



**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CREEKVIEW LANDING**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") for Creekview Landing (this "Amendment") is made as of the 1<sup>st</sup> day of January 2012 by the Property Owner's Association of Creekview Landing ("the Declarant").

WITNESSETH:

WHEREAS, Creekview Landing Development, Inc. ("the Developer") placed certain restrictions on the Property by recording the CC&Rs for Creekview Landing, dated as of September 17, 2008, as recorded in the Official Public Records of Collin County, Texas, as Instrument No. 2008091700112300 ("the Declaration").

WHEREAS, the POA, as holder of more than fifty percent (50%) of the lots in Creekview Landing, the Developer ceded control to the Property Owner's Association ("the POA" or "the Association") on April 6, 2011, the Association has the authority under the Declaration to make certain amendments to the Declaration;

WHEREAS, by a 2/3 majority vote taken on April 13, 2011 of the Association, the CC&Rs dated September 17, 2008 were restated and superseded by the CC&Rs dated November 14, 2011, as recorded in the Official Public Records of Collin County, Texas, as Instrument No. 20111129001285130;

WHEREAS, the POA Board of Officers ("the Board"), acting on behalf of the Declarant, desires to amend the Declaration as set forth herein and believes these amendments to be consistent and in compliance with the Texas Property Code changes made by the 2011 Texas Legislature, as follows:

**1. Article IV, Section 4** in its entirety reads as follows:

The Board and Association shall have the obligation to ensure that all Owners/Members follow the Governing Documents and shall also have the power to:

- Cause to be kept a complete record of all its acts and corporate affairs;
- Establish the amount of the Annual Assessment;
- Send written notice of each Assessment to every Owner subject thereto;
- Take action as it deems appropriate to enforce the Restrictions set forth in this Declaration and ensure that the purposes thereof are fulfilled;

- Take action as it deems appropriate to enforce the ACC Guidelines and ensure that the purposes thereof are fulfilled;
- Impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot if Assessments or fines are not paid;
- Suspend an Owner's right to vote until all Assessments and fine are paid;
- Suspend any services provided by the Association to an Owner or the Owner's Lot if the owner is more than thirty (30) days delinquent in paying any Assessment or other charge owned to the Association;
- Exercise self-help and pass on the costs of the Association to the Owner/Member when such Owner/Member, specifically including, but not limited to, does not following any Governing Documents:
  - towing of vehicles that are in violation of the Governing Documents,
  - removing non-conforming structures and/or improvements,
  - performing maintenance on an Owner's Lot such as care of landscaping/yard mowing if the grass is taller than 12 inches,
  - maintaining detention pond(s), if any portion thereof is located on an Owner's Lot,
  - repairing driveways, if holes or cracks are visible and not addressed in a timely manner,
  - repairing exterior lighting/mechanical facilities when not in working order or 1 bulbs are not replaced within a reasonable time after notification, and
  - removing litter/trash from areas that are visible from the street if not removed in a reasonable amount of time;
- Record a Notice of Violation or Notice of Failure to Comply on a Lot if the Owner is in violation of the Governing Documents;
- Levy a Special Assessment; or
- Take any other action to abate a violation of, or which are necessary or advisable to enforce the provisions of, the Governing Documents.

**Article IV, Section 4** in its entirety is **amended** to read as follows:

The Board and Association shall have the obligation to ensure that all Owners/Members follow the Governing Documents and shall also have the power to:

- Cause to be kept a complete record of all its acts and corporate affairs; Impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot if Assessments or fines are not paid; and to establish a payment plan for unpaid Assessments/fines with the Owner/Member in accordance with the Declarant's Payment Plan Policy.
- Establish the amount of the Annual Assessment;

- Send written notice of each Assessment to every Owner subject thereto;
- Take action as it deems appropriate to enforce the Restrictions set forth in this Declaration and ensure that the purposes thereof are fulfilled;
- Take action as it deems appropriate to enforce the ACC Guidelines and ensure that the purposes thereof are fulfilled;
- Impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot if Assessments or fines are not paid;
- Exercise self-help and pass on the costs of the Association to the Owner/Member when such Owner/Member, specifically including, but not limited to, does not following any Governing Documents:
  - towing of vehicles that are in violation of the Governing Documents,
  - removing non-conforming structures and/or improvements,
  - performing maintenance on an Owner's Lot such as care of landscaping/yard mowing if the grass is taller than 12 inches,
  - maintaining detention pond(s), if any portion thereof is located on an Owner's Lot,
  - repairing driveways, if holes or cracks are visible and not addressed in a timely manner,
  - repairing exterior lighting/mechanical facilities when not in working order or I bulbs are not replaced within a reasonable time after notification, and
  - removing litter/trash from areas that are visible from the street if not removed in a reasonable amount of time;
- Record a Notice of Violation or Notice of Failure to Comply on a Lot if the Owner is in violation of the Governing Documents;
- Levy a Special Assessment; or
- Take any other action to abate a violation of, or which are necessary or advisable to enforce the provisions of, the Governing Documents.

**2. Article V, Section 3**, in its entirety, reads as follows:

Only those Owners whose Assessments are paid for the current fiscal year, and therefore are members in good standing, are eligible to vote. Only a single vote per Lot is allowed. If two or more adjacent Lots are purchased by one Owner, then subject to Article IV of this Declaration, they must be considered one consolidated Lot, and the Member will have one vote for all consolidated Lots. If non-adjacent Lots are purchased, Assessments must be paid on each Lot independently and the Owner will have one vote for each Lot.

**Article V, Section 3** in its entirety is **amended** to read as follows:

All Owners are eligible to vote and only a single vote per Lot is allowed. If two or more adjacent Lots are purchased by one Owner, then subject to Article IV of this Declaration, they must be considered one consolidated Lot, and the Member will have one vote for all consolidated Lots. If non-adjacent Lots are purchased, Assessments must be paid on each Lot independently and the Owner will have one vote for each Lot.

**3. Article VI, Section 1, in its entirety, reads as follows:**

The initial Board of Officers (Board) will have three (3) members appointed by the Declarant to serve a term of three (3) years to ensure continuity and consistency during the organizational phase of the Property Owners Association (POA) beginning June 1, 2008. After the term of the initial three Officers expires in 2011, only current residents of the community will be eligible to serve on the Board of any sub committee appointed by the Board.

**Article VI, Section 1, in its entirety, is amended to read as follows:**

The Board of Officers will consist of a President, Treasurer, and Secretary.

**Article VI, Section 2, in its entirety reads as follows:**

During the second quarter, 2011, those residents who are in good standing and are current on Assessments may be nominated for a position on the Board to be elected at or prior to the annual meeting of the POA held during the second quarter 2011. Those individuals who are serving on the Board at such time may also be nominated to serve again on the Board.

**Article VI, Section 2, in its entirety, is amended to read as follows:**

Owners may self nominate for a position on the Board to be elected at or prior to the annual meeting of the POA held during the second quarter. Those individuals who are serving on the Board at such time may also self nominate or be nominated to serve again on the Board.

**Article VI, Section 3, in its entirety reads as follows:**

The Board shall be elected by the POA Members at or in advance of the 2011 annual meeting of the POA held during the second quarter 2011 by plurality vote. The Offices elected at such meeting or through a confidential election process held before the meeting will begin their terms of office on June 1, 2011. It will be the responsibility of the incumbent Officer to ensure a timely and orderly turnover of required records and materials.

**Article VI, Section 3**, in its entirety, is **amended** to read as follows:

The Board shall be elected by the POA Members at or in advance of the annual meeting of the POA held during the second quarter by majority vote of the Members. Uncontested elections are not subject to majority vote. The Officers elected through the established election process will begin their terms of office on June 1. It will be the responsibility of the incumbent Officer to ensure a timely and orderly turnover of required records and materials.

**Article VI, Section 4**, in its entirety, reads as follows:

At the annual meeting of the POA held during the second quarter 2012 and at each subsequent annual meeting of the POA thereafter, the officers would be elected on a rotating basis. In odd years, the offices of President and Treasurer will be open for election. In even years, the office of Secretary will be open for election.

**Article VI, Section 4**, in its entirety, is **amended** to read as follows:

At the annual meeting of the POA held during the second quarter, the Officers would be elected on a rotating basis. In odd years, the offices of President and Treasurer will be open for election. In even years, the office of Secretary will be open for election.

**Article VI, Section 5**, in its entirety, reads as follows:

Each Officer will be permitted to serve on the Board only if all Assessments are paid current. Any Officer who has three (3) consecutive, unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the POA for more than thirty (3) days may be removed by a majority of the other Officers and the remaining Officers shall appoint a new Officer to fill the vacancy for the remainder of the removed Officer's term.

**Article VI, Section 5**, in its entirety, is **amended** to read as follows:

No longer applicable. Removed.

**Article VI, Section 7**, in its entirety, reads as follows:

An Officer may be removed from the Board prior to the expiration of his or her term only for cause. A detailed petition stating the cause and providing examples of why the Officer should be removed must be presented to the remaining members of the Board for review. It is the responsibility of the remaining Board members to weigh the information contained in the petition to determine whether there is cause for dismissal. If so, the Board shall

present the petition to the POA for a vote. An Officer may only be removed by a 2/3 vote of the Members of the POA. Upon removal of an Officer for cause, a successor shall immediately be elected by the POA Members and will serve the remainder of the removed Officer's term.

**Article VI, Section 7**, in its entirety, is **amended** to read as follows:

An Officer may be removed from the Board prior to the expiration of his or her term if the Board of Officers is presented with evidence from a governmental law enforcement agency that an Officer has been convicted of a felony or crimes of moral turpitude. The officer will be automatically removed from the Board of Directors and is ineligible to serve again. The new Officer will be elected by a majority vote of the Members. Uncontested elections are not subject to majority vote.

**Article VI, Section 8**, in its entirety, reads as follows:

In the event of a death, disability, inability to perform or resignation of an Officer, the Board shall declare a vacancy and a successor shall be appointed by the other Officers to fill the remaining portion of the affected Officer's term.

**Article VI, Section 8**, in its entirety, is **amended** as follows:

In the event of a resignation, death, or disability of a Board Member, the remaining Board of Officers shall appoint a successor to fill the vacant position for the unexpired term of his or her predecessor.

**4. Article VII, Section 1**, in its entirety, reads as follows:

The Officers of the Association will serve as members of the Board and will be elected as set forth in Article VI of this Declaration. The Officers shall consist of a President, Secretary, and only Residents may serve as Officer of the Board.

**Article VII, Section 1**, in its entirety, is **amended** to read as follows:

Any Owner/Member is eligible to serve as an Officer of the Board. No Owner/Member shall be disqualified from serving as an Officer of the Board or on any sub-committee appointed by the Board.

**5. Article IX, Section 1**, in its entirety, reads as follows:

An annual meeting of the Property Owners Association (POA) shall be held for the purpose of receiving reports from the Board of Officers (Board), standing committees and ad-hoc committees; for establishing programs and

budgets in accordance with the objectives of the POA; and for any other business that may arise, up to and including elections of Officers and sub-committee members. The annual meeting of the POA will be held in the second quarter of the year prior to the beginning of the POA's fiscal year on June 1. The Board will determine the date and time of the meeting with notice being given to all Members of the POA at least one week in advance of the meeting. The presence of a majority of POA Members who are eligible to vote shall be considered sufficient for a quorum and/or the use of proxy ballots for voting purposes may also be used to transact business at the meeting. Voting through the use of proxy ballots may be accommodated via mail or electronic means such as email or through web-based applications.

**Article IX, Section 1**, in its entirety, is **amended** to read as follows:

An annual meeting of the Property Owners Association (POA) shall be held for the purpose of receiving reports from the Board, standing committees and ad-hoc committees; for establishing programs and budgets in accordance with the objectives of the POA; and for any other business that may arise, up to and including elections of Officers. The annual meeting of the POA will be held in the second quarter of the year prior to the beginning of the POA's fiscal year on June 1. The Board will determine the date, time, and place of the meeting with notice being given to all Members of the POA not later than the 10<sup>th</sup> day or earlier than the 60<sup>th</sup> day before the meeting. The notice will be provided by email and it is the responsibility of the Member to keep the Board advised of their correct email address. Notice may also be provided via regular mail and sent to the Members home address. The date, time and place of the meeting will also be posted on the Association's website. Special meetings maybe called from time to time if deemed necessary by the Board. The presence of not less than 10% of the Membership shall constitute a quorum and and shall be necessary to conduct business.

**Article IX, Section 2**, in its entirety, reads as follows:

Special meetings of the POA may be called from time to time if deemed necessary by the Board. No less than one week's notice of a special meeting shall be given, and only that business specified in the notice may be transacted unless otherwise indicated in advance by the Board. Voting requirements as outlined in Section 1 shall apply to any special meetings of the POA.

Article IX, Section 2, in its entirety, is **amended** to read as follows:

No Member will be disqualified from voting in an Association election of board members or on any matter concerning the rights or responsibilities of the Member. The voting rights of a Member may be case or given in person or by proxy, by absentee ballot or electronic ballot (if proper procedures and

capabilities are in place) and are to be in according with the Texas Property Code. Any ballot cast in an election or vote by a Member must be in writing and signed by the Member except for uncontested races. If proper procedures and capabilities are in place, electronic votes cast under the procedures in Texas Property Code Section 209.00592 constitute written and signed ballots. In the event the Board fails to call an annual meeting for the purpose of a mandatory election, a member may demand a meeting pursuant to Texas Property Code Section 209.014. Absentee ballots will include the proposed actions (and allow a yes/no vote), and will provide instructions with regard to its remittance. In addition, absentee ballots will be so noted: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor of these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail." A member who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person may not tabulate or otherwise be given access to the ballots case in the election. The person named to tabulate votes in an Association election may not disclose to any other person how an individual voted unless as a part of a recount process. Any Member may, not later than the 15<sup>th</sup> day after the date of the meeting at which the election was held, require a recount of the votes. A demand for recount must be submitted in writing. Any recount must comply with Texas Property Code Section 209.0057.

**Article IX, Section 3**, in its entirety, reads as follows:

Notice of meetings may be given by (a) regular mail to each Member's address as it appears on the membership of the POA, or (b) electronic mail to any Member who has provided the POA with an email address.

Article IX, Section 3, in its entirety, is **amended** to read as follows:

The presence of not less than 10% of the membership shall constitute a quorum and shall be necessary to conduct the business of the Association; but a lesser number may adjourn the meeting for a period of not more than 2 weeks from the date scheduled by the Board and the Board shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. Proxies are to be counted as a member present and voting for the purpose of establishing a quorum only for the purpose of the proxy. Absentee ballots and electronic ballots (if proper procedures and capabilities are in place) are to be counted as a Member present and voting for the purpose of establishing a quorum only for items



appearing on the ballot. A quorum as herein set forth shall be required at any adjourned meeting.

**Article IX, Section 4**, in its entirety, reads as follows:

Any Board Officer may call a meeting of the Board whenever the need arises. All business to be conducted at a Board meeting shall be stated in the notice, which will typically be issued by the President. Board meetings are closed meetings unless a specific sub-committee of the Board or a specific Owner is requested to attend for input into an issue being considered by the Board. This procedure will be followed in order to maintain confidentiality of personal information that may be discussed.

**Article IX, Section 4**, in its entirety, is **amended** to read as follows:

Any Board Officer may call a meeting of the Board whenever the need arises. Regular and special board meetings will be open to Members. The Board may meet in executive session without notice to consider routine administrative matters and matters of emergency and unforeseen necessity. These would include but are not limited to actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the POA's attorney, matters involving invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. To facilitate such meetings, the Board may meet by any method of communication (telephonic or electronic), which allows all of the directors to hear and communicate with each other. If the Board chooses to meet in private, any decision made by the Board in an executive session will be summarized orally, in general terms, within an open meeting (without breaching privacy concerns) and each summary will be included in the written general meeting minutes. The oral summary will include a general explanation of expenditures approved by the Board, if any, in the executive session. Written minutes of the Board meetings will be kept and made available to the Members in accordance with the Association's Records Policy.

**Article IX, Section 5**, in its entirety, reads as follows:

The presence of a majority of the Board of Officers shall constitute a quorum at any meeting of the Board.

**Article IX, Section 5**, in its entirety, is **amended** to read as follows:

Members shall be given notice of the date, time, and place of a Board of Director's meeting. The notice will include the general subjects to be discussed at the Board meeting and must include a general description of any

matters that will be brought up in an executive session. Notice to the Members will be provided:

- 1) By mail (no later than 10 days or earlier than 60 days before the meeting); or
- 2) By posting a conspicuous notice on common property (at least 72 hours before the start of the meeting); or
- 3) By posting the notice on the Association's website and emailing owners who have provided an email address (at least 72 hours before the start of the meeting).

**6. Article X, Section 4**, in its entirety, reads as follows:

Owners who purchase a Lot in the addition after June 1 will pay at the closing of the purchase of the Lot a pro-rated portion of the current fiscal year's Annual Assessment. Assessments will be due when the Owners take possession of the Lot. Unpaid Assessments will incur a 1% penalty per month until paid and all voting rights will be suspended until paid in full, including all applicable penalties, and collection fees.

**Article X, Section 4**, in its entirety, is **amended** to read as follows:

Owners who purchase a Lot in the addition after June 1 will pay at the closing of the purchase of the Lot a pro-rated portion of the current fiscal year's Annual Assessment. Assessments will be due when the Owners take possession of the Lot. Unpaid Assessments will incur a 1% penalty per month until paid.

**7. Article XI, Section 4**, in its entirety, reads as follows:

The initial Architectural Control Committee (ACC) will have three (3) Members appointed by the Declarant to serve a term of three (3) years in order to promote consistency and continuity in the adherence to the Restrictions and ACC Guidelines as homes are being built in the Subdivision beginning June 1, 2008. The three (3) positions will consist of a Chairman, Vice Chairman and Secretary. All financial transactions will be turned over to the Treasurer of the POA for deposit and disbursement. Only current residents of the community will be eligible to serve on the ACC.

**Article XI, Section 4**, in its entirety, is **amended** to read as follows:

The initial ACC will have three (3) Members appointed by the Declarant to serve a term of three (3) years in order to promote consistency and continuity in the adherence to the Restrictions and ACC Guidelines as homes are being built in the Subdivision beginning June 1, 2008. The three (3)

positions will consist of a Chairman, Vice Chairman, and Secretary. All financial transactions will be turned over to the Treasurer of the POA for deposit and disbursement.

**8. Article XI, Section 4.1, in its entirety, reads as follows:**

During the second quarter 2011, those residents who are in good standing and are current on Assessments may be nominated for a position on the ACC. The current ACC members will have the option to request to remain in a position. The Board will elect the ACC members by majority vote.

**Article XI, Section 4.1, in its entirety, is amended to read as follows:**

All Members are eligible to serve on the ACC. During the second quarter 2011, a Member may be nominated or self-nominate for a position on the ACC to be considered by the Board. The current ACC members will have the option to request to remain in a position. The Board will elect the ACC members by a majority vote. An ACC member may be removed from the Board prior to the expiration of his or her term if the Board of Officers is presented with evidence from a governmental law enforcement agency that the Member has been convicted of a felony or crimes of moral turpitude. The member will be automatically removed from the ACC, and is ineligible to serve again. The Board will appoint a new ACC member.

**9. Article XIII, Section 2, in its entirety, reads as follows:**

Any other amendments to this Declaration may be made by Members holding at least two-thirds (2/3) of the votes of the Association, provided that the notice to Members of the meeting discloses that the amendment of the By-Laws is to be considered. At least seven (7) days notice prior to an amendment meeting must be given to all Owners. However, no such amendment will be effective without Declarant's approval until the earlier to occur of the date of the first election of Officers by the Members, or the date on which Declarant ceases to own any Lots.

**10. Article XIII, Section 2, in its entirety, is amended to read as follows:**

Any other amendments to this Declaration may be made by a majority vote of at least 67% of the Members. Members will be notified and the vote taken in a setting and in a manner prescribed by the Texas Property Code.

**11. Article XV, Section 5, Official Records of the Association.**

The Creekview Landing Records Policy supersedes the entirety of this section. The official records of the POA will be retained in accordance with

Any other amendments to this Declaration may be made by a majority vote of at least 67% of the Members. Members will be notified and the vote taken in a setting and in a manner prescribed by the Texas Property Code.

#### **11. Article XV, Section 5, Official Records of the Association.**

Please refer to the Creekview Landing Records Policy. The official records of the POA will be retained in accordance with that policy as well as made available or reproduced for Members, upon request, in accordance with that policy, which was developed and adopted in accordance with the Texas Property Code, Section 209.005.

**The following sections are added to the CC&Rs and supercede any prior language dedicated to these issues:**

#### **Rain Barrels**

The use of rain barrels is permitted provided they meet certain conditions and architectural standards, and must be pre-approved by the ACC, as follows:

- An owner may not install a rainwater harvesting system on ( 1 ) property owned by the POA, ( 2 ) common areas, or (3) an owner's property between the front building line and the street;
- Owners must install devices that are of a color consistent with the home's color scheme and must be of a size, and type pre-approved by the ACC.;
- Devices may not display language or other content that is not typically displayed as manufactured.
- The ACC reserves the right to regulate the size, type, shielding of, and materials used in the construction and/or installation of the device(s) if located on side of house or visible from the street, another lot or common area.

#### **Solar Panels**

Owners may install solar panels with certain limitations. Not permitted are devices that:

- as adjudicated by a court, threaten public health or safety or violate a law;
- is located on property owned or maintained by the POA;
- is located in a common area;
- is located anywhere but on the owner's roof (on home or other allowed structure) or in owner's fenced yard or patio;
- if mounted on the roof:
  - extends beyond the roofline,
  - has an edge that is not parallel to the roofline,

- does not conform to the slope of the roof, or
- is located in an area other than as designated by the POA, unless the alternate location desired by the owner would increase the estimated annual energy production by more than 10%;
- has a frame, support bracket or visible piping or wiring that is not a silver, bronze or black tone commonly available in the marketplace;
- is taller than the fence line;
- is installed in a manner that voids material warranties;
- is installed without prior approval by the ACC
- if the device would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities." Owners may overcome this argument, however, by getting all adjoining owners' written approval.

### **Shingles**

Shingles must be preapproved by the ACC. Owners may install shingles of certain materials made to resist wind and hail, provide heating/cooling efficiency, or generate solar energy. Generally, the shingles will be allowed as long as they:

- resemble other approved shingles in the subdivision,
- are more durable or of better quality than "normal" shingles, and they match the aesthetics of the property surrounding the owner's property.

### **Flags**

Owners may display the U. S., Texas or military branch flag with certain limitations:

- U.S. and Texas flags must be displayed in accordance with the US/Texas flag code;
- Flagpoles (freestanding or attached to a dwelling) must be constructed of permanent, long-lasting materials, with an appropriate finish that is harmonious with the dwelling;
- the display must comply with all applicable zoning ordinances, easements, and setback requirements;
- flag and flagpole be maintained in good condition and any deteriorated flag or structurally unsafe flagpole be repaired, replaced, or removed;
- one flagpole per property is allowed that is not more than 20 feet in height;
- the size, location and intensity of any lights used to illuminate a flag must be preapproved by the ACC;
- reasonable restrictions on noise caused by an external halyard (hoisting rope) or flagpole will be observed; and
- owners may not locate flags in common areas

## **Religious Displays**

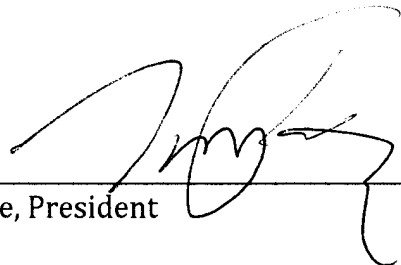
An owner may display a religious display on the front door or doorframe with certain limitations. The religious display may not:

- contain language or graphics patently offensive to a passerby;
- be larger than 25 cumulative square inches in size or
- use a material or color for an entry door that is prohibited by the governing documents.

If an Owner violates the rules, the POA will contact to owner to request that the display be removed. The POA reserves the right to remove religious displays if the Owner does not comply with these guidelines.

UNOFFICIAL

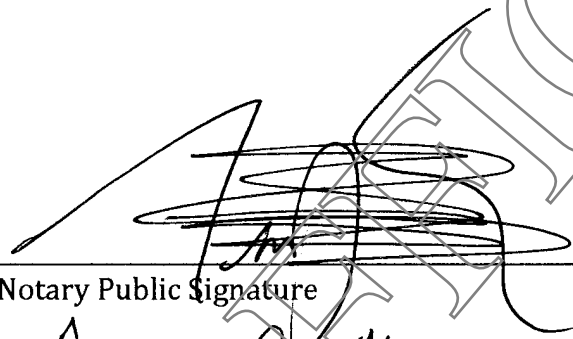
CREEKVIEW LANDING PROPERTY OWNERS' ASSOCIATION

By:   
Tim Doyle, President

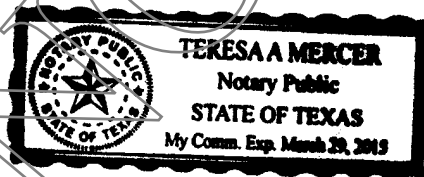
THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2012, by Tim Doyle, President of Creekview Landing Property Owners' Association, a Texas corporation, on behalf of said corporation.

  
Notary Public Signature

*Teresa A. Mercer*  
NOTARY



# Creekview Landing Property Owners Association (POA)

## POA Records

### **I. Purpose:**

This policy is intended to set forth the Creekview Landing records retention schedule and the process by which individual property Owners may access certain POA records in accordance with the applicable state laws of Texas. This policy is commensurate with Texas Property Code Section 209.005, as effective January 1, 2012, as it pertains to records retention, inspection and reproduction.

### **II. Policy:**

1. **Records Retention.** The following records shall be maintained in electronic or print format, as follows:
  - Certificates of Formation, Declarations and amendments to same – permanently.
  - Financial records - 7 years
  - Account records of Owners – 5 years
  - Contracts with a term of one year or more – 4 years after the expiration of the contract term.
  - Minutes of meetings of the Board and Owners – 7 years
  - Tax returns and audit records – 7 years
2. **Records Review and Reproduction.** The POA shall make the records of the POA, including financial records, open to and reasonably available for examination or reproduction by an Owner, or a person designated in writing and signed by the Owner as the Owner's agent, attorney, or certified public accountant. All records (not protected by an individual's right to privacy) are reviewable except as outlined below:

An Owner is not entitled to inspect or obtain from the POA copies of information contained in the record which pertains to the following:

- Attorney files and records relating to the POA, excluding invoices requested by an Owner under Section 209.008(d), are not records of the POA and are not subject to inspection or reproduction by the Owner. If a document in an attorney's files and records relating to the POA would be responsive to a legally authorized request to inspect or copy POA documents, the document shall be reproduced using the copy from the attorney's files and records if the POA has not maintained a separate copy of the document. Texas law does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.
- The POA is not required to produce or reveal personal information about an Owner including their violation history, payment history, personal financial information, and contact information (except address). Information regarding violation history or payment history may be produced in a summary form, which does not identify individual property Owners. Records of individual Owners will only be produced if:



- a) The express written approval of the Owner whose records are the subject of the request for inspection is provided to the POA;
  - b) A court orders the release of the records or orders that the records be made available for inspection.
- An Owner or the Owner's representative, as described above, must submit a written request for access to information by certified mail, with sufficient detail describing the POA's records requested, to the mailing address of the POA. The request must contain an election either to inspect the records before obtaining copies or to have the POA copy and forward the requested records and:
    - a) If an inspection is requested, the POA will respond within 10 business days after receipt of the request, providing the dates and times the records will be made available and the location of the records to extent those records are in the possession, custody, or control of the POA. The POA and the Owner shall arrange for a mutually agreeable time to conduct the inspection.
    - b) If copies of identified records are requested, the POA shall, to the extent those records are in the possession, custody, or control of the POA, produce the requested records for the Owner on or before the 10<sup>th</sup> business day after the date the POA receives the request, except as otherwise excluded.
  - If the POA is unable to produce the records requested on or before the 10<sup>th</sup> business day after the date the POA received the request, the POA must provide to the requestor written notice that:
    - a) Informs the requestor that the POA is unable to produce the information or before the 10<sup>th</sup> business day after the date the POA received the request; and
    - b) States a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15<sup>th</sup> business day after the date notice as described above is given.
  - For the purposes of inspection, "business day" means a day other than Saturday, Sunday or a state or federal holiday.
  - The POA may produce records requested in hard copy, electronic, or other format reasonably available to the POA.
  - In accordance with this policy and Texas law, Owners may request copies of allowable records. As such, the POA will charge for the compilation, production,

and reproduction of requested information. Costs must be paid in advance and an estimated cost will be provided to the requestor by the POA. If the estimated costs of compilation, production and reproduction are lesser or greater than the actual costs, the POA will submit a final invoice to the Owner on or before the 30<sup>th</sup> business day after the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts if not reimbursed to the POA before the 30<sup>th</sup> business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the Owner.

- The maximum cost that can be charged by the POA is the cost charged by the state of Texas for providing copies of public information which is found in Title 1, Part 3, Chapter 70, Rule 70.3 of the Texas Administrative Code and the Creekview Landing POA hereby adopts this schedule of cost, as follows:

**Copies:** 10 cents per page, for a regular 8.5" x 11" page  
50 cents per page, for pages 11" x 17" or greater  
Actual cost, for specialty paper (color, photograph, map, etc.)  
\$1.00 for each CD or audio cassette and \$3.00 for each DVD

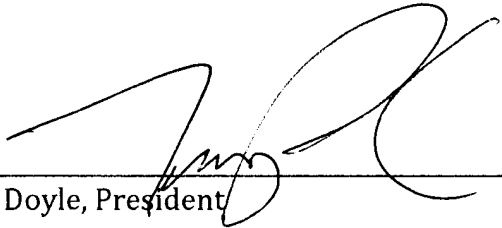
**Labor:** \$15.00 per hour, actual time to locate, compile and reproduce  
(can only charge if record is greater than 50 pages in length)

**Overhead:** 20% of the total labor charge (can only charge if record is greater than 50 pages in length).

**Materials:** Actual costs of labels, boxes, folders, and other supplies used in producing the records along with postage for mailing the records.

The Policy is effective upon the later of recordation in the Public Records of Collin County and January 1, 2012, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Creekview Landing POA shall remain in full force and effect.

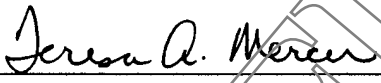
CREEKVIEW LANDING PROPERTY OWNERS' ASSOCIATION

By:   
Tim Doyle, President

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on 14<sup>th</sup> day of March, 2012, by Tim Doyle, President of Creekview Landing Property Owners' Association, a Texas corporation, on behalf of said corporation.

  
Notary Public Signature



# Creekview Landing Property Owners Association, Inc.

## PAYMENT PLAN POLICY

### I. Purpose:

It is the intention of the Board of Directors to establish a policy that allows individual property owners the ability, when necessary, to pay any amounts owed to the Creekview Landing POA over time in a manner that is in accordance with the applicable laws of Texas. This policy has been written to comply with the Texas Property Tax Code Section 209.0062, as effective January 1, 2012, as it pertains to alternative payment plans for assessments, late charges, interest, attorney's fees, and fines.

### II. General:

The Board of Directors wants to ensure that when unusual circumstances are presented that force an individual property owner to be unable to pay their annual assessment dues and other charges to their account immediately, that the alternative payment plans offered are clearly defined by this Policy and conform to Texas law.

### III. Policy:

1. Subject to Paragraph 11 below, property owners are entitled to make partial payments for delinquent amount owed to the Creekview Landing POA under a written Payment Plan in compliance with this policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Creekview Landing POA may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Creekview Landing POA can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Creekview Landing POA and signed by the property owner.
4. The Payment Plan becomes effective and is designated as "active" upon;
  - a. Receipt of a fully completed and signed Payment Plan form; and
  - b. Receipt of the first payment under the plan, and
  - c. Acceptance by the Creekview Landing POA Board of Directors as compliant with this Policy.

5. A Payment Plan may be as short as three (3) months, and as long as six (6) months.
6. A Payment Plan must include sequential monthly or quarterly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments in full by the due date in addition to the payments specified in the Payment Plan.
8. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Creekview Landing POA will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Creekview Landing POA, the Creekview Landing POA may waive the default under item b, c, or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Creekview Landing POA may, but has no obligation to provide a courtesy notice to the owner of the missed or short payment.

9. On a case-by-case basis, the Creekview Landing POA may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.

10. If a Payment Plan is voided, the full amount due by the owner shall immediately become due, including all suspended late fees, penalties, or other charges. The Creekview Landing POA will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.

11. The Creekview Landing POA has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

The Policy is effective upon the later of recordation in the Public Records of Collin County and January 1, 2012, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Creekview Landing POA shall remain in full force and effect.

UNOFFICIAL

# Creekview Landing Property Owners Association, Inc.

## PAYMENT PLAN FOR PROPERTY OWNERS DELINQUENT IN THE PAYMENT OF REGULAR MAINTENANCE FEES AND/OR SPECIAL ASSESSMENT FEES

IT IS THE INTENT OF THE PARTIES TO THIS PAYMENT PLAN  
THAT THIS PAYMENT PLAN SHALL COMPLY  
WITH SECTION 209.0062, TEXAS PROPERTY TAX CODE

### A. Parties to Payment Plan

Association: Creekview Landing Property Owners Association, Inc.

Mailing Address: P.O. Box 138 McKinney, Texas 75071

Contact Person/Phone: Bill Schleusner 214-395-8054

Owner(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person/Phone \_\_\_\_\_

### B. Property Involved in Payment Plan

Lot(s): \_\_\_\_\_ Block: \_\_\_\_\_ Section: \_\_\_\_\_ of Creekview Landing  
Development, Collin County Texas; Filing Information: Vol 2008 Page 544

### C. Itemization of Amounts Due on Effective Date of Payment Plan

1. Regular Assessments for years: \_\_\_\_\_ \$ \_\_\_\_\_
2. Special Assessments for years: \_\_\_\_\_ \$ \_\_\_\_\_
3. Penalties/Late Fees: \_\_\_\_\_ \$ \_\_\_\_\_
4. Interest: \_\_\_\_\_ \$ \_\_\_\_\_
5. One Time Payment of Preparation of Payment Plan and Filing of Payment Plan with Collin County: \$50.00

**TOTAL DUE UNDER PAYMENT PLAN:** \$ \_\_\_\_\_

**D. Agreement Pay Monthly Payments**

1. The parties hereto stipulate and agree that on the effective date of this Payment Plan that the total currently due, being \$ \_\_\_\_\_, shall be paid in \_\_\_\_\_ monthly payments with the first monthly payment of \$ \_\_\_\_\_ due on the \_\_\_\_ day of each month, starting on \_\_\_\_\_, 201X.
2. Owner further stipulates and agree that all current regular assessments, payable monthly, in the amount of \$ \_\_\_\_\_ shall continue to be paid timely. Should the current regular assessments not by paid timely, then this Payment Plan will deemed in default.
3. The Owner shall be responsible to pay a flat fee of \$50.00 for preparation of the Payment Plan and Filing the Payment Plan with Collin County, which shall be due upon the execution and return to the Association by the Owner with Owner's first payment under the Payment Plan.
4. During the existence of this Payment Plan, and provided that Owner shall not be in default of this Payment Plan, no additional "monetary penalties" shall be charged to the Owner. For the purpose of this Payment Plan, "monetary penalties" does not include reasonable costs associated with administering the Payment Plan or interest.

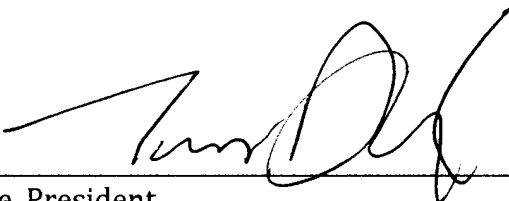
**E. Default of Payment Plan**

1. Owner shall be in default if owner fails to pay any payment due under this Payment Plan.
2. Upon default, the Association shall send a letter to Owner advising Owner of default and giving notice that all amounts due under the Payment Plan, together with any additional amounts due as provided for by this Payment Plan, shall be paid in full within thirty (30) days of the letter. This letter shall be sent by first class mail and certified, return receipt requested, and shall give the Owner notice of the Owner's default and delinquency and make demand for Owner to pay, in full, within thirty (30) days of the date of the letter, all amounts due under the Payment Plan. If the Owner has not paid all amounts due in such time, then the Association will, at its discretion, take further legal action to enforce its rights and seek judicial foreclosure of the maintenance fee lien provided by the deed restrictions.
3. Upon default, the Association shall have the right to file this Payment Plan in the Official Public Records of the County Clerk of Collin County, Texas
4. The letter referenced in this Payment Plan shall comply with Chapter 209, Texas Property Tax Code.

**F. General Terms and Conditions**



CREEKVIEW LANDING PROPERTY OWNERS' ASSOCIATION

By:   
Tim Doyle, President

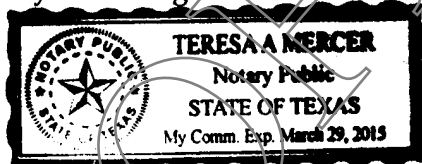
THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on 14<sup>th</sup> day of March, 2012, by Tim Doyle, President of Creekview Landing Property Owners' Association, a Texas corporation, on behalf of said corporation.



Notary Public Signature



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
03/14/2012 01:25:42 PM  
\$112.00 CLUNA  
20120314000297490



