

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.
This amends all prior Management Certificates filed for this association

Per Texas Property Code 209.004) (effective September 1,2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Dallas §

1. Name of Subdivision: Stillwater Canyon
2. Subdivision Location: Dallas County
3. Name of Homeowners Association: Stillwater Canyon Homeowners Association, Inc.
4. Recording Data for Association: Plat maps for Stillwater Canyon Homeowners Association, Inc. are listed below
 - Phase 1A is recorded under Document No. 2003191, Page 110
 - Phase 1B is recorded under Document No. 20060060708.
 - Phase 1D is recorded under Document No. 201400291709.
 - Phase V of Silver Creek Crossing are recorded under Volume 2002164, Page 99.

5. Recording Data for Declaration: Declaration of Covenants, Conditions and Restrictions are filed under Volume: 2003191; Pages 9440-9460.

Declaration of Annexation and Supplemental Declaration No. 1 is filed under Document No. 3230269.

Bylaws of Stillwater Canyon Homeowners Association, Inc. were signed on September 20, 2003.

First Amendment to The Bylaws of Stillwater Canyon Homeowners Association, Inc. are filed under Document No. 201000084756.

6. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowner's association:

The below Stillwater Canyon Homeowners Association, Inc. Guidelines, Policies, and Resolutions are filed with and attached to this certificate:

- **Billing Policy and Payment Plan Guidelines**
- **Violation Enforcement Resolution**
- **Records Retention Policy**
- **Records Inspection Policy**
- **Membership Voting Policy**
- **E-mail Registration Policy**
- **Religious Item Display Guidelines**
- **Solar Energy Device Guidelines**
- **Roofing Material Guidelines**
- **Rainwater Collection Devices Guidelines**

- Flag Display Guidelines
- Drought-Resistant Landscaping and Natural Turf Guidelines
- Application of Payments Policy
- Conflict of Interest Policy
- Electronic and Telephonic Action Policy
- Payment Plan Policy
- Standby Electric Generators Guidelines
- Uncurable Violation Enforcement Resolution
- Guidelines for Land Use of Adjacent Lots

7. Mailing Address and Contact Information for the Association and the Managing Agent:
 Spectrum Association Management
 5212 Tennyson Pkwy, #1424
 Plano, TX 7502451
 contact@spectrumam.com
 972-992-3444 Fax: 972-992-3440

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 2 day of March, 2021

<<<Stillwater Canyon Homeowners Association, Inc.>>>

By: Sally Smith
 Sally Smith (of Spectrum Association Management) Managing Agent

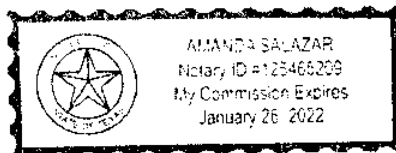
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 2 March, 2021 by
 Sally Smith, representative of Spectrum Association Management, L.P, the Managing Agent for
 Stillwater Canyon Homeowners Association, Inc., on behalf of said Association

[Signature]
 Notary Public, State of Texas

After Recording Return To:
 Spectrum Association Management
 Attn: Transitions
 17319 San Pedro, #318
 San Antonio, TX 78232



STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.
BILLING POLICY AND PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, the Declaration of Protective Covenants (“Declaration”) Stillwater Canyon Homeowners Association, Inc., a Texas non-profit corporation, grants the authority to the Board of Directors (“the Board”) to establish a budget, set the amount of the assessments, and adopt a procedure to bill and collect assessments and other charges of the Association; and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts these Guidelines for the purposes of establishing a procedure to bill for assessments and other charges of the Association and identify the guidelines under which an owner may request an alternative payment schedule for certain assessments and charges; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Guidelines;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the attached Billing Policy and Payment Plan Guidelines. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained therein.

I hereby certify that, as Ti-Shara Brown Certification of the Stillwater Canyon Homeowners Association, Inc., the attached Billing Policy and Payment Plan Guidelines were approved on the 25th day of February, 2021 at a meeting of the Board of Directors at which a quorum was present.

Signature: Ti-Shara Brown
Printed Name: Ti-Shara Brown
Title: President
Date: 02/25/2021

**STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC.
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

I. BILLING POLICY

1. **ASSESSMENT PERIOD**

The Board of Directors ("Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. **NOTICE**

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association's records.

3. **DUE DATE**

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such time as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

4. **INTEREST**

If the assessment is not paid by the due date, the assessment may bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. **LATE FEES**

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

6. **COSTS FOR COLLECTING PAST DUE AMOUNTS**

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to Texas Property Code, the Association may incur or be responsible for third party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

7. **PAST DUE NOTIFICATION**

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owners and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period of more than one hundred and twenty (120) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other amounts outstanding; a period of at least thirty (30) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third party collection agent or attorney if the amount remains unpaid after the referenced thirty (30) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

9. REFERRAL OF ACCOUNT TO A THIRD PARTY - ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information requests such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

11. COMMON AREA

If a hearing is not requested within 30 days from the date the past due notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended.

II. PAYMENT PLAN GUIDELINES

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees imposed prior to a request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;
2. The Association may use its discretion to determine the maximum term of a payment plan;
3. The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;
4. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;
5. All payments shall be due by the date specified in the payment plan;
6. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
7. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;
8. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
9. Pursuant to Section 209.0064(b)(3) of the Texas Property Code the Association is not required to offer a payment plan to an owner after the thirty (30) day period to pay the past due balance in the final notice has expired;
10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
11. The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

III. General Provisions

1. Independent Judgment
Notwithstanding the contents of this detailed policy, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying this policy.
2. Other Rights
This policy is in addition to and is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.
3. Application of Payments
A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.

4. Replacement and Amendment of Policy

This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

**Violation Enforcement Resolution for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCAITION (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs Article VIII, Section 1(h) of the Bylaws. the Board of Directors is authorized to establish and collect penalties and fines for violations of the Governing Documents.


BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement.

EFFECTIVE: FEBRUARY 1, 2021



Authorized Board Member



Date

Violation Schedule for the STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC

<u>Violation Procedure</u>	<u>Status</u>	<u>Action Required</u>
1st notice: Courtesy Notice (regular mail)	1st Reporting/Sighting	10 days to correct
Subsequent Notice for Continued Violation (regular and certified mail)	Non-compliance & No application for extension	10 days to correct then \$25 fine
Subsequent Notice for Continued Violation (regular and certified mail)	Non-compliance & No application for extension	Apply \$25 fine. 10 days to correct then \$50 fine
Subsequent Notice for Continued Violation (regular and certified mail)	Non-compliance & No application for extension	Apply \$50 fine. 10 days to correct then \$75 fine
Subsequent Notice for Continued Violation (regular and certified mail)	Non-compliance & No application for extension	Apply \$75 fine. 10 days to correct then \$100 fine
Final Notice: Final notice per section 209.006 of the Texas Property Code (sent via certified mail) The Board of Directors may authorize the account to be forwarded to the attorney.	Non-compliance & No application for extension Non-compliance & No application for extension	Apply \$100 fine. Fine will continue every 10 days violation is not cured. Attorney will work with owner to correct the violation.

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period, the homeowner shall immediately be referred to the association's attorney.

Attorney Procedure

It is the option of the Board to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for

compliance with the association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. If allowable by law and the association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

**Records Retention Policy for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Records Retention Policy for the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the “Policy”) is adopted by the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the “Association”), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the STILLWATER CANYON HOMEOWNERS ASSOCIATION Board of Directors (the “Board”) on FEBRUARY 1, 2021.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association’s principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association’s records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: FEBRUARY 1, 2021

Authorized Board Member Signature: *Ti-Shara Brown* Date: 02 / 25 / 2021

Records Inspection Policy for the STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Records Inspection Policy for the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the “Policy”) is adopted by the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the “Association”), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the STILLWATER CANYON HOMEOWNERS ASSOCIATION Board of Directors (the “Board”) on FEBRUARY 1, 2021.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
 - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
 - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner’s agent (an “Agent”) of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
 - b. Describe in detail each record requested including the fiscal year to which said record relates;
 - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th 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 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association’s Records Retention policy.

6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: FEBRUARY 1, 2021

Authorized Board Member Signature: Ti-Shara Brown Date: 02 / 25 / 2021

Membership Voting Policy for the STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Membership Voting Policy for the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the "Policy") is adopted by the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE: FEBRUARY 1, 2021

Authorized Board Member Signature: *Ti-Shara Brown* Date: 02 / 25 / 2021

**E-mail Registration Policy for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, The STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation(the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

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

NOW THEREFORE, the Board has duly adopted the following "*E-mail Registration Policy*" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at www.spectrumam.com that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after November 1, 2018.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE: FEBRUARY 1, 2021

Authorized Board Member Signature: *Ti-Shara Brown* Date: 02 / 25 / 2021

**Solar Energy Device Guidelines for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION (referred to as “Association”) and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Solar Energy Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association 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. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee;
 - b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
 - c. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline;
 - d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line;
 - e. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.
2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Brown

Authorized Board Member Signature: _____

Date: 02 / 25 / 2021

**Roofing Material Guidelines for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Roofing Materials

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.011 precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials.
2. Pursuant to Section 202.011 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on roofing materials.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.
 - a. Certain types of roof shingles are designed the prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities.
 - b. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee.
 - c. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision.
 - d. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision.
 - e. The shingles must match the aesthetics of other properties surrounding the owner's property.
4. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

EFFECTIVE DATE: FEBRUARY 1, 2021

Authorized Board Member Signature: Ti-Shara Brown Date: 02 / 25 / 2021

**Rainwater Collection Devices Guidelines for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Rainwater Collection Devices

WHEREAS:

- 1. The Texas Property Code Chapter 202 Section 202.007(d) precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and
- 2. Pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on rainwater harvesting systems.

BE IT RESOLVED THAT:

- 1. In order to comply with Section 202.007(b) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rainwater harvesting devices:
 - a. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
 - b. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
 - c. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
 - d. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
 - e. There must be sufficient areas on the owner's property to install the barrels or system.
- 2. In the event of any conflict between these provisions and any rainwater collection device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Rainwater Collection Device Policy controls.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Brown

Authorized Board Member Signature: _____ Date: 02 / 25 / 2021

Flag Display Guidelines for the STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Architectural Guidelines for Flag Displays

WHEREAS:

1. The Texas Property Code Section 202.012 precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and
2. Pursuant to Section 202.012 of the Texas Property Code, the Board of Directors is permitted to adopt certain guidelines on flag displays.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 202.012 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays:
 - a. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
 - b. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
 - c. A flagpole, whether attached to a dwelling or freestanding, must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
 - d. The flag display must conform to all setbacks, easements, and zoning ordinances.
 - e. Flag poles may be installed in the front yard with the approval of the Architectural Control Committee so long as there is not less than a 15' setback.
 - f. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
 - g. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
 - h. Flag size is limited to 3' x 5'.
 - i. An owner can only place a flagpole or flag on their own property with the approval of the Architectural Control Committee and no other property.
 - j. You must abate any noise that is caused by the external halyard of a flagpole.
- 2.) The American Flag, Texas Flag or flag from one of the United States armed services may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the Architectural Control Committee.
- 3.) In the event of any conflict between these provisions and any flag display restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies and the Declaration, this Flag Display Policy controls.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Browu

Authorized Board Member Signature: _____ Date: 02 / 25 / 2021

Drought-Resistant Landscaping and Natural Turf Guidelines for the STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation(referred to as “Association”), adopt the following resolution:

RE: Architectural Guidelines for Drought-Resistant Landscaping and Natural Turf

WHEREAS:

1. The Texas Property Code Section 202.007 precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant landscaping or water conserving natural turf; and
2. In the best interest of the Association in light of frequent and persistent drought conditions in the area, the Association desires to adopt the following guidelines.

BE IT RESOLVED THAT the Association’s supplementary guidelines on drought-resistant landscaping and water conserving natural turf are as follows:

1. In order to comply with Section 202.007of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for the use of drought-resistant landscaping or water conserving natural turf:
 - a. The Architectural Control Committee (ACC or ARC) will allow variances for xeriscaping as long as 25% of publicly visible area is covered with natural turf and all other guidelines below are met.
 - b. Homeowners must submit an Architectural Control Committee request or a request for a variance to the Architectural Control Committee (as applicable). The request must include details of the project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.
 - c. Non-turf planted areas must be bordered to define the xeriscaped areas clearly from turfed areas.
 - d. Xeriscaped areas must be kept maintained at all times to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
 - e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.
 - f. No plants may encroach onto or over public sidewalks.
 - g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks.
 - h. Urns, pots, and other manmade ornamentation cannot exceed four (4) items in public view.
 - i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.
 - j. Sickly and dying plants must be removed and replaced.
 - k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
2. Xeriscaping - Xeriscaping means using native and adapted plants that grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions.

3. Ground Cover - If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.
4. Plants - Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crushed granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
5. Borders - Xeriscaped areas must be surrounded by a border to clearly define the xeriscaped areas from turf areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the Architectural Control Committee. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
6. Turf Grasses - Homeowners should consider replacing "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
7. Hardscapes - Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb.
8. Landscape Maintenance - Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.
9. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to

any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: FEBRUARY 1, 2021

Authorized Board Member Signature: *Ti-Shara Brown* Date: 02 / 25 / 2021

**Conflict of Interest Policy for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Conflict of Interest Policy

WHEREAS:

1. Section 209.0052 of the Texas Property Code adds limitations relating to an association contracting services from a board member, a board member's Relative, a board member's company, or a board member's Relative's company.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT contracts causing a conflict of interest with a current Director will comply with the following:

1. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, Owned means that a person owns fifty-one percent (51%) or more.
2. The Association may enter into a contract with a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefit above and beyond any benefit received by the entire membership of the community if:
 - a. The Association has received at least two other competitive bids for the contract from persons not associated with the Director, Relative, or company (if reasonably available);
 - b. The applicable Director is not given access to the other bids, does not participate in any Board's discussion regarding the contract, and does not vote on the award of the contract;
 - c. The relationship concerning the applicable Director is disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
 - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.
3. A conflict of interest shall mean, any contract, transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative, or any benefit above and beyond any benefit received by the entire membership of the community.
4. The interest can be either direct or indirect.
5. The benefit is not limited to strictly monetary rewards (e.g. access to information for private gain).

6. If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.
7. The other board members must reexamine the issues with the new information in accordance with this policy.
8. Contracts entered into in violation of this policy are void and unenforceable.
9. A current Director with a conflict of interest will still be counted in determining whether a quorum exists.
10. The Board certifies through this resolution that the requirements of Section 209.0052 have been met.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Brown

02 / 25 / 2021

Authorized Board Member Signature: _____ Date: _____

**Electronic and Telephonic Action Policy for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Membership Voting Policy for the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the “Policy”) is adopted by the STILLWATER CANYON HOMEOWNERS ASSOCIATION (the “Association”), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these restrictive covenants;

NOW, THEREFORE, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

General Procedures:

- 1) Voting Quorum is defined as a majority of the Board positions currently filled.
- 2) Reasonable opportunity is defined as 72 hours .
- 3) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association’s managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
- 4) At any point in time a Director may request an alternate method of voting. The Board of Directors may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board of Directors and the requesting Director.

Email Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents necessary for the decision to be made.
- 2) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 3) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or

- b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

Telephonic Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
- 2) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
- 3) During the telephonic conference, each Director must be able to hear and be heard by all other directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Brown

Authorized Board Member Signature: _____ Date: 02 / 25 / 2021

**Payment Plan Policy for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, The STILLWATER CANYON HOMEOWNERS ASSOCIATION (the “Association”) is charged with administering and enforcing the Declaration of Protective Covenants (the “Declaration”);

WHEREAS, Section 209.0062 of the Texas property Code requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association’s Board of Directors (the “Board”) desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following “**Payment Plan Policy**” (the “Policy”):

1.) Eligibility:

- a. Any owner who has not defaulted under a previous payment plan during the past 12 months from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a “Payment Plan”).
- b. Any owner who has failed to pay in full or enter into a payment plan as described by Chapter 209.0064(b)(3) is not entitled to a payment plan.
- c. Any owner who has received a payment plan in the previous twelve months may be disqualified from consideration for a payment plan.

2.) Duration & Terms

- a. A Payment Plan shall have a minimum term of not less than 3 months;
- b. Association may use its discretion to determine the maximum term of a payment plan;
- c. Association may require a good faith payment of any amount deemed reasonable prior to commencing a payment plan.
- d. Any Eligible Owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
- e. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish to be consider by the Association;
- f. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Association shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.

3.) Execution

- a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.

4.) Fees and Payment

- a. All payments shall be due by the date specified in the Payment Plan;
- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Brown

Authorized Board Member Signature: _____ Date: 02 / 25 / 2021

**Standby Electric Generators Guidelines for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Standby Electric Generators

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.019 prohibits associations from adopting or enforcing certain prohibitions or restrictions on standby electric generators (SEG); and,
2. Pursuant to Section 202.019 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on standby electric generators.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.019 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for standby electric generator devices:
 - a. The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
 - b. The SEG must be installed by a licensed contractor in compliance with all applicable laws, governmental codes, and accepted standards, for all electrical, plumbing and fuel line connections.
 - c. The SEG must be installed and maintained to comply with zoning ordinances and governmental healthy, safety and other codes. If a component of the SEG or the SEG is deteriorated or unsafe then it shall be repaired, replaced or removed as appropriate.
 - d. The Association may restrict the location of the SEG within the guidelines of the law.
 - e. The Association may require the screening of SEG in public view and regulate the size, type, materials and manner of screening for SEG and systems that are visible from the street, another lot, or common area.
 - f. There must be sufficient areas on the owner's property to install the standby electric generator device.
 - g. The generator must only be used when utility-generated power is not available or intermittent to the residence for a continuous period of 6 hours or more. Once power has been restored to the residence and has been available for a continuous period of two hours, the generator may no longer be used.
4. In the event of any conflict between these provisions and any SEG device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Standby Electric Generator policy controls.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Brown

Authorized Board Member Signature: _____ Date: 02 / 25 / 2021

**Uncurable Violation Enforcement Resolution for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Uncurable Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs. Uncurable violation is defined as: A violation that has occurred, but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered to be an adequate remedy.

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Uncurable Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement of Uncurable Violations.
4. All other violations will be governed by the current Violation Enforcement Resolution and are not impacted by this policy.

EFFECTIVE: FEBRUARY 1, 2021

Ti-Shara Brown

02 / 25 / 2021

Authorized Board Member

Date

<u>Violation Procedure</u>	<u>Status</u>	<u>Action Required</u>
Report/Sighting: Fine Assessed and Fine Notice sent (verified mail)	Notice of applied fine and the intent to assess additional fine for any future occurrences	Owner must not repeat action or condition

General Policy

If a homeowner is in violation of an incurable violation as defined in this policy, the above table will govern action taken. All other violations will follow the Association Violation Enforcement Resolution. Incurable violation examples include, but are not limited to: shooting fireworks, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alternation of landscape), and holding a garage sale or other event prohibited by the dedicatory instruments.

Attorney Procedure

The Board, in its best discretion may decide when and if an account is escalated to an attorney or other third party for enforcement. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. If allowable by law or the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the Association's ordinary collection procedure or as permissible by law.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

**Guidelines for Land Use of Adjacent Lots for the
STILLWATER CANYON HOMEOWNERS ASSOCIATION, INC**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Pursuant to the Bylaws of the STILLWATER CANYON HOMEOWNERS ASSOCIATION and the Declaration of Protective Covenants, the Directors of the STILLWATER CANYON HOMEOWNERS ASSOCIATION, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Architectural Guidelines for Land Use of Adjacent Lots

WHEREAS:

- 1.) Section 209.015 of the Texas Property Code restricts the Association from adopting or enforcing a provision in a dedicatory instrument that prohibits a resident's use of an adjacent lot for residential purposes including a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well, and the parking or storage of a recreational vehicle, if allowed by the dedicatory instruments;
- 2.) Pursuant to Section 209.015 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the land use of adjacent lots owned by a common owner.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 209.015 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for Land Use of Adjacent Lots:
 - a. If allowed by the dedicatory instruments, adjacent lots may be used for residential purposes such as a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well, and the parking or storage of a recreational vehicle;
 - b. An adjacent lot owned by a common owner to be used for a residential purpose is subject to approval of the Association or its Architectural Control Committee if such criteria is prescribed in the dedicatory instruments;
 - c. When selling the lot, the owner must include the adjacent lot in the sale, restore the adjacent lot to the original condition before the addition of the improvements allowed hereunder, or sell the adjacent lot separately but only for the purpose of constructing a new residence that complies with the existing requirements in the dedicatory instruments.
- 2.) In the event of any conflict between these guidelines and any use restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Land Use for Adjacent Lots Policy controls.

EFFECTIVE DATE: FEBRUARY 1, 2021

Ti-Shara Brown

Authorized Board Member Signature: _____ Date: 02 / 25 / 2021

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202100059502

eRecording - Real Property

Recorded On: March 03, 2021 10:37 AM

Number of Pages: 37

" Examined and Charged as Follows: "

Total Recording: \$166.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202100059502
Receipt Number: 20210303000166
Recorded Date/Time: March 03, 2021 10:37 AM
User: Kevin T
Station: CC15

Record and Return To:

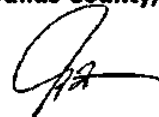
Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW".