflicts with the Declaration, the Declaration controls.

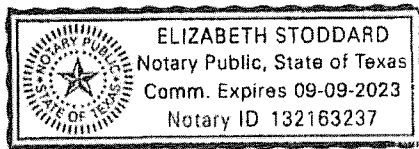
**IT IS FURTHER RESOLVED** that this Amended and Restated Covenant Enforcement and Fining Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on \_\_\_\_\_, 2020, and has not been modified, rescinded or revoked.

DATE: 2/12/20

K. Shaw  
President/Secretary

P:\RWBWPF Directory (Association Transactions)\Fine\Lost Creek Ranch - fining policy (with self help).docx

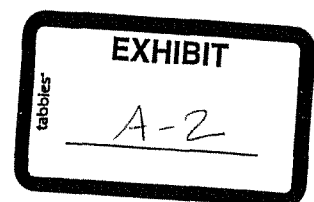


[Signature]  
2-12-2020

# Lost Creek Ranch Pool/Pavilion Rules

- Pool/pavilion use is restricted to Lost Creek Ranch Members and their invited guests
  - Each household is limited to 4 guests
- Guests must be accompanied by a member at all times
  - Dispose of trash in proper containers
    - No alcohol
    - No smoking
  - No glass containers
    - No pets
  - No running or rough play
- No rollerblades, skateboards, bikes, etc.
  - No foul language
- No radios, ,etc., Must be maintained at a volume not offensive to others
  - Appropriate swim wear only. No cutoffs or shorts
- Anyone with an infectious or communicable disease is prohibited from using the pool
- Non-potty trained children must wear plastic, watertight, pants when using the pool
  - Children's pool is restricted to 5 years and under
- Any member or guests is subject to removal from the property if found violating any pool rules, city ordinances, or state/federal laws. Please report improper conduct or rule violations to the Association Manager.
- Lost Creek HOA is not responsible for lost, stolen, or damaged personal items
  - For safety, no one should swim alone

**IN CASE OF EMERGENCY DIAL 911**



LOST CREEK RANCH HOMEOWNERS ASSOCIATION

First Amendment to the Architectural Control Authority (ACA) Standards  
[June 2017 – Revised]

**WHEREAS**, the Architectural Control Authority (the “ACA”) of Lost Creek Homeowners Association (the “Association”) adopted the Architectural Control Authority (ACA) Standards [June 2017 – Revised] which were recorded on or about August 2, 2017, as Instrument No. 20170802001024820 of the Deed Records of Collin County, Texas (the “ACA Standards”); and

**WHEREAS**, pursuant to Article VI, Section 6.10 of the Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch, the Association’s ACA is authorized to adopt, amend and repeal, by unanimous vote or written consent, ACA Standards; and

**WHEREAS**, pursuant to this authority, the ACA hereby adopts the following First Amendment to the Architectural Control Authority (ACA) Standards [June 2017 – Revised].

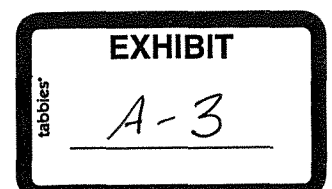
**NOW, THEREFORE**, the Architectural Control Authority (ACA) Standards [June 2017 – Revised] are hereby amended as follows:

1. The section entitled “FENCE STAIN (Revised January 2002)” is deleted in its entirety and replaced with the following:

**FENCE STAIN (Revised January 2020)**

If a sealant or stain is desired, a clear sealant or natural oil-based cedar stain (brown tones no darker than perimeter fence) are the only acceptable preservatives allowed. Solid stains/semi-transparent latex based paint/stains are not permitted, as they do not expose the natural grain of wood.

2. Except as modified by this First Amendment, the Architectural Control Authority (ACA) Standards [June 2017 – Revised] shall remain in full force and effect.

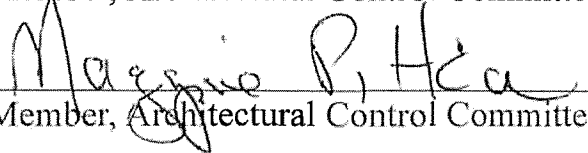




This is to certify that the foregoing First Amendment to the Architectural Control Authority (ACA) Standards [June 2017 – Revised] was adopted by the Architectural Control Authority of Lost Creek Homeowners Association on \_\_\_\_\_, 2020, and has not been modified, rescinded or revoked.

  
\_\_\_\_\_  
Member, Architectural Control Committee

  
\_\_\_\_\_  
Member, Architectural Control Committee

  
\_\_\_\_\_  
Member, Architectural Control Committee

**SIXTH SUPPLEMENT AND FIRST AMENDMENT TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR LOST CREEK RANCH**

**[Amended Fining Policy; Pool Rules; Architectural Guidelines Amendment]**

STATE OF TEXAS           §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF COLLIN     §

**THIS SIXTH SUPPLEMENT AND FIRST AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Sixth Supplement") is made this 9<sup>th</sup> day of January, 2020, by the Lost Creek Ranch Homeowners Association (the "Association").

**WITNESSETH:**

**WHEREAS**, Lost Creek Ranch Ltd., a Texas Limited partnership ("Declarant"), recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch" on or about December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Instrument No. 2002-0034869, Volume 05121, Page 03965 *et seq.* of the Real Property Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, on or about July 29, 2002, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2002-0106284, Volume 05220, Page 00358 *et seq.* of the Real Property Records of Collin County, Texas (the "First Supplement"); and

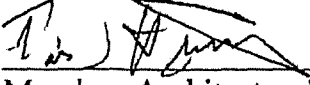
**WHEREAS**, Exhibit "A" to the First Supplement contains the Association's Enforcement Policy dated April 3, 2002 (the "2002 Fining Policy"); and

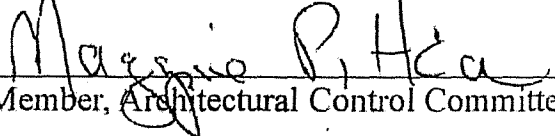
**WHEREAS**, on or about August 8, 2006, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2006-0808001135480 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

**WHEREAS**, on or about December 21, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2011-1221001379020 of the Real Property Records of Collin County, Texas (the "Third Supplement"); and

This is to certify that the foregoing First Amendment to the Architectural Control Authority (ACA) Standards [June 2017 – Revised] was adopted by the Architectural Control Authority of Lost Creek Homeowners Association on \_\_\_\_\_, 2020, and has not been modified, rescinded or revoked.

  
\_\_\_\_\_  
Member, Architectural Control Committee

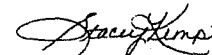
  
\_\_\_\_\_  
Member, Architectural Control Committee

  
\_\_\_\_\_  
Member, Architectural Control Committee

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Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/21/2020 09:37:27 AM  
\$78.00 AHASIK  
20200121000083160



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Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
02/20/2020 03:45:44 PM  
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20200220000242450

*Stacey Kemp*

# **COLLECTION POLICY**

**FIRST AMENDMENT  
TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
LOST CREEK RANCH  
[Assessment Collection Policy]**

STATE OF TEXAS           §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF COLLIN       §

**THIS FIRST AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "First Amendment") is made this 7th day of March, 2013, by the Lost Creek Ranch Homeowners Association (the "Association").

**WITNESSETH:**

**WHEREAS**, Lost Creek Ranch Ltd., a Texas limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch", recorded on or about December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.*, of the Deed Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Instrument No. 2002-0034869 at Volume 05121, Page 03965 *et seq.*, of the Deed Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, the Association recorded its Assessment Collection Policy, adopted April 25, 2001, as an attachment to the Notice; and

**WHEREAS**, the Association desires to amend the Notice by replacing the April 25, 2001 Assessment Collection Policy attached thereto with the Assessment Collection Policy attached hereto as **Exhibit "A"** in the Real Property Records of Collin County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its duly authorized agent as of the date first above written.

**LOST CREEK RANCH  
HOMEOWNERS ASSOCIATION,  
a Texas non-profit corporation**

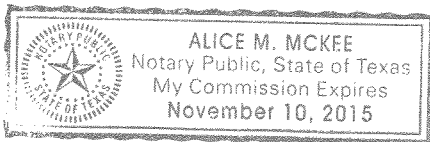
By: Geoben A. Johnson  
Its: President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                      §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared Geoben A. Johnson, President of the Lost Creek Ranch Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7<sup>th</sup> day of March, 2013.



Alice M. McKee  
Notary Public State of Texas  
November 10, 2015  
My Commission Expires

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**EXHIBIT "A"**

**DEDICATORY INSTRUMENT**

Assessment Collection Policy



## LOST CREEK RANCH HOMEOWNERS ASSOCIATION

### ASSESSMENT COLLECTION POLICY

**WHEREAS**, Lost Creek Ranch Homeowners Association (the “Association”) has authority pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions for Lost Creek Ranch (the “Declaration”) to levy assessments against Owners of Lots located within Lost Creek Ranch, a planned community located in Collin County, Texas (the “Development”); 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 state law 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.

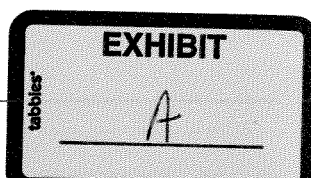
**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the “Assessment Collection Policy” (“Policy”) for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline 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.

2. Delegation to Management. To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. Ownership Interests. As used herein, the term “Delinquent Owner” refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term “Current Owner” refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the “Owner” of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. Due Dates. Pursuant to Article IV of the Declaration, the due date for the Annual Assessment is the first day of the period for which levied. Currently, the Annual Assessments are levied semi-annually and are due on January 1 and July 1 of each year. The due date for a Special Assessment or Specific Assessment is the date stated in the notice of assessment or, if no date is stated, within ten (10) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the “Due Date”. Any assessment which is not paid in full within ten (10) days after the Due Date is delinquent (the “Delinquency



Date”) and shall be assessed late fees and handling charges as provided in Paragraphs 7 and 8 below.

5. Written Notice of Default. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association’s legal counsel for collection, the Association will send written notice of default to the Owner via certified mail, return receipt requested (the “Default Notice”). The Default Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association’s legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association offer payment plans to owners in certain circumstances. The Board has adopted and recorded a policy relating to payment plans and the Association will follow the guidelines and procedures contained therein.

7. Late Charges. In the event any assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, a late charge in the amount of \$25.00 shall be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, 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; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

8. Handling Charges and Return Check Fees. In order to recoup for the Association and/or its managing agent 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 or its managing agent 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.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, 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 Paragraph 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.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency pursuant to applicable law and the Association's recorded Application of Payments Policy.

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 of 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 interests 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 Default Notice (as provided for 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.

At the direction of Management and/or the Board, 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 Real Property Records of Collin County, a written notice of 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.

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 an 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 for foreclosure at an upcoming 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.

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

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

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

g. Suspension of Rights to Use Recreational Facilities. If authorized by the Declaration, Bylaws or rules and regulations, the Association may suspend an Owner's privileges to use the Association's recreational facilities.

h. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove 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.

13. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in

full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

14. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

15. 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. In the event any provision of the Declaration related to collection of assessments conflicts with Chapter 209 of the Texas Property ("Code"), the Code controls.

**IT IS FURTHER RESOLVED** that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on October 24, 2012, and has not been modified, rescinded or revoked.

DATE: 3-7-2013

Seoben A. Johnson  
~~Secretary~~ President

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Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
03/25/2013 03:41:54 PM  
\$44.00 CJAMAL  
20130325000394970

Stacey Kemp

# **APPLICATION OF PAYMENTS POLICY**

**20111221001379020 12/21/2011 10:59:32 AM MA 1/18**  
**THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS**  
**FOR**  
**LOST CREEK RANCH**

**STATE OF TEXAS           §**  
**§       KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF COLLIN     §**

**THIS THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Third Supplement") is made this 11<sup>th</sup> day of November, 2011, by the Lost Creek Homeowners Association (the "Association").

**WITNESSETH:**

**WHEREAS**, Lost Creek Ranch Ltd., a Texas Limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch" on or about December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Instrument No. 2002-0034869, Volume 05121, Page 03965 *et seq.* of the Real Property Records of Collin County, Texas (the "Notice"); and

**WHEREAS**, on or about July 29, 2002, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2002-0106284, Volume 05220, Page 00358 *et seq.* of the Real Property Records of Collin County, Texas (the "First Supplement"); and

**WHEREAS**, on or about August 8, 2006, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2006-0808001135480 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

**WHEREAS**, the Association desires to again supplement the Notice to include the dedicatory instruments attached hereto as **Exhibit "A"**.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Third Supplement to be executed by its duly authorized agent as of the date first above written.

---

Lost Creek Ranch Homeowners Association,  
A Texas non-profit corporation

By: Geoben A. Johnson  
Its: President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF Collin   §

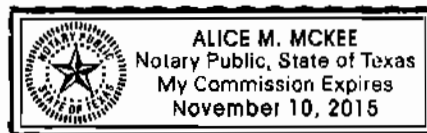
BEFORE ME, the undersigned authority, on this day personally appeared Geoben A. Johnson, President of Lost Creek Ranch Homeowners Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11<sup>th</sup> day of Nov., 2011.

Alice M. McKee  
Notary Public, State of Texas

Alice M. McKee  
My Commission Expires: 11-10-2015

**AFTER RECORDING RETURN TO:**  
Riddle & Williams, P.C.  
3811 Turtle Creek Blvd., Suite 1050  
Dallas, Texas 75219





## **EXHIBIT "A"**

- A-1 Application of Payments Policy
- A-2 Alternative Payment Plan Policy
- A-3 Document Inspection and Copying Policy
- A-4 Document Retention Policy
- A-5 Pool/Pavilion Rules

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**Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
12/21/2011 10:59:32 AM  
\$84.00 DLAIRD  
20111221001379020**

*Stacey Kemp*

**LOST CREEK RANCH HOMEOWNERS ASSOCIATION**  
*1800 Preston Park Blvd.*  
*Suite 101*  
*Plano, TX 75093*

**Application of Payments Policy**

WHEREAS, the Board of Directors (the "Board") of Lost Creek Ranch Homeowners Association (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for the Application of Payments is adopted by the Board:

Except as otherwise authorized by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. any delinquent assessment;
2. any current assessment;
3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. any attorney's fees incurred by the association that are not subject to the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.



This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

IT IS FURTHER RESOLVED that this Application of Payments Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on October 27, 2011, and has not been modified, rescinded, or revoked.

Geoben Johnson

Name:



Title: President Lost Creek Ranch HOA

Date:

10-27-11

# **ALTERNATIVE PAYMENT PLAN POLICY**

**LOST CREEK RANCH HOMEOWNERS ASSOCIATION**

*1800 Preston Park Blvd.*

*Suite 101*

*Plano, TX 75093*

**Alternative Payment Plan Policy**

**WHEREAS**, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Lost Creek Ranch Homeowners Association (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are promulgated for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

1. **Purpose.** The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. **Eligibility.** To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association or its managing agent.
- b) Term. The term of the payment plan or schedule is 6 months with an initial payment of 25% % of the total amount owed and remaining payments in equal installments.
- c) Date of Partial Payments under Plan. The Owner must submit the initial installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installment payments under the payment plan so that the payments are received by the Association no later than the 15<sup>th</sup> day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest at the highest rate permitted by the governing documents on the unpaid balance. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the monthly payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly administration fee.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. All other terms of a Payment Plan are at the discretion of the Board of Directors.

6. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

**IT IS FURTHER RESOLVED** that this Alternate Payment Plan Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on October 27, 2011, and has not been modified, rescinded or revoked.

Geoben A. Johnson

Name:

Geoben A. Johnson

Title: President Lost Creek Ranch HOA

Date:

10 - 27 - 11



# **DOCUMENT INSPECTION AND COPYING POLICY**

**LOST CREEK RANCH HOMEOWNERS ASSOCIATION**  
1800 Preston Park Blvd.  
Suite 101  
Plano, TX 75093

**Document Inspection and Copying Policy**

**WHEREAS**, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Lost Creek Ranch Homeowners Association (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. **Purpose.** The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. **Records Defined.** The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. **Individuals Authorized to Inspect Association's Records.** Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."



4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

1800 Preston Park Boulevard, Suite #101  
Plano, TX 75093

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party within 10 business days of the owner's request to inspect (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

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

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

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.

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

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce

and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

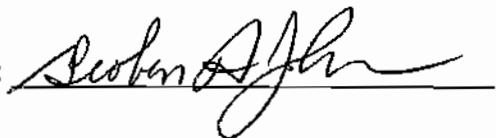
8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the governing documents are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Document Inspection and Copying Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on October 27, 2011, and has not been modified, rescinded or revoked.

Geoben A. Johnson

Name: 

Title: President / Lost Creek Ranch HOA

Date: 10-27-11

# **DOCUMENT RETENTION POLICY**

**LOST CREEK RANCH HOMEOWNERS ASSOCIATION**  
*1800 Preston Park Blvd.*  
*Suite 101*  
*Plano, TX 75093*

**Document Retention Policy**

**WHEREAS**, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Lost Creek Ranch Homeowners Association (the "Association") is required to adopt a document retention policy for the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

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 the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention 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 electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. ~~Documents that are not listed on Exhibit "A"~~





but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

**IT IS FURTHER RESOLVED** that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on October 27, 2011, and has not been modified, rescinded or revoked.

Geoben A. Johnson

Name:



Title:

President

Date:

10-27-11

## EXHIBIT A – RECORD RETENTION SCHEDULE

### A. GOVERNING DOCUMENTS

All copies of governing documents including but not Permanently limited to the Declaration of Covenants, Conditions, and Restrictions Lost Creek Ranch Homeowners Association (the "Declaration"), the Bylaws of Lost Creek Ranch Homeowners Association (the "Bylaws"), the Articles of Incorporation of Lost Creek Ranch Homeowners Association (the "Articles"), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto	Permanently
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### B. FINANCIAL RECORDS

Financial records, including each year's budget, tax returns, audits of the Association's financial books and records, copies of all bills paid by the Association or to be paid, the Association's checkbooks and check registers	7 years
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### C. RECORDS OF OWNERS' ACCOUNTS

Owners' account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner	5 years
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### D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination
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### E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)	7 years
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# **EMAIL REGISTRATION POLICY**

FOURTH SUPPLEMENT  
TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
LOST CREEK RANCH

STATE OF TEXAS       §  
                              §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COLLIN   §

THIS FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH (this "Fourth Supplement") is made this 12<sup>th</sup> day of January, 2012, by the Lost Creek Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Lost Creek Ranch Ltd., a Texas Limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants and Restrictions for Lost Creek Ranch" on or about December 15, 2000, under Instrument No. 2000-0135702, in Volume 4816, Page 0016 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"), as supplemented and amended from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about March 7, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Instrument No. 2002-0034869, Volume 05121, Page 03965 *et seq.* of the Real Property Records of Collin County, Texas (the "Notice"); and

WHEREAS, on or about July 29, 2002, the Association filed a First Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2002-0106284, Volume 05220, Page 00358 *et seq.* of the Real Property Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, on or about August 8, 2006, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2006-0808001135480 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

WHEREAS, on or about December 21, 2011, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Lost Creek Ranch as Document No. 2011-1221001379020 of the Real Property Records of Collin County, Texas (the "Third Supplement"); and

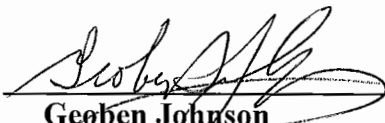
WHEREAS, the Association desires to again supplement the Notice to include the dedicatory instruments attached hereto as Exhibit "A".

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Fourth Supplement to be executed by its duly authorized agent as of the date first above written.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**Lost Creek Ranch Homeowners Association,  
A Texas non-profit corporation**

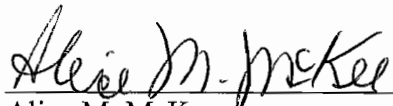
By:   
Geoben Johnson  
Its: President

**ACKNOWLEDGMENT**

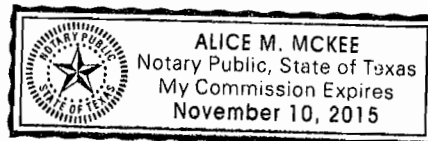
STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**BEFORE ME**, the undersigned authority, on this day personally appeared Geoben Johnson, President of Lost Creek Ranch Homeowners Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

**SUBSCRIBED AND SWORN TO BEFORE ME** on this 12<sup>th</sup> day of January 2012.

  
Alice M. McKee  
Notary Public, State of Texas

My Commission Expires: November 10, 2015



## **EXHIBIT "A"**

- A-1 Email Registration Policy
- A-2 Architectural Control Authority (ACA) Standards

# LOST CREEK RANCH HOMEOWNERS ASSOCIATION

## E-MAIL REGISTRATION POLICY

**WHEREAS**, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Lost Creek Ranch Homeowners Association (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

**WHEREAS**, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

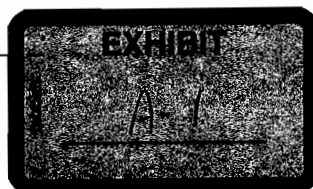
**NOW, THEREFORE, IT IS RESOLVED**, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "E-mail Registration Policy" of the Association.

1. Purpose. The purpose of this E-mail Registration Policy is to facilitate proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive e-mail notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. In order to register his/her e-mail address, the owner must access the website for the Association's management company, RTI/Community Management Associates, Inc., which is located at [www.cmamanagement.com](http://www.cmamanagement.com), and properly fill out the registration form on that website. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an e-mail address or by any method other than the above-designated website is not sufficient to register such e-mail address with the Association.

3. Failure to Register. In the event an owner fails to register and/or maintain an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.





**IT IS FURTHER RESOLVED** that this E-mail Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 01/11/12, and has not been modified, rescinded or revoked.

Date: 1/11/12

  
\_\_\_\_\_  
President

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR**

**LOST CREEK RANCH**  
(2021 Legislative Policies)

STATE OF TEXAS

§

§

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF COLLIN

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LOST CREEK RANCH** (this "Notice") is made this 22<sup>nd</sup> day of December, 2021, by Lost Creek Ranch Homeowners Association (the "Association").

**WITNESSETH:**

**WHEREAS**, the Association is the property owners' association created to manage or regulate the planned unit development subject to the Declaration of Covenants and Restrictions for Lost Creek Ranch, recorded on or about December 15, 2000, as Instrument No. 2000-0135702 of the Real Property Records of Collin County, Texas (the "Declaration"); and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and


**WHEREAS**, the Association desires to record the dedicatory instruments attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**Lost Creek Ranch Homeowners Association,**  
A Texas non-profit corporation

By:

  
Geoben Johnson (Dec 21, 2021 2:05 CST)

Name:

Geoben Johnson

Title:

LCR HOA Board President

**ACKNOWLEDGEMENT**

STATE OF TEXAS

§

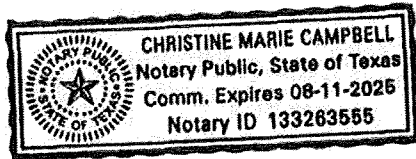
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COUNTY OF COLLIN

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BEFORE ME, the undersigned authority, on this day personally appeared December 22, 2021 of Lost Creek Ranch Homcowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 22 day of DECEMBER, 2021.



A handwritten signature in cursive script, appearing to read 'C. Campbell', written over a horizontal line.

Notary Public, State of Texas

My Commission Expires: 8/11/2025

## **EXHIBIT "A"**

- A-1 Amended Religious Item Display Guidelines
- A-2 Security Measures Guidelines
- A-3 Swimming Pool Enclosure Guidelines
- A-4 Architectural Review Authority Procedures
- A-5 Violation Hearing Procedures
- A-6 Policy Regarding Solicitation of Bids

**LOST CREEK RANCH HOMEOWNERS ASSOCIATION**

**AMENDED RELIGIOUS ITEM DISPLAY GUIDELINES**

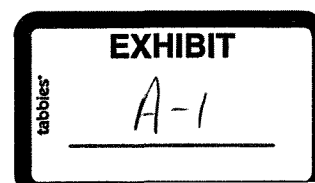
**WHEREAS**, Section 202.018 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument which prohibits an owner or resident from displaying or affixing on the owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, Lost Creek Ranch Homeowners Association (the "Association") is permitted to adopt and enforce certain limitations on the display of religious items; and

**WHEREAS**, the Association may have previously adopted Religious Item Display Guidelines (the "Original Guidelines"); and

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with recent changes to Section 202.018 of the Texas Property Code, the Association desires to replace any Original Guidelines with the following guidelines to govern the display of religious symbols (the "Amended Guidelines").

- A. An owner or resident may not display or affix a religious item on the owner or resident's property or dwelling which:
  - 1. threatens the public health or safety;
  - 2. violates a law other than a law prohibiting the display of religious speech;
  - 3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
  - 4. is installed on property:
    - (a) owned or maintained by the Association; or
    - (b) owned in common by members of the Association;
  - 5. violates any applicable building line, right-of-way, setback, or easement; or
  - 6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.018(b) and these Amended Guidelines control.



**IT IS FURTHER RESOLVED** that these Amended Religious Item Display Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on December 12, 2021, and have not been modified, rescinded or revoked.

DATE: Dec 21, 2021

  
Secretary

## LOST CREEK RANCH HOMEOWNERS ASSOCIATION

### SECURITY MEASURES GUIDELINES

**WHEREAS**, Section 202.023 of the Texas Property Code precludes associations from adopting or enforcing a restrictive covenant that prevents an owner from building or installing security measures, including but not limited to a security camera, motion detector, or perimeter fence; and

**WHEREAS**, Section 202.023 of the Texas Property Code further provides that it does not prohibit an association from (1) prohibiting the installation of a security camera by an owner in a place other than the owner's private property; or (2) regulating the type of fencing that an owner may install.

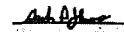
**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.023 of the Texas Property Code, the Board of Directors of Lost Creek Ranch Homeowners Association (the "Association") desires to adopt the following guidelines to govern the building or installing of security measures (the "Guidelines").

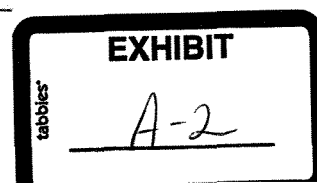
1. An owner may not install a security camera in any location other than the owner's own property.
2. Any and all perimeter fencing must comply with all covenants, conditions, restrictions and requirements contained in the Association's dedicatory instruments, including, but not limited to restrictions related to size, height, color, and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any perimeter fence.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.023 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.023 and these Guidelines control.

**IT IS FURTHER RESOLVED** that these Security Measures Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on December 12, 2021, and have not been modified, rescinded or revoked.

DATE: Dec 21, 2021

  
Secretary



## LOST CREEK RANCH HOMEOWNERS ASSOCIATION

### SWIMMING POOL ENCLOSURE GUIDELINES

**WHEREAS**, Section 202.022 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument that prohibits or restricts an owner from installing on the owner's property a swimming pool enclosure, as that term is defined in the statute, that conforms to applicable state or local safety requirements and that is black in color and consists of transparent mesh set in metal frames; and

**WHEREAS**, pursuant to Section 202.022(2) of the Texas Property Code, the Lost Creek Ranch Homeowners Association (the "Association") is permitted to adopt certain limitations relating to the appearance of swimming pool enclosures; and

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.022 of the Texas Property Code, the Association desires to adopt the following guidelines to govern swimming pool enclosures (the "Guidelines").

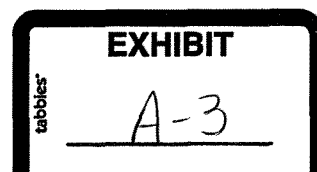
1. An owner may install a swimming pool enclosure that complies with all state and/or local safety requirements if the swimming pool enclosure is (i) black in color, and (ii) consists of transparent mesh set in metal frames.
2. All other proposed swimming pool enclosures must comply with all restrictions, covenants, and requirements contained in the Association's dedicatory instruments including, but not limited to, limitations establishing permissible colors, size, height and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any swimming pool enclosure.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.022 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.022 and these Guidelines control.

**IT IS FURTHER RESOLVED** that these Swimming Pool Enclosure Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on December 12, 2021, and have not been modified, rescinded or revoked.

DATE: Dec 21, 2021

MAJ  
Secretary





## LOST CREEK RANCH HOMEOWNERS ASSOCIATION

### ARCHITECTURAL REVIEW AUTHORITY PROCEDURES

**WHEREAS**, Section 209.00505 of the Texas Property Code establishes certain requirements for an association's architectural review authority and the procedures used by the architectural review authority; and

**WHEREAS**, in order to comply with Section 209.00505 of the Texas Property Code, the Lost Creek Ranch Homeowners Association (the "Association") desires to adopt procedures regarding the Association's architectural review authority.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 209.00505 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding the architectural review authority.

1. "Architectural review authority" means the governing authority for the review (sometimes referred to, among other things, as an architectural review committee or architectural control committee) and approval of improvements within the Association.

2. These Architectural Review Authority Procedures do not apply during a development period or during any period in which the Declarant:

(a) appoints at least a majority of the members of the architectural review authority or otherwise controls the appointment of the architectural review authority; or

(b) has the right to veto or modify a decision of the architectural review authority.

3. A person may not be appointed or elected to serve on the Association's architectural review authority if the person is:

(a) a current board member;

(b) a current board member's spouse; or

(c) a person residing in a current board member's household.

4. A decision by the Association's architectural review authority denying an application or request by an owner for the construction of improvements in the Association may be appealed to the Board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery (the "Denial Notice"). The Denial Notice must:

(1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and

(2) inform the owner that the owner may request a hearing under Subsection (e) on or before the 30th day after the date the Denial Notice was mailed to the owner.

5. The Board shall hold a hearing under this section not later than the 30<sup>th</sup> day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing. Only one hearing is required under this subsection.

6. During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the Denial Notice.

7. The Board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

8. The Association or the owner may make an audio recording of the meeting.

9. The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's dedicatory instruments.

10. In the event of any conflict between 209.00505 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, 209.00505 of the Texas Property Code and these procedures control.

**IT IS FURTHER RESOLVED** that these Architectural Review Authority Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on December 12, 2021, and have not been modified, rescinded or revoked.

DATE: Dec 21, 2021

Andi Agler

Secretary

## LOST CREEK RANCH HOMEOWNERS ASSOCIATION

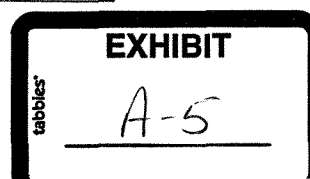
### VIOLATION HEARING PROCEDURES

**WHEREAS**, Section 209.007 of the Texas Property Code establishes certain requirements for hearings before an association's board of directors involving violations of the association's dedicatory instruments; and

**WHEREAS**, in order to comply with Section 209.007 of the Texas Property Code, the Lost Creek Ranch Homeowners Association (the "Association") desires to adopt procedures regarding violation hearings.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with changes to Section 209.007 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding Section 209.007 hearings before the board of directors regarding violations.

1. Pursuant to Section 209.007(d) of the Texas Property Code, the notice and hearing provisions of Sections 209.006 and 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Additionally, the notice and hearing provisions of Sections 209.006 and 209.007 do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.
2. Except as provided by Section 209.007(d), and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.
3. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.
4. If the Association does not provide a packet within the period described by Paragraph (2) above, the owner is entitled to an automatic 15-day postponement of the hearing.
5. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.
6. In the event of any conflict between Section 209.007 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.007 and these procedures control.



**IT IS FURTHER RESOLVED** that these Violation Hearing Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on December 12, 2021, and have not been modified, rescinded or revoked.

DATE: Dec 21, 2021

  
Secretary

## **LOST CREEK RANCH HOMEOWNERS ASSOCIATION**

### **POLICY REGARDING SOLICITATION OF BIDS**

**WHEREAS**, pursuant to Section 209.0052(c) of the Texas Property Code, an association that proposes to contract for services that will cost more than \$50,000 shall solicit bids or proposals using a bid process established by the association; and

**WHEREAS**, the Board of Directors of Lost Creek Ranch Homeowners Association (the "Association") is required to adopt a bid process for such contracts.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 209.0052(c) of the Texas Property Code, the Association hereby adopts the following policy to govern the solicitation of bids and proposals for service contracts over \$50,000, and the same is to be known as the Association's Policy Regarding Solicitation of Bids.

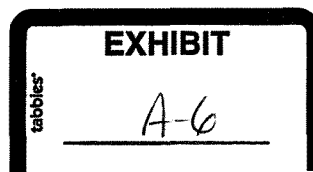
1. Except in the event of a need for work in the event of an emergency (as defined below), prior to entering into any contract for services that will cost more than \$50,000.00, the Board of Directors shall solicit bids from at least three (3) separate vendors/providers, if reasonably available. In the case of an emergency, the Board may enter into a contract for services without soliciting or obtaining multiple bids so long as the terms of the contract appear fair and reasonable to the Association in the Board's sole and absolute discretion.

2. The Board is excused from soliciting and/or obtaining at least three (3) bids in the event of an emergency or certain exigent circumstances, including the following:

- a. An emergency exists such that there is insufficient time to solicit and obtain multiple bids.
- b. The Association was not able to locate at least three (3) vendors/providers to provide the services.
- c. The Association solicited bids from at least three (3) vendors/providers, but not all vendors/providers responded to the request for a bid.

3. An emergency, as used in this policy, shall be defined as, but not be limited to, an unexpected occurrence, condition, or circumstance that requires immediate action in order to address the risk of harm to individuals and/or property damage, or to satisfy any local, state, federal or other governmental order. In addition, other unforeseen circumstances may be deemed by the Board to constitute an emergency as determined by the Board in its sole and absolute discretion.

4. Any and all decisions to award a service contract to a particular vendor or provider must be a sound business decision based upon what is in the best interest of the Association at the time. Nothing in this Policy Regarding Solicitation of Bids shall require the Board to award a service contract to the lowest bidder.



5. The Board may delegate the solicitation of bids procedures under this policy to the Association's management company as defined by Section 209.002 of the Texas Property Code.

6. In the event of any conflict between Section 209.0052(c) of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.0052(c) and this policy control.

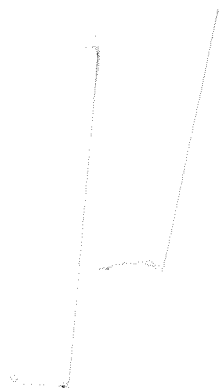
**IT IS FURTHER RESOLVED** that this Policy Regarding Solicitation of Bids is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors at a meeting of same on December 12, 2021, and has not been modified, rescinded or revoked.

DATE: Dec 21, 2021

  
Secretary

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Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
12/22/2021 04:43:58 PM  
\$78.00 MMCQUEEN  
20211222002581100

A handwritten signature in cursive script, appearing to read "Stacey Kemp", located below the printed text.