

SECOND SUPPLEMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
STILLWATER CANYON
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE

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

THIS SECOND SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR STILLWATER CANYON PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "Notice") is made this 15th day of November, 2011, by Stillwater Canyon Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, CL Texas, L.P., a Texas limited partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon" at Volume 2003191, Page 9440 *et seq.* of the Real Property Records of Dallas County, Texas, as supplemented and amended from time to time (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in 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, on or about October 20, 2008, the Association recorded a Notice of Filing of Dedicatory Instruments for Stillwater Canyon as Document No. 20080336391 of the Real Property Records of Dallas County, Texas (the "Notice"); and

WHEREAS, on or about June 9, 2011, the Association recorded a First Supplement to Notice of Filing of Dedicatory Instruments for Stillwater Canyon as Document No. 201100146923 of the Real Property Records of Dallas County, Texas (the "First Supplement"); and

WHEREAS, the Association desires to supplement the Notice to include the dedicatory instruments attached 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 Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

STILLWATER CANYON HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit corporation

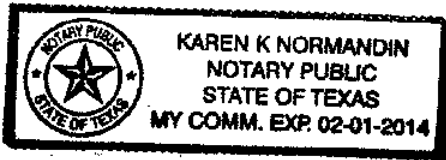
By: Barbara Losey
Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Losey, Secretary of Stillwater Canyon Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14 day of November, 2011.



Karen K Normandin
Notary Public, State of Texas
2/1/14
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

Exhibit "A"

Dedicatory Instruments

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Rescission of Collection Policies
- A-5 Email Registration Policy
- A-6 Solar Energy Device Guidelines
- A-7 Rainwater Collection Device Guidelines
- A-8 Roofing Materials Guidelines
- A-9 Flag Display Guidelines
- A-10 Religious Item Display Guidelines

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (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.

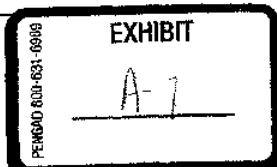
1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

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.

5. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon and the Bylaws of Stillwater Canyon Homeowners Association, Inc. are hereby incorporated herein by reference.



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 November 1, 2011, and has not been modified, rescinded or revoked.

DATE: 11/1/11

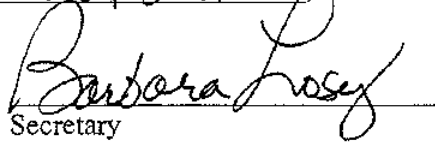

Secretary

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Declaration of Covenants, Conditions, and Restrictions for Stillwater Canyon (the “Declaration”), the Bylaws of Stillwater Canyon Homeowners Association, Inc. (the “Bylaws”), the Articles of Incorporation of Stillwater Canyon Homeowners Association, Inc. (the “Articles”), Architectural Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

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

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

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

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

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (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.

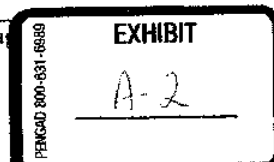
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, 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:



Stillwater Canyon Homeowners Association, Inc.
c/o Lone Star Association Management, Inc
2500 Legacy Drive, Suite 220
Frisco, Texas 75034

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 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th 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 \times .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 30th 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 Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon and the Bylaws of Stillwater Canyon Homeowners Association, Inc. are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying 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 November, 2011 and has not been modified, rescinded or revoked.

DATE: 11/1/11

Barbara Losey
Secretary

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (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 established 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").

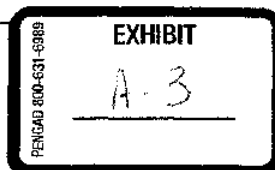
1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

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's management company.



- b) Term. The term of the payment plan or schedule is six (6) months and the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments.
- c) Date of Partial Payments under Plan. The Owner must submit the first monthly 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 installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.
- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan

schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon and the Bylaws of Stillwater Canyon Homeowners Association, Inc. are hereby incorporated herein by reference.

7. 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 November 1, 2011, and has not been modified, rescinded or revoked.

DATE: 11/1/11

Barbara Rosey
Secretary

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

RESCISSION OF COLLECTION POLICIES

WHEREAS, the Texas Legislature passed House Bill 1228 which amends Chapter 209 of the Texas Property Code by adding Sections 209.0092 and 209.0063 effective January 1, 2012; and

WHEREAS, effective January 1, 2012, Section 209.0092 changes the collection procedure for property owners associations by requiring associations to utilize an expedited judicial process in order to foreclose their assessment liens; and

WHEREAS, effective January 1, 2012, Section 209.0063 establishes a statutory priority of payments schedule for payments received by a property owners association from an owner.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the policies and procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, as of January 1, 2012, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (the "Association") repeals any and all existing collection policies and application of payments policies and replaces them with the procedures set forth in Sections 209.0092 and 209.0063 of the Texas Property Code. Effective January 1, 2012, all collection actions and application of payments will conform to Chapter 209 of the Texas Property Code.

IT IS FURTHER RESOLVED that this Rescission of Collection Policies 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 November, 2011, and has not been modified, rescinded or revoked.

DATE: 11/1/11

Barbara Losey
Secretary



STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (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

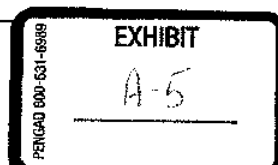
WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

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 "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. 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 email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may use an owner's registered e-mail address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. 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 Email 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 November 1, 2011, and has not been modified, rescinded or revoked.

DATE: 11/1/11

Barbara Rosey
Secretary

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

SOLAR ENERGY DEVICE GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

WHEREAS, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices; and

WHEREAS, Article VIII, Section 14 of the Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon contains a restriction related to solar collector panels which is inconsistent with Section 202.010 of the Texas Property Code.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

- A. An owner may not install a solar energy device that:
1. as adjudicated by a court:
 - a. threatens the public health or safety; or
 - b. violates a law;
 2. is located on property owned or maintained by the Association;
 3. is located on property owned in common by the members of the Association;
 4. is located in an area on the owner's property other than:
 - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
 - b. in a fenced yard or patio owned and maintained by the owner;
 5. if mounted on the roof of the home:
 - a. extends higher than or beyond the roofline;
 - b. is located in an area other than an area designated by the Association, unless 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;

- c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
- d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

6. if located in a fenced yard or patio, is taller than the fence line;

7. as installed, voids material warranties; or

8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Solar Energy Device Guidelines are 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 November 1, 2011, and has not been modified, rescinded or revoked.

DATE: 11/1/11

Barbara Losey
Secretary

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

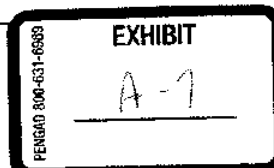
RAINWATER COLLECTION DEVICE GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

- A. An owner may not install a rain barrel or rainwater harvesting system if:
1. such device is to be installed in or on property:
 - (a) owned by the Association;
 - (b) owned in common by the members of the Association; or
 - (c) located between the front of the owner's home and an adjoining or adjacent street; or
 2. the barrel or system:
 - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
 - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
 2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.
- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the




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

- D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

IT IS FURTHER RESOLVED that these Rainwater Collection Device Guidelines are 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 November 4, 2011, and has not been modified, rescinded or revoked.

DATE: 11/1/11


Secretary

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

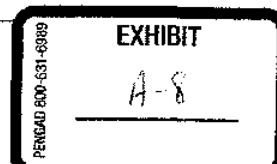
ROOFING MATERIALS GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain roofing materials.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for certain roofing materials.

- A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
1. are designed to:
 - (a) be wind and hail resistant;
 - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
 - (c) provide solar generation capabilities; and
 2. when installed:
 - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and
 - (c) match the aesthetics of the property surrounding the owner's property.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.



IT IS FURTHER RESOLVED that these Roofing Materials Guidelines are 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 November 4, 2011 and has not been modified, rescinded or revoked.

DATE: 11/1/11

Barbara Losey
Secretary

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

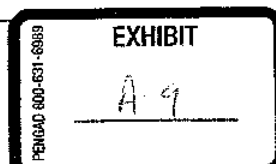
FLAG DISPLAY GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for flag displays.

- A. An owner or resident may display:
 - 1. the flag of the United States of America;
 - 2. the flag of the State of Texas; or
 - 3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
 - 1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
 - 2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 - 3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
 - 4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
 - 5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
 - 1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
 - 2. an owner may not install more than one flagpole on the owner's property;



3. any flag displayed must not be greater than 3' x 5' in size;
4. an owner may install lights to illuminate a displayed flag so long as such lighting does not constitute a nuisance;
5. an owner may not locate a displayed flag or flagpole on property that is:
 - (a) owned or maintained by the Association; or
 - (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Flag Display Guidelines are 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 November, 2011, and has not been modified, rescinded or revoked.

DATE: 11/2/11

Barbara Lopez
Secretary

STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.

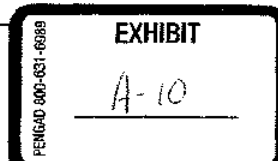
RELIGIOUS ITEM DISPLAY GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's 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, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on the display of religious items.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines to govern the display of religious symbols.

- A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:
 - 1. threatens the public health or safety;
 - 2. violates a law;
 - 3. contains language, graphics, or any display that is patently offensive to a passerby;
 - 4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - 5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;
- 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(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.



IT IS FURTHER RESOLVED that these Religious Item Display Guidelines are 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 November 1, 2011, and has not been modified, rescinded or revoked.

DATE: 11/1/11

Barbara Losey
Secretary

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
11/16/2011 02:53:26 PM
\$120.00
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**ADOPTION OF REVISED DELINQUENT ASSESSMENT
COLLECTION POLICY, REVISED SUSPENSION OF
RIGHT TO USE COMMON AREA POLICY
AND
ESTABLISHMENT OF HEARING COMMITTEE FOR
VIOLATION OF RESTRICTIONS, BY-LAWS AND RULES**

Due to the recent implementation of the Texas Residential Property Owners Protection Act, the Board of Directors of Stillwater Canyon Homeowners Association, Inc. (the "Association") at a special meeting duly called for said purpose enacted the following revisions and policies to the collection policies and practices of the Association in order to bring the Association into compliance with current statutory guidelines and to clarify the Association policies. Accordingly, the following rules have been adopted by the Board of Directors effective immediately.

1. Required Notice Before Enforcement Action.

The Association or its agent shall give an Owner who in the opinion of the Board of Directors is in violation of Restrictions, By-Laws and/or Rules of the Association written notice of such violation ("Required Notice") by certified mail, return receipt requested, before the Association may:

- (a) Suspend an Owner's right to use a Common Area;
- (b) File suit against an Owner (excluding a suit to collect a regular or special assessment or foreclose under the Association's lien);
- (c) Charge an Owner for damage to Common Areas or property owned by the Association; and/or.
- (d) Levy a fine for a violation of any Restrictions, By-Laws or Rules of the Association.

2. Contents of Required Notice.

The Required Notice must:

- (a) Describe the violation or property damage that is the basis for the suspension action, charge or fine and state any amount due the Association from the Owner; and
- (b) Inform the Owner that:
 - (i) the Owner is entitled to a ten (10) day period to cure the violation, if the violation is monetary in nature, and a thirty (30) day period to cure the

violation, if it is non-monetary in nature, unless the Owner had been given notice and opportunity to cure a similar violation within the preceding six (6) months, in which event, the Owner will be given only three (3) days written notice to cure the violation (whether monetary or non-monetary in nature) provided, however, to the extent permitted by applicable law the foregoing notice and opportunity to cure period does not preclude the Association from filing a lawsuit during any cure period in order to seek a temporary and/or permanent injunction to enjoin Owner from any violations of Restrictions, By-Laws or Rules of the Association which are non-monetary in nature;

- (ii) the Owner may request a hearing before the Hearing Committee (herein so called) on the alleged violation or property damage by providing a written request for a hearing sent certified mail, return receipt requested to the Association provided such written request by the Owner is sent on or before the 30th day after the date the Owner receives the Required Notice; and
- (iii) the Owner has the right to appeal the Hearing Committee's decision to the Board of Directors by written notice to the Board of Directors sent certified mail, return receipt requested, postage prepaid, to the Association within ten (10) days after Owner's receipt of written notice of the Hearing Committee's decision.

3. Establishment of Hearing Committee

The Association hereby establishes a Hearing Committee to be composed of up to five (5) members to be appointed by the Board of Directors. Members of the Board of Directors may be members of the Hearing Committee. The term of membership to the Hearing Committee will be until the earlier of (i) resignation by a member in writing or (ii) replacement of the member by the Board of Directors. Members of the Hearing Committee will serve at the pleasure of the Board of Directors and may be replaced or removed from time to time by the Board of Directors without cause. A quorum of the Hearing Committee for the purpose of a hearing for violation of Restrictions, By-Laws and/or Rules of the Association shall be no less than two members

4. Hearing Procedures

- (a) If an Owner is entitled to an opportunity to cure a violation of Restrictions, By-Laws and/or Rules of the Association, the Owner has the right (subject to Section 2(b)(ii)) to submit a written request (pursuant to Section 2(b)(ii)) for a hearing to discuss and verify facts and resolve the matter in issue before the Hearing Committee or before the Board of Directors if the Board of Directors does not appoint members to the Hearing Committee..

- (b) Provided the Owner has timely sent the requisite notice set forth in Section 2 b (ii), the Hearing Committee shall hold a hearing not later than the 30th day after the date the Board of Directors receives the Owner's written request for a hearing and shall notify the Owner of the date, time and place of the hearing not later than the 10th day before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, 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. The Owner or the Association may make an audio recording of the meeting.
- (c) The notice and hearing provisions of Sections 1, 2 and 4 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. If a suit is filed relating to a matter to which Owner is entitled to a hearing under this Section 4, a party to the suit may file a motion to compel mediation. The Required Notice and hearing provisions of Sections 1, 2 and 4 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. The temporary suspension is effective until the Board of Directors makes a final determination on the suspension action after following the procedures prescribed by this Section 4.
- (d) An Owner or the Association may use alternative dispute resolution services.

5. Attorney's Fees

- (a) The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing Restrictions or Bylaws or Rules of the Association only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain.
- (b) An Owner shall not be liable for attorney's fees incurred by the Association relating to a matter described by the Required Notice under Section 1 if the attorney's fees are incurred before the conclusion of the hearing under Section 4 above or, if the Owner does not request a hearing under Section 2(b)(ii) above, before the date by which the Owner must request a hearing. The Owner's presence is not required to hold a hearing under Section 4.
- (c) All attorneys' fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its managing agent. Only members of the Board of Directors or the Association's managing agent or employees of its managing agent may be signatories on the account.

- (d) On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the association seeks reimbursement of fees and costs.
- (e) The notice provisions of Sections 1 and 5(a) do not apply to a counterclaim of the Association in a lawsuit brought against the Association by an Owner.

6. Foreclosure.

Any foreclosure must be conducted in accordance with all applicable laws.

7. Additional Rules Related to Assessments

- (a) Semi-annual Assessments are due and payable in full on the first day of January and July. Currently this Association collects Annual Assessments on a (i) semi-annual basis.
- (b) Special Assessments are due and payable as set forth in the notice sent by the Board of Directors.
- (c) Assessments not received by the 10th day following the date they are due will be assessed a \$25.00 late charge.
- (d) If an Owner has an outstanding balance for two or more consecutive months, the Owner [subject to the Required Notice in Sections 1 and 2 and hearing in Section 4, if applicable] is subject to the following:
 - (i) Referral of the delinquent account to the Association's collection attorney.
 - (ii) Recording a notice of the Association's assessment lien against the lot.
 - (iii) Impose interest charges on balances due at a rate equal to the lesser of (A) the maximum lawful rate or (B) 18% per annum from the date due until paid.
 - (iv) Suspension of the Owner's voting rights.
 - (v) Requiring the Owner to pay all assessments by cashier's check or money order.
 - (vi) Foreclosure of the Association's lien on Owner's Lot.
- (e) If an Owner's check to the Association is returned NSF, an NSF charge equal to the lesser of the maximum rate permitted by applicable law or \$25.00 will be assessed and the Association can require all future payments to be made by cashier's check or money order. In addition to the NSF charge, Owner will reimburse the Association any bank charges actually incurred by the Association due to Owner's NSF check.

- (f) Subject to the provisions of Sections 1, 2, 4 and 5 above, the Association will charge the Owner with all reasonable expenses incurred by the Association to collect any delinquency and to enforce this policy, including the attorney's fees.
- (g) Payments received by the Association from an Owner will be applied in the following order if any category has an outstanding balance:
 - (i) First, to pay violation fines, if any;
 - (ii) Then, administrative charges (such as resale certificates, late fees, and NSF charges, if any);
 - (iii) Then, attorney's fees and collection costs, if any;
 - (iv) Then, interest, if any;
 - (v) Then, special assessments, if any; and
 - (vi) Then, regular assessments.

Payments will be applied to the oldest charges in each category, until the category is paid in full.

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STILLWATER CANYON**

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STILLWATER CANYON (this "First Amendment") is made this 1st day of April, 2010, by **STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, CL Texas, L.P. ("Declarant") executed a Declaration of Covenants, Conditions and Restrictions for Stillwater Canyon (the "Original Declaration") made and effective as of the 23rd day of September, 2003, and recorded on or about September 26, 2003 in Volume 2003191, Page 9440-9460 of the Deed Records of Dallas County, Texas; and

WHEREAS, Declarant executed a certain Declaration of Annexation and Supplemental Declaration No. 1 dated January 31, 2005, but effective December 31, 2004, filed of record on or about February 3, 2005 in Volume 2005023, Page 10706 et seq., of the Deed Records of Dallas County, Texas (the "First Supplemental Declaration"); and

WHEREAS, Article X, Section 2 of the Declaration allows the Declaration to be amended by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the total votes, in the aggregate, of the Association; and

WHEREAS, Article X, Section 5 of the Declaration requires certain amendments to the Declaration to be approved in writing by at least seventy-five percent (75%) of the first mortgagees; and

WHEREAS, Owners representing at least seventy-five percent (75%) of the total votes, in the aggregate, of the Association have signed and consented to the following amendment to the Declaration, and at least seventy-five percent (75%) of the first mortgagees have consented in writing to the following amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article II, Section 2 of the Declaration is deleted in its entirety and replaced with the following:

Funding. Subject to the terms of this Article, Declarant, for each Affected Lot owned by Declarant, hereby covenants to pay, and each Owner of any Affected Lot by acceptance

of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay (as a portion of the consideration and purchase money paid by each such Owner for such Affected Lot) to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. To the maximum extent permitted by applicable law, the annual and special assessments, together with costs and reasonable attorney's fees, shall be a charge on the land and shall run with the land and be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Affected Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

Article II, Section 4 of the Declaration is deleted in its entirety and replaced with the following:

Non-payment of Assessments; Remedies of the Association. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or to the extent not otherwise prohibited by the Texas Property Code, foreclose the lien retained herein against the Affected Lot, in accordance with the terms and provisions of: (1) Section 51.002 of the Texas Property Code, as amended, and (ii) Chapter 209 of the Texas Property Code, as amended. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Affected Lot.

Article II, Section 6(b) of the Declaration is deleted in its entirety and replaced with the following:

Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Affected Lot owned by it. The Class B membership shall cease and be converted to Class A membership when Declarant has conveyed the last Affected Lot within the Property, or on January 1, 2015, whichever occurs earlier, or whenever Declarant so determines.

Article II, Section 7 of the Declaration is deleted in its entirety and replaced with the following:

Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members via first class mail, postage prepaid, or delivered to their residences, not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. Except as otherwise expressly provided in the Articles of Incorporation of the Association, at any such meeting called, the presence of members or proxies of the voting representatives entitled to cast ten percent (10%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the

required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting in accordance with the terms and provisions of the immediately preceding sentence). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Article II, Section 9 of the Declaration is deleted in its entirety and replaced with the following:

Funding From Adjacent Lot Owners. The Silver Creek Declarant, for each Adjacent Lot owned by the Silver Creek Declarant, hereby covenants to pay, and each Adjacent Lot Owner of any Adjacent Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay (as a portion of the consideration and purchase money paid by each such Adjacent Lot Owner for such Adjacent Lot) to the Association: (i) the Annual Adjacent Lot Assessments (as hereinafter defined), and (ii) any and all Swim Club Special Assessments (as hereinafter defined) for capital improvements for the benefit of the Swim Club, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. To the maximum extent permitted by applicable law, Annual Adjacent Lot Assessments and Swim Club Special Assessments, together with costs and reasonable attorney's fees, shall be a charge on the land and shall run with the land and be a continuing lien upon the Adjacent Lot against which each such assessment is made. Each such assessment, together with costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Adjacent Lot Owner of such Adjacent Lot at the time when the assessment fell due. The personal obligation for such delinquent assessments shall not pass to the successors in title of such Adjacent Lot Owner unless expressly assumed by them, subject to the terms and provisions of Article II, Section 12 below.

Article II, Section 11 of the Declaration is deleted in its entirety and replaced with the following:

Non-payment of Assessments; Remedies of the Association. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Adjacent Lot Owner personally obligated to pay the same, and/or to the extent not otherwise prohibited by the Texas Property Code, foreclose the lien retained herein against the Adjacent Lot, in accordance with the terms and provisions of: (1) Section 51.002 of the Texas Property Code, as amended, and (ii) Chapter 209 of the Texas Property Code, as amended. No Adjacent Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Swim Club or abandonment of his or her Adjacent Lot.

Article VIII, Section 13 of the Declaration is deleted in its entirety and replaced with the following:

Fences. No fence, wall or hedge shall be erected or maintained on any Affected Lot nearer to the street than the building setback lines for the front and side yards. No fence, wall or hedge shall be erected or maintained on any Affected Lot which shall exceed six (6) feet in height. All fence stains must be a translucent medium brown in color.

Article VIII of the Declaration is amended by adding Section 22 which states as follows:

Yards. Each Owner of an Affected Lot will maintain (including watering, trimming and replacing) the yard, trees and shrubs in a manner comparable with the other Owners of Affected Lots. Each Owner will replace dead or dying trees, shrubs, flowers, lawns and landscape and to the extent an Owner fails to do so, the Association may enter upon the Affected Lot and replace, water and maintain the Owner's landscape and charge the Owner the reasonable cost thereof. Unless otherwise specifically permitted by the Committee, the Owner will not use concrete, pavement, gravel, rock or cacti on more than twenty percent (20%) of any portion of a yard that is visible from adjacent Affected Lots, Common Areas or streets.

Except as modified herein, the Declaration shall remain in full force and effect.

WHEREAS, in affixing their respective signatures to Exhibit "A" hereto, the Owners have demonstrated their individual consent to the aforesaid amendment.

IN WITNESS WHEREOF, a duly authorized officer of the Association has executed this First Amendment as of the date first written above.

**STILLWATER CANYON HOMEOWNERS
ASSOCIATION, INC.**

a Texas non-profit corporation

By:

Name:

Title:

Barbara D. Losey
Barbara D. Losey
Secretary/Treasurer

ACKNOWLEDGEMENT

STATE OF TEXAS §

§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 5th day of April, 2010, by Barbara D. Losey, Secretary/Treasurer of Stillwater Canyon Homeowners Association, Inc., a Texas non-profit corporation.



Emily Day
Notary Public

My Commission Expires: 02-16-2011

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

E-RWBWP@DEC.AM01ST AMEND STILLWATER CANYON

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/08/2010 09:43:35 AM
\$32.00
201000084755**

JF Warren 