AFTER RECORDING, PLEASE RETURN TO:
Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201

CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR CEDAR CREEK PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF SMITH §

The undersigned, as attorney for Cedar Creek Property Owners' Association Inc., a Texas nonprofit corporation, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described in the Declaration of Restrictive Covenants, filed as Instrument No. 2021-202101026362, in the Official Public Records of Smith County, Texas, including any amendments and supplements thereto ("*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

1. ***Policy for Solicitation of Candidates for the Architectural Committee*** **(Exhibit A-1);**

2. ***Procedures for Informing Owners of Architectural Decisions and Exercising the Right to Appeal Architectural Decisions to the Board of Directors*** **(Exhibit A-2);**

3. ***Policy Resolution of the Board of Directors Establishing Criteria for Obtaining Bids of Proposals for Certain Contracts*** **(Exhibit-3);**

4. ***Architectural Guidelines for Drought Resistant Landscaping*** **(Exhibit A-4);**

5. ***Architectural Guidelines for the Installation of Flagpoles and the Display of Flags*** **(Exhibit A-5);**

6. ***Policy Regarding the Collection and payment of Assessments and Other Charges and Fees for Cedar Creek Property Owners' Association, Inc*** **(Exhibit A-6);**

7. ***Resolution of the Board of Directors Regarding the Document Retention Policy*** **(Exhibit A-7);**

8. ***Guidelines for Standby Electric Generators.*** **(Exhibit A-8);**

9. ***Covenant Enforcement and Fine Policy for Cedar Creek Property Owners' Association, Inc*** **(Exhibit A-9);**

10. ***Resolution of the Board of Directors Regarding the Inspection and Copying of Books and Records*** **(Exhibit A-10)*;***

11. ***Architectural Guidelines for the Installation of Certain Roofing Materials*** **(Exhibit A-11)*;***

12. ***Guidelines for the Display of Certain Religious Items*** **(Exhibit A-12)*;***

13. ***Guidelines for the Installation of Swimming Pool Enclosures*** **(Exhibit A-13)*;***

14. ***Guidelines for Security Measures*** **(Exhibit A-14)*;***

15. ***Guidelines for The Installation of Solar Energy Device*** **(Exhibit A-15)*; and***

16. ***Policy for Water Restrictions*** **(Exhibit A-16).**

All persons or entities holding an interest in and to any portion of the Property are subject to the foregoing dedicatory instruments until amended. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified, or amended by the Board of Directors.

IN WITNESS WHEREOF, Cedar Creek Property Owners' Association Inc, has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Smith County, Texas.

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.,
a Texas nonprofit corporation

By:_____
Its: Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Cedar Creek Property Owners' Association Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 21st day of October 2026.

ARMIDA S. MORENO
Notary Public, State of Texas
Comm. Expires 07-23-2028
Notary ID 132572615

_____
Notary Public, State of Texas

Exhibit A-1

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

POLICY FOR SOLICITATION OF CANDIDATES FOR THE ARCHITECTURAL COMMITTEE

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") is the entity responsible for the operation of the Association in accordance with and pursuant to that certain Declaration of Restrictive Covenants, recorded in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*"); and

WHEREAS, the following Policy for the Solicitation of Candidates for the Architectural Committee ("*Policy*") is brought about by changes to Section 209.00507 of the Texas Property Code relating to the solicitation of candidates to the architectural review authority; and

WHEREAS, the Board finds it in the best interest of the Association to promulgate the following Policy.

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established, and the following procedures are hereby adopted to be observed in furtherance of the Policy of the Association:

I. Architectural Committee Candidate Solicitation Process

A. Not later than the 10th (tenth) day before the date the Board takes action to appoint or elect, or meets to elect or appoint a person to serve on the Architectural Committee ("*Committee*"), the Board must provide notice to the Association's Owners that the Board is soliciting persons interested in serving on the Committee. The notice must:

(1) be provided by first class mail to each Owner, or:
(2) be provided by:
  (i) posting it in a conspicuous manner reasonably designed to provide notice to Association Owners
    a) in a place located on the Association's common area property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
    b) on any Internet website maintained by the Association or other Internet media; ***and***

(ii) sending the notice by e-mail to each owner who has registered an e-mail address with the property owners' association.

The notice must contain instructions for a person to notify the Board of the person's interest in serving on the Committee, including the date by which the person's notification must be received by the Board. Such date may not be a date earlier than the 10th (tenth) day after the Board provides the notice described by Subsection A.

B. A person may not be appointed or elected to serve on the Committee if the person is:

(1) a current Board Member;
(2) a current Board Member's spouse; or
(3) a person residing in a current Board Member's household.

C. Only if a vacancy remains on the Committee after each person eligible who timely notifies the Board in accordance with Subsection A is appointed or elected to the Committee, the Board may appoint any person to fill the vacancy, including a person not otherwise eligible under Subsection B.

D. The Board shall exercise its discretionary authority to appoint or elect a person that will fulfill the duties and responsibilities of Committee members as set forth in the Declaration.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes, in all respects, all prior guidelines, policies, and/or resolutions addressing the same or similar subject matter until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed by its duly authorized representative as of October 19, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A-2

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

PROCEDURES FOR INFORMING OWNERS OF ARCHITECTURAL DECISIONS AND EXERCISING THE RIGHT TO APPEAL ARCHITECTURAL DECISIONS TO THE BOARD OF DIRECTORS

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, Section 209.00505 of the Texas Property Code establishes requirements for informing owners in a property owners association of architectural decisions and establishes the right of an owner to appeal a decision by the architectural review committee; and

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") has determined that it would be in the best interests of the Association to establish procedures for informing owners of architectural decisions and exercising the right to appeal; and

NOW THEREFORE BE IT RESOLVED, that the following requirements are hereby established and the following procedures are hereby adopted for informing owners of architectural decisions and exercising the right to appeal:

(1) These Procedures outline and set forth the owner's opportunity to request a hearing after receipt of the Architectural Committee's ("*Committee*") decision to deny an architectural application to the Board.

(2) A decision by the Committee denying or disapproving an architectural application must –

a. be provided to the owner in writing by certified mail, hand delivery, or electronic delivery;
b. describe the basis for the denial or disapproval in reasonable detail and changes, if any, to the application or proposed improvements required as a condition to approval;
c. inform the owner of the right to either:
   i. submit a modified application to the Committee with the changes proposed by the Committee on or before the thirtieth (30th) day after the date the decision notice is mailed, delivered or sent by electronic delivery to the owner; and
   ii. request a hearing before the Board on or before the thirtieth (30th) day after the date of decision notice is mailed, delivered or sent by electronic delivery to the owner.

(3) If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the notice, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The hearing notice may be provided to the owner in writing by certified mail, hand delivery, or electronic delivery. Only one (1) hearing is required after the Committee denies or disapproves the initial application.

(4) The Board or the owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The owner's presence is not required to hold a hearing under this paragraph. The Association or owner may make an audio recording of the hearing.

(5) During the hearing, the Board (or designated representative) and the owner (or designated representative) will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's architectural application, and the changes, if any, requested by the Committee in the notice.

(6) The Board may affirm, modify, or reverse, in whole or in part, any decision of the Committee as consistent with the Declaration.

IT IS FURTHER RESOLVED that these Procedures replace and supersede, in all respects, all prior guidelines and procedures until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Procedures to be effective and executed by its duly authorized representative as of the October 19, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board member

Exhibit A-3

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

POLICY RESOLUTION OF THE BOARD OF DIRECTORS ESTABLISHING CRITERIA FOR OBTAINING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association, Inc., a Texas non-profit corporation is the entity responsible for the operation off Cedar Creek Property Owners' Association, Inc. ("*Association*") in accordance with and pursuant to that certain Declaration of Restrictive Covenants, filed as Instrument No. 2021-202101026362, in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*") and the Bylaws of the Association ("*Bylaws*"); and

WHEREAS, pursuant to the Declaration and Bylaws the Board is authorized to enter into contracts for goods or services on behalf of the Association; and

WHEREAS, the Board has determined the need to promulgate criteria for obtaining proposals or bids for certain contracts on behalf of the Association; and

WHEREAS, the Criteria for Obtaining Bids or Proposals for Certain Contracts, attached hereto as Exhibit "1", as authorized by the Declaration and the Bylaws, were approved by the Board duly introduced, seconded, and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter, and shall remain in force and effect until revoked, modified or amended by the Board.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the Board has resolved to adopt, and does hereby adopt, the Criteria for Obtaining Bids or Proposals for Certain Contracts attached hereto as Exhibit "1".

IT IS FURTHER RESOLVED that such Criteria for Obtaining Bids or Proposals for Certain Contracts shall be filed of record in the Official Public Records of Smith County, Texas, and shall be posted on the Association's website.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed

by its duly authorized representative as of the October 19, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

EXHIBIT "1"

CRITERIA FOR SOLICITING BIDS OR PROPOSALS FOR CERTAIN CONTRACTS

The following shall apply to service contracts in excess of $50,000 ("*Qualifying Contracts*"). Contracts entered into by the Association which are not Qualifying Contracts are exempt from the criteria set forth below except as otherwise provided by law. The scope of any request for proposal shall be determined by the Board. The following shall constitute the criteria ("*Criteria*") for soliciting bids or proposals for Qualifying Contracts:

- The Association may enter into an enforceable Qualifying Contract with a current Board member, a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits (collectively, an "*Interested Director*") only if the following conditions are satisfied:

  (1) the Interested Director bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;

  (2) the Interested Director:

    (a) is not given access to the other bids;
    (b) does not participate in any Board discussion regarding the contract; and
    (c) does not vote on the award of the contract;

  (3) the material facts regarding the relationship or interest of the Interested Director with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members other than the Interested Director; and

  (4) the Board certifies that the other requirements contained herein have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Qualifying Contract.

- Qualifying Contracts, regardless of whether an Interested Director is involved, shall be solicited, if required herein, as follows:

(1) The Board may determine, in its reasonable discretion, to seek two or more bids or proposals for Qualifying Contracts to the extent bids or proposals are reasonably available in the community.

(2) The Board, when seeking bids or proposals for Qualifying Contracts, shall determine the extent and scope of any corresponding request for proposal and may engage a third-party to assist in preparing the request for proposal.

(3) Qualifying Contracts in effect for six years or less from the date this Criteria is approved by the Board may be renewed automatically as determined by the Board, in its reasonable discretion, without seeking bids or proposals.

(4) Any Qualifying Contract which has been in effect for a period of at least six years following the date this Criteria is approved by the Board must be put out for bid as provided herein.

(5) Notwithstanding the foregoing, the Board reserves the right to seek and obtain bids for Qualifying Contracts at any time it deems is in the best interest of the Association.

Exhibit A-4

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

ARCHITECTURAL GUIDELINES FOR DROUGHT RESISTANT LANDSCAPING

(As provided in Chapter 202 of the Texas Property Code)

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, Section 202.007 of the Texas Property Code allows owners in a property owners association the limited right to install and maintain drought resistant landscaping; and

WHEREAS, the Board of Directors ("*Board*") for Cedar Creek Property Owners' Association Inc. ("*Association*"), has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding drought resistant landscaping therein, it is appropriate for the Association to adopt guidelines regarding drought resistant landscaping within the community; and

NOW THEREFORE BE IT RESOLVED, that the following requirements are hereby established and the following procedures are hereby adopted to be observed in furtherance of installing drought resistant landscaping:

Philosophy: Xeriscaping means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. Xeriscaping does not mean zero water and zero maintenance. The Association will allow, subject to compliance with these rules, the use of drought-resistant landscaping and water conserving natural turf.

Approval for changes, plan submittal: Prior to initiating any change in the visible landscape, the Owner must submit plans and specifications detailing the proposed installation. The request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions. (dimensions of beds, approximate size of plants, size of any rocks, and other such details.) It is recommended but not required that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The architectural Committee ("*Committee*") may request additional information or changes to the plans before final approval. Installation of any proposed xeric landscape may not begin until the Committee has approved the request.

Design requirements: Color and texture of the planted areas and inert areas are an important design aspect. Color and texture should be seen to flow neatly from one area of the yard to another. Large areas may not be composed of a single material; for example any areas of bare mulch must be interspersed with plants. The Committee may in its discretion prohibit water features, urns, and other man-made ornamentation. The xeriscape landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street or the street.

Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil. Efficient irrigations systems must be planned. Irrigation for xeriscapes zones must be different than for turf zones. Owners should select plants and zones in accordance with the amount of light, wind and moisture in the particular yard area. Organic mulches such as bark chips and inorganic mulches such as crushed rock must be maintained at all times.

Turf Grass: At least 30% of the visible lawn area of the Lot must contain some form of sodded grass. The exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted.

Owners should consider replacing any "thirsty" turf grasses in place such as St. Augustine with turf that has lower water requirements.

Artificial turf is prohibited absent a variance from the Committee, which may be granted or denied in the sole discretion of the Committee. However, the Committee shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street.

Plants: It is recommended to use perennial plants native to North Texas that are drought resistant. Sickly and dying plants must be promptly removed or replaced.

Hardscapes, rock, gravel, cactus: The Committee may prohibit or limit the size and number of hardscape items including boulders. The Committee may prohibit or limit the installation of rock ground cover (including gravel, and crushed stone). The Committee may prohibit or limit installation of cacti.

Borders: Non-turf planted areas must be bordered with an approved bordering material to define the xeriscaped area clearly from the turfed areas. Such areas must be maintained at all times (plants trimmed and thinned, planted areas weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets.

Safety: No plant with thorns, spines, or sharp edges mays be used within 6' of the sidewalk or street.

Maintenance: Xeric landscapes are subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Xeriscape designs are not intended to be "zero maintenance"; in fact they often require more effort than turf throughout the year. Plants must be trimmed and beds must be kept weed-free and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance. Perennials which die back during winter must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter.

These Guidelines are promulgated pursuant to and in accordance with Section 202.007 of the Texas Property Code.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the October 19, 2026

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A- 5

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF FLAGPOLES AND THE DISPLAY OF FLAGS

(As provided in Chapter 202 of the Texas Property Code)

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") is the entity responsible for the operation of the Association in accordance with and pursuant to that certain Declaration of Restrictive Covenants, recorded in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*"); and

WHEREAS the Board has determined that it would be in the best interests of the Association to provide a policy establishing guidelines for Owners interested in installing flags and/or flagpoles on their property; and

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established and the following procedures are hereby adopted to be observed in furtherance of the architectural guidelines for the installation of flagpoles and the display of flags of the Association:

1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces.

2. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.

3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.

4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and have a metallic finish appropriate to the materials used in the construction of the flagpole.

5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.

6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.

7. The maximum number of flagpoles per Lot is two (2) with one in the front /front yard and one in the backyard. A flagpole can be securely attached to the face of the dwelling (no other structure) and/or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be approved by the ACC.

8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.

9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3'x5'.

10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until the owner resolves the noise complaint.

11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by the owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until the owner resolves complaint.

12. Flagpoles shall not be installed in Common Area or property maintained by the Association.

13. All flagpole installations must receive prior written approval from the Committee.

These guidelines are promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing Flag Displays.

IT IS FURTHER RESOLVED that these guidelines replace and supersede, in all respects, prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the October 20, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A- 6

POLICY REGARDING THE COLLECTION AND PAYMENT OF ASSESSMENTS AND OTHER CHARGES AND FEES FOR CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*"), is empowered to govern the affairs of the Association pursuant to Article 6 of the Declaration of Restrictive Covenants, recorded under Instrument Number 2021-202101026362 of the Official Public Records of Smith County, Texas ("*Declaration*"), Article 7 of the Bylaws of the Association ("*Bylaws*"), and the Texas Business Organizations Code; and

WHEREAS, the Board, on behalf of the Association, has determined that there is a need to adopt or amend a specific collection policy ("*Policy*") regarding the collection and payment of assessments[1] and other charges and fees owed to the Association pursuant to the Declaration; and

WHEREAS, it is the intent that this Policy shall rescind, amend, and restate all prior policies adopted by the Association governing the collection of assessments, shall be applicable to all Members[2] of the Association, and shall remain in effect until otherwise rescinded, modified, or amended by the Board pursuant to the governing documents.

NOW, THEREFORE BE IT RESOLVED THAT, the following Policy on the collection and payment of assessments and other charges and fees owed by the Members pursuant to the Declaration is hereby adopted by the Board:

Due Date for Assessment – Assessments are billed annually and are due in full on the first day of January of each year, or if the Board allows, billed monthly and are due in full on the first day of each month of the year ("*Due Date*").

Delinquency Date for Assessment – Any assessment not paid by 5:00 p.m., on the first day of the aforementioned month(s) in the "Due Date for Assessment" section above, shall be delinquent ("*Delinquency Date*").

Late Charges, Handling Fees, and Interest – Any assessment, fine, or charge not paid by the Delinquency Date shall result in the imposition of a late charge. In addition to an administrative charge (if applicable), a late charge of not less than $25.00 may be imposed each month in which

[1] The term "assessments" may include, as authorized by the Declaration, special assessments, specific assessments, individual assessments, initiation assessments, yard assessments, capital improvement assessments, and other sums assessed against any Lot. The Board may establish alternate payment schedules for certain assessments.
[2] The terms "Members" and "Owners" are used interchangeably in this Policy.

an account reflects a late un-paid balance, until the late unpaid balance is paid in full. The late interest charge shall be in the amount of ten percent (10%) per annum.

Returned Check Fees – A fee of not less than $30.00 may be levied by the Association for any check returned to the Association marked "not sufficient funds" or the equivalent. Such returned check fee shall be in addition to any charges made by the Association's bank due to the dishonored check. Notwithstanding this provision, the Association may elect to pursue additional remedies at any time in accordance with applicable law. In addition, if two (2) or more of a Member's checks are returned unpaid by the bank within any 12-month period, the Association may require that all of the Member's future payments, for a period of one (1) year, be made in person, and/or by certified check or money order.

Lock Boxes – The Association may establish a lock box for receipt of all payments from Owners. PAYMENTS MADE TO A LOCK BOX ARE DEPOSITED IN THE ASSOCIATION'S BANK ACCOUNT WITHOUT REGARD TO COMMUNICATIONS OR OTHER NOTICES ENCLOSED WITH OR STATED ON THE PAYMENT. ANY NOTICE OR COMMUNICATION (INCLUDING, WITHOUT LIMITATION, A DISPUTE OF THE DEBT) ENCLOSED WITH OR STATED ON THE PAYMENT TO THE LOCKBOX WILL BE INEFFECTIVE AND NOT BINDING ON THE ASSOCIATION. ANY DISPUTE OF AN ASSESSMENT, VIOLATION FEE OR ANY RELATED CHARGE, ANY PROPOSED TENDER OF AN AMOUNT OF LESS THAN PAYMENT OF THE ENTIRE AMOUNT CLAIMED TO BE DUE BY THE ASSOCIATION INTENDED TO SATISFY THE OWNER'S DEBT IN FULL, OR ANY CHANGE IN THE IDENTITY, STATUS OR ADDRESS OF AN OWNER, TO BE VALID, MUST BE IN WRITING AND SENT TO THE ASSOCIATION'S MANAGING AGENT AT THE ADDRESS SET FORTH IN THE MOST RECENTLY FILED MANAGEMENT CERTIFICATE. THE ACT OF CASHING A CHECK RECEIVED FROM AN OWNER BY THE ASSOCIATION DOES NOT CONSTITUTE AN ACCEPTANCE OF THAT AMOUNT AS PAID IN FULL, WHETHER OR NOT THE OWNER HAS NOTATED THAT SUCH AMOUNT MAKES THE ACCOUNT "PAID IN FULL". THE ASSOCIATION RESERVES THE RIGHT TO ACCEPT PARTIAL PAYMENTS AND WILL NOTIFY THE OWNER OF ANY ADDITIONAL AMOUNTS OWED ALONG WITH A DUE DATE FOR THE REMAINDER OF THAT BALANCE.

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

Notification of Owner's Representative – Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a

representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

MAILINGS AND ACTION STEPS

The Association shall take the following actions to collect any assessment, fine, or charge not paid by the Delinquency Date, unless otherwise directed by the Board. In addition to the above-described collection expenses, the Owner is responsible for all administrative expenses incurred in collecting the delinquent amount. Collectively, these actions shall be referred to herein as the "*Collection Steps*":

Reminder Statement of Account – A Reminder Statement of Account, Notice of Delinquency, or similarly titled document (hereinafter referred to "Reminder Statement of Account"), will be mailed after any assessment becomes delinquent. The Reminder Statement of Account must be provided by first class mail to the Owner's last known mailing address or by email, if an email address has been provided by the Owner. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or e-mail address changes.

Association Demand Letter – An Association Demand Letter will be mailed no earlier than thirty (30) days *after* the Reminder Statement of Account is mailed or emailed, as applicable. The Association Demand Letter shall: (i) be sent via Certified Mail and First-Class U.S. Mail; (ii) specify each delinquent amount and the total amount of the payment required to make the account current; (iii) provide a period of at least forty-five (45) days to bring the account current; and (iv) provide information relative to the availability of a payment plan.

Attorney Demand Letter – If no payment is received, an Attorney Demand Letter will be mailed no earlier than forty-five (45) days *after* the Association Demand Letter is sent.

Notice of Assessment Lien or Unpaid Lien – If no payment is further received, a Second Attorney Demand Letter will be mailed and a Notice of Assessment Lien or similarly titled instrument will be filed with the office of the county clerk, no earlier than thirty (30) days after the initial Attorney Demand Letter is sent.

The Notice of Assessment Lien may not be filed until at least ninety (90) days *after* the date of the Association Demand Letter is sent to the Owner.

Inferior Lien Notice of Default and Opportunity to Cure

If there are one or more subordinate Deed of Trust liens on the property of the Owner, then the attorney will also:

(a) provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien as is evidenced by a deed of trust; and

(b) provide the recipient of the notice an opportunity to cure the delinquency before the

sixty-first (61st) day after the date the recipient receives the notice.

Foreclosure Proceedings – Foreclosure proceedings will be initiated as approved by the Board. In the event the Member fails to cure the delinquency, the Board may direct the attorney to pursue foreclosure of the Assessment Lien. In any foreclosure proceedings, the Member shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its Assessment Lien by exercising its power of sale granted by the Declaration. In such event, the attorney may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure.

Judicial Foreclosure. The Association may file suit for judicial foreclosure of the Assessment Lien. Such judicial foreclosure suit may also seek a personal money judgment.

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

Bankruptcy – Upon notification of a petition in bankruptcy, the Association may refer the account to the attorney.

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

Delegation of Collection Procedures – From time to time, the Association may delegate some or all of the collection procedures, as the Board, in its sole discretion deems appropriate, to Management, an attorney, or a debt collector.

SUSPENSION OF PRIVILEGES

If applicable, the Association Demand Letter shall inform the Member that if the delinquency is not cured or the Member fails to deliver a timely written request for a hearing with the Board to discuss and verify facts and attempt to resolve the matter, the Association may suspend the Member's common area/amenity use privileges, and or suspend any other services provided by the Association. This includes, but is not limited to, the Member's right to use, as applicable, the community swimming pool, the amenity/community center, and pavilion area as well as the Member's right to participate in Association-sponsored events.

PAYMENT APPLICATION POLICY

Except as otherwise provided for and authorized by law, any payment received by the Association from a Member whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order:

1. Any delinquent Assessment;

2. Any current Assessment;
3. Cost of collection, including attorney's fees and any other charges that could serve as the basis for foreclosure;
4. Any attorney's fees which were not incurred to collect assessments;
5. Violations fines; and
6. Any other amount owed to the Association.

PAYMENT PLANS

It is the intention of the Association to work with Members who have a legitimate reason and/or hardship interfering with their ability to satisfy their obligation to pay assessments to the Association, without penalizing those Members who make their payments on time. Therefore, in an effort to assist these Members in the payment of their assessments to the Association, a Member shall have the right to enter into a Payment Plan Agreement, subject to the following, as applicable:

1. Assessments that become due during the term of the Payment Plan Agreement must also be included and be paid as part of the payment plan.
2. The Payment Plan Agreement must include the total debt to the Association including late fees, interest, fines, collection costs, attorney's fees (if applicable) and the costs incurred by the Association to prepare the Payment Plan Agreement. Additional costs associated with administering the Payment Plan Agreement and interest on the unpaid balance on the Member's account will be added to the Member's account during the term of the Payment Plan Agreement. During the term of the Payment Plan Agreement, late charges shall accrue but shall be suspended and not added to the Member's account.
3. There shall be no waiver of any charges on the Member's account.
4. To be eligible for the payment plan, the Member must not have defaulted on a prior Payment Plan Agreement within the twenty-four (24) month period preceding the request for a payment plan.
5. The Payment Plan Agreement must contain a schedule setting forth the date each payment is required to be made under the Payment Plan Agreement ("*Schedule Due Date*"), as well as the amount of each payment, and all payments must be received on or before the Scheduled Due Date.
6. The minimum payment schedule term is three (3) months, and the maximum payment schedule term is eighteen (18) months with equal payments.
7. Any Payment Plan Agreement approved *after* the foreclosure sale proceedings have commenced may include delivery of a percentage, as determined by the Association, of the outstanding balance payable in certified funds.
8. All violations of the Declaration must be resolved by the Member prior to engaging in a payment plan.

Should the Member default or otherwise violate their Payment Plan Agreement:

1. The Association's Collection Steps shall be reinstated at the point of interruption when the Payment Plan Agreement was entered into by both parties.
2. All suspended and accrued late fees shall be reinstated to the Member's account.
3. The Member's unpaid balance shall become immediately due and payable.

Any payments received after the breach of an approved Payment Plan Agreement shall be applied as set forth in the aforementioned Payment Application Policy.

FEE WAIVER REQUEST

It is the intention of the Board to work with Members who have a legitimate reason for making a late payment, but not to the detriment of Members who make their payments on time. The Board recognizes that extenuating circumstances may prevent a Member from paying assessments before they become delinquent. Therefore, the Board may grant a waiver to the payment of a portion of the fees owed due to delinquent assessments (*i.e.*, late fees or charges, collection fees, or interest charges) owed by a Member subject to the following limitations:

1. Requests for waivers shall not be granted for any assessment, out of pocket collection costs to the Association, *i.e.*, demand letters, attorney's fees, other collection expenses, etc.
2. Requests for waivers shall not be granted to any Member who has previously received such a waiver within the past twenty-four (24) months.
3. Requests for waivers shall not be granted to any Member who has defaulted on a previously approved Payment Plan Agreement.
4. All approved waivers will be subject to the Member's unpaid balance being received within five (5) business days of the date the waiver approval was communicated to the Member. If a Member is unable to pay the unpaid balance within this time-period, the waiver will be denied but the Member will be allowed the opportunity to request a payment plan, if eligible under the terms of this Policy.
5. Late fees or other waived charges shall not be removed from the Member's account until the Member's final payment has been received and cleared.

PARTIAL OR CONDITIONED PAYMENT

The Association may refuse to accept partial payments (*i.e.*, less than the full amount due and payable) and payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly return or refund the payment to the payer. A payment that is not returned or refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or continue pursuing its remedies for payment in full of all outstanding obligations.

DEFINITIONS

Capitalized terms used but not defined in this Policy shall have the meaning subscribed to such terms in the Declaration.

CONFLICT

Notwithstanding the foregoing, no term or provision contained herein shall amend the Declaration. In the case of any conflict between this Policy and the Declaration, the Declaration shall control.

INDEPENDENT JUDGMENT

Notwithstanding the contents of this Policy, the officers, directors, managing agent or community manager, and the attorney of the Association may exercise their independent, collective, and respective judgment in applying this Policy.

VERIFICATION OF INDEBTEDNESS AND COMPLIANCE WITH THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT

For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act ("*FDCPA*"), all communications from Management and the attorney will include such required notices as are prescribed by the FDCPA, the Soldiers and Sailors Relief Act ("*SCRA*"), and the Texas Property Code. Furthermore, when an Owner requests verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The exercise of the collection rights of the Association regarding assessments will, in all ways, comply with the FDCPA, the SCRA, and the Texas Property Code, to the extent such acts may apply.

SEVERABILITY AND LEGAL INTERPRETATION

In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration shall control.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes, in all respects, all prior policies and resolutions addressing the collection of assessments by the Association, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed by its duly authorized representative as of the October 14, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A- 7

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

RESOLUTION OF THE BOARD OF DIRECTORS REGARDING THE DOCUMENT RETENTION POLICY

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors ("*Documents*"); and,

WHEREAS the Board has determined that it would be in the best interests of the Association to provide a policy establishing guidelines for effectively managing the records of the Association in order to meet legal requirements for record retention and privacy protection, optimizing the use of space, minimizing the cost of record retention, and properly destroying outdated records; and,

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby establishes and adopts the following procedures to be observed in furtherance of the document retention policy of the Association:

1. Policy

   a. It is the Association's policy to maintain complete, accurate and high-quality documents. Documents, defined below, are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this document retention and destruction policy ("*Policy*").

   b. Documents that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.

   c. The Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected, and subsequently disposed of, in accordance with the guidelines set forth in this Policy.

2. Compliance - This Policy is not intended to be exhaustive and accordingly, will be implemented to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state and local statutes and regulations and industry custom and practice.
3. Board Members - The Association does not require Board members to maintain any Documents. Board members, in their discretion, may dispose of Documents

generated by the Association because the Association has maintained such Documents in the Official Files. However, if Board members receive Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board members shall send the originals of such Documents to the Manager to be maintained in the Official Files.

4. Annual Purge of Files

   a. The Manager and each Board member electing to maintain Documents may conduct an annual purge of files that are under their control.

   b. When a member of the Board ceases to be a member, the Board member shall either destroy or turn over to the Manager, all Documents and files relating to the business of the Association. If the Documents and files are turned over, from that time forward, the Manager shall have the responsibility to conduct the annual purge of files maintained by the former Board member.

5. Destruction Procedure

   a. If the Documents to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, the Documents may be placed in a trash receptacle.

   b. If the Documents to be destroyed are not of public record, they should be recycled if their confidentiality can be protected or they may be shredded, burned, chemically treated or otherwise made illegible.

6. Certification - Following the annual purge of files, the Manager, if requested by the Board, shall complete a Certification Letter directed to the Association's Board stating that all Documents under his or her control conform to the retention guidelines.

7. Miscellaneous - There may be immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.

8. Onset of Litigation - Upon the institution of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. Therefore, at the direction of legal counsel, the Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in the Records Retention Schedule will be applied.

9. Definitions

   a. Document means any documentary material, that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM.

   b. Manager means the community manager of the Association.

   c. Official Files means the files maintained by the Manager of the Association. Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.

   d. Permanent means that the retention period for that document is permanent.

10. Record Retention Schedule

   a. The retention periods identified with particular Documents are intended as guidelines. In particular circumstances, the Manager and Board Members have the discretion to determine that either a longer or shorter retention period is warranted.

   b. Although every conceivable Document is not listed below, the following list should serve as a basis for retention schedules for the Association's Documents.

RECORD RETENTION SCHEDULE

DOCUMENT TYPE		RETENTION OR TERMINATION PERIOD
Corporate Documents and Governing Instruments	Articles of Incorporation, Certificate of Formation, Bylaws, Restrictive Covenants, Resolutions, Policies, Committee Charters, Rules, Regulations, Guidelines, Dedicatory Instruments, All Amendments and Supplements, Plats/Maps, Easements, Annexation Records, Management Certificates	Permanent
	Insurance Policies, Records, Claims, Disbursements, Settlements	Permanent
	Easement Agreements	Permanent
	Voting Records, Proxies, Ballots, Sign-In Sheet	Four (4) years
	Property Deed for Common Areas	Permanent
	Committee Reports	Four (4) years
Financial Books and Records	Financial Sheets (Balance Statement, Income Statement, Statement of Liabilities), General, General Ledgers, Accounts Receivable, and Accounts Payable Ledgers, Aging Reports, Bank Statements, Approved Budgets, Vendor Invoices/Disbursements, Check Registers, Canceled Checks, Copies of Payments Received, Expense Reports, Investment Information, Signature Cards	Seven (7) years
	Loan Documents	Four (4) years after loan is discharged

Financial Books and Records (cont'd)	Workers' Compensation Records, Accident Reports and Insurance Claims for Workers' Compensation Claims	Permanent
	Depreciation Schedules	Life of Asset Plus Four (4) years
	Correspondence Relating to General Financial Matters	Four (4) years
Account Records of Current Owners	Owner Information, General Owner Correspondence, Violation Correspondence, Architectural Applications, Collection Correspondence, Legal Collection Correspondence, Dispute of Debt,	Period of Ownership Plus Five (5) years
	Architectural or Committee Applications/Submissions, Property Deed,	Period of Ownership Plus Five (5) years
	Judgments/Release of Judgment, Liens/Release of Liens, Law/Legal Correspondence Property Specific	Permanent
	Approved Architectural or Committee Applications/ Submissions	Permanent
Vendor or Contract for Labor Records	Vendor Contracts	Four (4) years after the expiration of the contract term
	Bid Proposals/ Specifications (contracts not entered into by the Association)	Two (2) years
	Contract for Labor or Employment	Four (4) years after the expiration of the contract term
	Personnel files, if any including wage rates, job description, etc.	Permanent

Meetings of Owners and Board of Directors	Approved Minutes of Meetings of Owners and Board of Directors, including Executive Sessions	Seven (7) years
	Meeting Audio or Video Recording	If made, destroy prior to next meeting
Tax Returns and Audit Records	Federal, State, and State Franchise Tax Returns	Seven (7) years
	Financial Audits, IRS Notices/Federal Tax ID, Texas Notice of Franchise Exemption	Permanent
Professional Reports	Legal Opinions, Engineering/Structural Reports and other Professional Reports/Opinions	Permanent
	Lawsuits	Permanent
	Reserve Studies Relating to Study of Common Areas	Permanent
Miscellaneous Documents, Correspondence, Statements or Records		Seven (7) years

IT IS FURTHER RESOLVED that this Resolution replaces and supersedes, in all respects, all prior resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Resolution to be effective and executed by its duly authorized representative as of the October 19, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A- 8

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

GUIDELINES FOR STANDBY ELECTRIC GENERATORS

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, Section 202.019 of the Texas Property Code allows owners in a property owners association the limited right to install and operate standby electric generators; and

WHEREAS, the Board of Directors ("*Board*") for Cedar Creek Property Owners' Association Inc. ("*Association*"), has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding standby electric generators therein, it is appropriate for the Association to adopt guidelines regarding standby electric generators within the community; and

NOW THEREFORE BE IT RESOLVED, that the following requirements are hereby established and the following guidelines are hereby adopted to be observed in furtherance of the installation of standby electric generators:

1. These guidelines apply to standby electric generators as defined in Section 202.019 of the Texas Property Code. A standby electric generator means a device that converts mechanical energy to electrical energy and is: (1) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (2) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (3) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (4) rated for a generating capacity of not less than seven kilowatts (collectively, "*Generator*").
2. Generators may not be installed or operated prior to approval by the Association pursuant to the Association's usual and customary policies and procedures set forth in its dedicatory instruments.
3. Generators shall be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
4. All liquefied petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
5. All fuel (includes natural gas, diesel fuel, biodiesel fuel and hydrogen fuel) and electrical connections shall be installed in accordance with applicable governmental health, safety, electrical, and building codes.
6. Non-integral Generator fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

7. Any Generator and its electrical lines and fuel lines shall be maintained in good condition.
8. Any Generator, including its components, electrical lines, and fuel lines, shall be repaired, replaced, or removed if it becomes deteriorated or unsafe.
9. Generators shall be tested only between the hours of 9:00 a.m. and 6:00 p.m., and only consistent with the manufacturer's recommendations.
10. Other than testing, Generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electric power to the residence is not available or is intermittent due to other causes other than nonpayment for utility service to the residence.
11. Generators shall not be placed in the front yard of any residence.
12. Generators shall not be placed on property owned or maintained by the Association or owned in common by the Association's members, and no portion of the Generator may encroach on adjacent properties.
13. Generators may be installed only with advance approval of the Architectural Review Committee subject to these guidelines.
14. All electrical, plumbing, and fuel line connections must be installed only by licensed contractors. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
15. Generators shall be consistent with the existing color scheme, aesthetics and architectural harmony of the community.

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.

IT IS FURTHER RESOLVED that these guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these guidelines to be effective and executed by its duly authorized representative as of the October 20 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A- 9

COVENANT ENFORCEMENT AND FINE POLICY
FOR
CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*"), is empowered to govern the affairs of the Association pursuant to Article 6 of the Declaration of Restrictive Covenants, recorded under Instrument Number 2021-202101026362 of the Official Public Records of Smith County, Texas ("*Declaration*"), Article 7 of the Bylaws of the Association ("*Bylaws*"), and the Texas Business Organizations Code; and

WHEREAS, the Declaration affects certain parcels or tracts of real property in Smith County, State of Texas ("*Property*"); and

WHEREAS, pursuant to the authority set forth in the Declaration and Bylaws, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Association's dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines (collectively, the "*Governing Documents*"); and

WHEREAS, the Board has authority pursuant to the Governing Documents to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

WHEREAS, the rules, regulations, policies and procedures set forth in the Governing Documents are reasonable, necessary and appropriate to promote the health and welfare of the Owners (Members) and to protect and enhance the value of the Lots. Violations resulting in enforcement efforts performed by Association's management company, volunteer Board members, legal counsel and/or contractors, require significant expenditures of time, labor and money, which are better invested in the maintenance, repairs, and procurement of insurances for the Association. Uncured violations and unresolved conflicts between and among Owners and the Association, have the potential to adversely affect goodwill associated with the Property and negatively influence third parties providing goods and services to the Association and to the Owners, including but not limited to contractors, insurance underwriters, realtors, and mortgage lenders, some of which require disclosure of existing or potential conflicts in advance of submitting pricing and/or financing proposals. The Association's management company and the volunteer Board members, thank you in advance for abiding by the Governing Documents, submitting plans, questions, concerns and obtaining approvals, prior to taking action, and quickly and amicably curing any violations; and

WHEREAS, the Board has and does hereby find the need to establish rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist within the Property.

NOW THEREFORE, IT IS RESOLVED that the following rules, regulations, and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on, or about the Property (hereinafter referred to as the "*Enforcement Policy*").

1. **Establishment of a Violation**.

a. **Failure to Obtain Prior Approval**. Any addition, improvement, modification, and/or repair of any kind or nature erected, placed, or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Committee (the "*Committee*" as defined in the Declaration) and (ii) has not been first approved by the Committee is deemed a "*Violation*" under this Enforcement Policy for all purposes.

b. **Failure to Abide by the Governing Documents**.

(i) Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved, or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

(ii) Any violation of the Governing Documents or noncompliance of a deed restriction covenant is deemed a "Violation" under this Enforcement Policy for all purposes.

c. **Common Violations**. Exemplar violations are outlined in Exhibit 1 titled "Common Violations". This is not an exhaustive list of Violations.

2. **Notification**.

a. **Initial Notice (Courtesy Notice)**. Upon verification of the existence of a Violation by the Association or management company representative ("*Management*") of the Association, the Association may, but is not required to, send to the Owner a written notice of the existence of the Violation ("*Initial/Courtesy Notice*"). The Initial/Courtesy Notice will generally inform the Owner of the following:

(i) The nature, description, and location of the Violation; and

(ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within a maximum of fourteen (14)

days[1,2] of the date of the Initial/Courtesy Notice to avoid further enforcement measures, unless an alternative cure period is established by the Board; and

(iii) A statement that if the Violation has already been cured, remedied, corrected, or plans and specifications for the subject improvement have been submitted to the Committee, to disregard the notice.

The Association may, but is under no obligation to, send additional Courtesy Notice(s). In addition to first-class mail, a Courtesy Notice may also be sent by electronic mail, if an electronic mail address has been provided by the Owner. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or electronic mail address changes.

b. **Notice of Violation**. If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the Committee, or the Committee has denied the approval of plans and specifications initially submitted, (ii) failed to cure a Violation within the prescribed cure period referred to in section 2(a) of this Policy, and/or (iii) the Board has decided to forego a Courtesy Notice for this particular Violation, then the Association shall send to the Owner written notice ("*Notice of Violation*") informing the Owner of the following:

(i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days), no further action will be taken; and

(ii) Notification that if the Violation is not corrected or eliminated by the date specified in 2(b)(i), any attorney's fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and

(iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and

(iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the Committee; and

(v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents, this Enforcement Policy, and/or applicable law; and

---

1 For purposes of this Enforcement Policy, the term "days" shall mean calendar days.

2 The Board may require certain Violations be cured within three (3) days from the date of the letter.

(vi) In the event the Violation is deemed to be an uncurable violation or violation posing a threat to health or safety, as reasonably determined by the Board, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine. The following are examples of acts considered uncurable: (1) shooting fireworks or discharging a firearm; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; (4) damaging Association property, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument; and

(vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of their active-duty military service to the sender of the Notice of Violation immediately; and

(viii) His/her right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, *i.e.*, thirty-three (33) days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail. In addition to the foregoing delivery methods, the Notice of Violation may also be sent by electronic mail, if an electronic mail address has been provided by the Owner. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or electronic mail address changes.

c. **Failure to Remedy and Notice of Fine**. Failure to (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within fourteen (14) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may, but is under no obligation to, send a notice to the Owner in the form of a formal written notice of fine ("*Notice of Fine*") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "*Notice of Fine Date*."

d. **Fine Structure**. Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed $500.00 as

determined by the Board and an Initial Fine of not less than $50.00 may be imposed for failure to remedy or cure the Violation. In the event the Owner fails to respond or comply by remedying or curing the Violation within fourteen (14) days after the Initial Fine, additional fines may be imposed as follows:

Curable Violations[3]	
Initial Fine	$50.00
Second Fine	$100.00
Third Fine	$200.00
Fourth and Subsequent Fines	$400.00
Uncurable Violations[4] **and Violations Which Pose a Threat to Public Health or Safety**	
Fine	Amount not to exceed $2,000.00
Unapproved Committee Modifications	
Initial Fine	$100.00
Second Fine	$200.00
Third Fine	$400.00
Fourth and Subsequent Fines	$500.00

Fines and the frequency of fines, as determined by the Board, may be imposed every day that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by the Association, in writing, of the amount of fines accrued to Owner's account. The Board may modify, from time to time, the schedule of fines. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the Violation(s).

The imposition of the monetary penalties provided herein shall not be construed to be an exclusive remedy, and shall be in addition to all other rights and remedies to which the Association may otherwise be entitled, including, without limitation, the filing of an Affidavit of Non-Compliance, or similar, in the Official Public Records of Smith County, Texas, and/or the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the Association may be entitled.

3. **Right to a Hearing Before the Board of Directors**. If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing no later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the Owner of the date, time, and place of the hearing no later than the tenth (10th) day before the date of the hearing. The notice of hearing may be sent by electronic mail, if an electronic mail address has

3 Examples of Curable Violations include trash cans, parking violations, ongoing noise violation, yard maintenance, and home maintenance.

4 Examples of Uncurable Violations include property damage, an act constituting a threat to public health or safety, noise violation that is not ongoing, and an event prohibited by the governing documents of the Association.

been provided by the Owner, first-class mail, and/or certified mail. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Owner a packet containing all documents, photographs, video evidence, and communications relating to the matter which the Association intends to introduce at the hearing ("*Evidence Packet*"), if any. If the Board intends to produce any documents, photographs, videos, and communications during the hearing, and does not send an Evidence Packet to the Owner in a timely manner, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Owner. Following the presentation by the Board, the Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or the Board may make an audio recording of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend or reduce any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension and/or reduction shall not constitute a waiver of the right to sanction future Violations of the same or other provisions and rules by any Owner.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction(s), if any, imposed.

4. Corrective Action (Self-Help). Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of the Governing Documents is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board and pursuant to the authority granted in the Association's Governing Documents, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Association, in its reasonable judgment, determines that such Violation may be readily corrected, removed, or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. The Association, through Management, must first provide the Owner with a Notice of Violation as provided above. Should the Violation not have been remedied by the Owner within fourteen (14) days from the date of the Notice of Violation, then the Association must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("*Notice of Corrective Action*"). The Notice of Corrective Action shall be sent to the Owner by certified mail, return receipt

requested, and first-class U.S. mail, and include an opportunity for the Owner to cure the Violation prior to the undertaking of any corrective action.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, its agents, and contractors have acted reasonably and in conformity with this Enforcement Policy and the Governing Documents.

5. Referral to Legal Counsel. Where a Violation is determined to exist by the Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. Notices.

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received, in writing, will be deemed given, sent, delivered, or received (as applicable) based on the following:

(i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty and responsibility to keep an updated electronic mail address registered with the Association.

(ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and first-class U.S. mail.

b. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to the Owner at the address on

record with the Association. The Association may, as a courtesy, also provide notice to the tenant.

7. **Cure of Violation During Enforcement**. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Association that the Violation has been corrected or eliminated, and any fines imposed by the Board have been paid, the Violation will be deemed to no longer exist, and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by the Association of the consequences of the future Violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by the Association, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction Violations of the same or other provisions and rules by any person.

8. **Repeated Violation of the Same Provision of the Governing Documents**. Whenever an Owner, who has previously cured or eliminated a Violation after receipt of a Notice of Violation, commits a separate Violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, the Association shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation was never cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial/Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated Violation, the Board shall be authorized to double the fine amount.

9. **Payment of Administrative Expenses and Violation Fines**. The Owner shall be responsible for administrative and postage fee expenses in delivering notices under this Enforcement Policy. Payment of the violation fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the Violation. All Violations must be corrected and brought into compliance with the Governing Documents. If there is a subsequent Violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant(s).

10. **Authority of Management To Act**. The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

Notwithstanding the foregoing, the Board and Management agree to use best efforts to regularly communicate so Management can expeditiously effect any changes or requests made by the Board on behalf of the Association for any Enforcement Policy terms and provisions the Board has the authority to affect or change.

11. Binding Effect. The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Property shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of Violations by the Association, and shall remain in force and effect until revoked, modified, or amended by the Board.

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

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the October 14, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

EXHIBIT 1

Common Violations*

Holiday Decorations (if not removed within 30 days of the holiday)
Property used for storage (boats, vehicles, trailers, ATV, RVs, oversized work trucks, and any other oversized vehicle, etc.)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days
Trash, debris, or refuse on property
Unapproved signs in yards or on property, including commercial/vendor signs
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood/siding, broken, missing or dilapidated fence pickets/fences, fence staining, sagging gutters, damaged garage door, replacing broken light fixtures, etc.)
Exterior painting needed (ex: house, front door, siding)
Failure to maintain lawn, including irrigation equipment, remove weeds from flower beds and tree wells, trim bushes, etc.
Littering in Common Areas
Modification and/or addition made to Property without prior approval from the Committee
Vehicle violations, including, but not limited to: any vehicle without a current (or missing) license plate(s) or inspection sticker, or any vehicle that is wrecked, dismantled, discarded, or is otherwise inoperable
Vehicle parking violations
Unapproved roof, including the installation of a new roof or the installation of solar panels without Committee approval
Recreational equipment stored on the Property
Failure to remove pet waste or not leashing pets while in public view
Livestock or poultry kept on property
Violations of the leasing or occupancy related rules

* This is not an exhaustive list of violations.

Exhibit A-10

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

RESOLUTION OF THE BOARD OF DIRECTORS REGARDING THE INSPECTION AND COPYING OF BOOKS AND RECORDS

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (collectively, the "*Association Records*") and,

WHEREAS the members of the Association shall have the right, during reasonable business hours, to inspect and obtain copies of the Association Records; and,

WHEREAS it is desirable to impose certain reasonable restrictions on the process of book and record inspecting and copying Association Records;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection and copying of Association Records:

1. An owner, or a person designated in writing by the owner as the owner's agent, attorney or certified public accountant may make a request to inspect or obtain copies of Association Records.

2. A request to inspect Association Records must be submitted in writing via certified mail, return receipt requested, to the Association and/or its duly authorized agent to the address reflected on the most current management certificate filed under Texas Property Code Section 209.004.

3. The request must identify with sufficient detail the Association Records requested and contain an election to either receive copies of identified Association Records or to inspect the Association Records requested. The Association's governing documents, its membership register, its books of account, and the minutes of the meetings of the members, the Board, and committees may be inspected.

4. The Association, within 10 business days from receipt of a request under paragraph 2, will provide as appropriate:

    a. if an inspection is requested, written notice of dates during normal business hours during which Association Records requested, to the extent they are in

the possession, custody or control of the Association, may be inspected, or

b. if copies are requested, produce copies of the requested Association Records to the extent they are in the possession, custody or control of the Association (if prior payment for such records has been received), or if the Association is unable to produce the Association Records requested, which are in the possession, custody or control of the Association, written notice that it is unable to produce the records within the 10-day period and set forth a date, within 15 business days of the notice provided under this paragraph 4, by which the Association Records will be made available for inspection to the owner.

5. The Association will send the requesting party an estimate of the costs to respond, compile, produce, and reproduce information requested. The Association shall require advance payment, in certified funds, of the estimated costs. The requesting party shall be responsible for any costs above the estimate and the full amount due will be added to the requesting party's account as an assessment if not paid in full upon request.

6. Persons requesting to inspect Association Records shall not disrupt the ordinary business activities of the office where Association Records are kept during the inspection.

7. Certain Association Records shall remain confidential and will not be provided in response to a request for copies or inspection of Association Records, to wit: violation histories of owners, owners' personal financial information (including records of assessment payment history), owners' contact information other than address, and Association personnel files. Association Records described in this paragraph 7 shall only be made available with the owner's written approval or a court orders the Association to release the information.

8. No original books or records may be removed from the premises without the express written consent of the Board.

9. Owners are responsible for the costs of producing and copying Association Records. Costs are $.10 per page, $.50 for oversize page, $15.00 per hour for personnel time spent in responding to a request, overhead of 20% of personnel charge, and must be paid in advance. A personnel charge and overhead charge will not be made for complying with requests that are for 50 or fewer pages of paper records, unless the records are located in a remote storage facility or in two or more separate buildings. To the extent that retrieval of documents from a remote storage facility results in a charge, the Association shall charge the costs of such services to the requesting owner.

10. The Association is under no obligation to provide any additional information other than that which is required by law.

IT IS FURTHER RESOLVED that this Resolution replaces and supersedes, in all respects, all prior resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Resolution to be effective and executed by its duly authorized representative as of the October 19, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A-11

CEDAR CREK PROPERTY OWNERS' ASSOCIATION INC.

ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF CERTAIN ROOFING MATERIALS

(As provided in Chapter 202 of the Texas Property Code)

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, Section 202.011 of the Texas Property Code allows owners in a property owners association the limited right to install certain roofing materials; and

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") has determined that it would be in the best interests of the Association to establish guidelines for the installation of certain roofing materials; and

NOW THEREFORE BE IT RESOLVED, that the following requirements are hereby established and the following guidelines are hereby adopted for the installation of certain roofing materials:

1. Roofing shingles covered by these Guidelines are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "*Roofing Shingles*").

2. Roofing Shingles allowed under these Guidelines shall:

    a. resemble the shingles used or otherwise authorized for use in the Cedar Creek community;

    b. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Cedar Creek community; and

    c. match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.

3. An owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying, and demonstrating to the Architectural Committee ("*Committee*") that the proposed installation is in full compliance with paragraphs 1 and 2 above.

4. Roofing Shingles shall only be installed after receiving the written approval of the Committee.

These Guidelines are promulgated pursuant to and in accordance with Section 202.011 of the Texas Property Code addressing the Regulation of Certain Roofing Materials.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the October 19, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A-12

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

GUIDELINES FOR THE DISPLAY OF CERTAIN RELIGIOUS ITEMS

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, Section 202.018 of the Texas Property Code allows owners in a property owners association the limited right to display certain religious items; and

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") has determined that it would be in the best interests of the Association to establish guidelines for the display of certain religious items; and

NOW THEREFORE BE IT RESOLVED, that the following requirements are hereby established and the following guidelines are hereby adopted for the display of certain religious items:

(1) These Guidelines are promulgated pursuant to Section 202.018 of the Texas Property Code and outline the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy.

(2) An owner may display or affix on owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.[1]

(3) If displaying or affixing of a religious item on the owner's or resident's property or dwelling violates any of the following covenants, then the Association may remove or require the removal of the item(s) displayed that –

(a) threaten the public health or safety;
(b) violate a law other than a law prohibiting the display of religious speech;
(c) contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
(d) is in a location other than the owner's or resident's property or dwelling, *i.e.*, installed on property owned or maintained by the Association, or owned in common by two or more members of the Association;

[1] For purposes of these Guidelines, a sincere religious belief relates to the faithful devotion to a god or gods, the supernatural or belief that addresses fundamental and ultimate questions having to do with deep and imponderable matters. A religion is comprehensive in nature; it consists of a belief-system as opposed to an isolated teaching. Religious displays are different than signs or other figures related to a cause.

(e) is located in violation of any applicable building line, right-of-way, setback, or easement; or

(f) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

(4) Display Parameters:

a. All religious displays must be located within 5' of the dwelling's frontmost building line (*i.e.*, within 5' of the front facade of the dwelling.)
b. Displays may not be located within building setbacks.
c. No portion of the display may extend above the lowest point of the dwelling's front roof line.
d. All displays must be kept in good repair.
e. Displays may not exceed 5' in height x 3' in width x 3' in depth.
f. The number of displays is limited to three (3).
g. This paragraph 4 shall not apply to seasonal religious holiday decorations as described in paragraph 5.
h. All religious item displays other than seasonal religious displays must receive prior approval from the Association's Architectural Review Committee ("*ARC*") prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the dwelling's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an ARC), then approval must be received from the Board.

(5) Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah, Kwanzaa or Ramadan seasonal decorations. The Board has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Unless otherwise provided by the Declaration, seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the October 19, 2024.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A-13

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

GUIDELINES FOR THE INSTALLATION OF SWIMMING POOL ENCLOSURES

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, Section 202.022 of the Texas Property Code allows owners in a property owners association the limited right to install swimming pool enclosures; and

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") has determined that it would be in the best interests of the Association to establish guidelines for the installation of swimming pool enclosures; and

NOW THEREFORE BE IT RESOLVED, that the following requirements are hereby established and the following guidelines are hereby adopted for the installation of swimming pool enclosures:

1. A "*Swimming Pool Enclosure*," as used herein shall mean and refer to a fence that surrounds a water feature, including a swimming pool or a spa, installed as a safety measure to prevent accidental drownings of children.

2. A Swimming Pool Enclosure may not be installed upon or within common area or any area which owned or maintained by the Association.

3. The Swimming Pool Enclosure may be installed after receiving written approval from the Association's Architectural Review Committee ("*ARC*") and written approval and/or permit from a governmental authority (i.e., City of Grapevine, U.S. Army Corps of Engineers) if required by law. The submittal shall include a pictorial design of the Swimming Pool Enclosure which includes, at a minimum, the height of the fence and the colors of all materials to be used.

4. To be approved, the Swimming Pool Enclosure:

    a. may not exceed six feet (6') in height;
    b. may not include, as part of the design, any aspect or feature which would allow a child to climb on, up or over the fence;
    c. may consist of black metal frames; and
    d. may consist of clear plastic panels or black transparent mesh.

5. The owner is solely responsible, to the exclusion of the Association, to ensure that all aspects of the Swimming Pool Enclosure function properly to effectuate its intended purpose as a safety measure to prevent accidental drownings of children.

IT IS FURTHER RESOLVED that these Guidelines replace and supersede, in all respects, all prior guidelines and resolutions until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused these Guidelines to be effective and executed by its duly authorized representative as of the October 19, 2026.

CEDAR CREK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A-14

STATE OF TEXAS §
§
COUNTY OF SMITH §

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

GUIDELINES FOR SECURITY MEASURES

(1) These Guidelines for Security Measures ("*Guidelines*") are promulgated pursuant to Section 202.023 of the Texas Property Code and outline the restrictions applicable to the construction or installation of security measures by owners, including but not limited to a security camera, motion detector, or perimeter fence, if the owner qualifies for a perimeter fence under Sections 202.023(d) or 202.023(e) of the Texas Property Code.

(2) Owners may install or build security measures on their lot for the purpose of deterring criminal acts or to increase personal security while adhering to and promoting the design, harmony, and aesthetics of the subdivision. Cedar Creek Property Owners' Association Inc. ("*Association*") shall have the sole and absolute discretion in determining whether an item or improvement is a reasonable security measure subject to the allowances provided by these Guidelines.

(3) Cameras/Motion Detectors. Owners may place cameras and motion detectors on their lot for security measures, not on the lot of any other owner, and not on any Association property. Cameras shall be used for the primary purpose of capturing images of the lot on which the camera is installed and shall not unreasonably interfere with the use and enjoyment of any neighbor's lot or Association property. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law.

(4) Perimeter Fencing.

1. An Owner is prohibited from placing fencing that obstructs:
   a. A licensed area, as defined by a written license agreement or plat;
   b. A sidewalk in the public right-of-way or otherwise installed for public or community use; or
   c. A drainage easement or drainage area.
2. Driveway gates must be set back at least ten (10) feet from the right-of-way if the driveway intersects with a laned roadway, as defined by Section 541.302 of the Texas Transportation Code.
3. Fencing must not extend past the front-most building line of the dwelling.
   a. Fencing installed prior to September 1, 2025, which otherwise violates this Policy, may remain in place.
   b. Fencing that is installed in front of the front-most building line of the dwelling or residence by Owners whose residential address is exempt from public disclosure under state or federal law, or who provide the Association documentation from a law enforcement agency of the Owner's need for enhanced security measures, may remain in place so long as the Owner

complies with Section 5 and 6 of these Guidelines. An Owner is required to provide documentation to the Association's architectural control authority that proves he/she is entitled to an exemption under this Section. However, such fencing must be removed on or prior to the transfer of title of the property, or if the Owner no longer qualifies for the public disclosure exemption pursuant to Section 202.023(e) of the Texas Property Code. Owners are required to pay for the expense of removing the fencing described in this Subsection (b).

4. Owners, who otherwise do not meet the aforementioned criteria, are subject to enforcement actions for the continued existence of non-conforming fencing.

(5) Perimeter Fencing Guidelines for Owners Exempt from Public Disclosure Pursuant to Section 202.023(e) of the Texas Property Code. Plans and specifications, including an application for the installation of a perimeter fence, will not be reviewed or approved by the Association's architectural review authority *unless* accompanied by: (i) the drawing showing materials, dimensions and location submitted in order to obtain a permit; and (ii) a permit issued by the City or other applicable municipal authority allowing the installation. Perimeter fencing is permitted by the Association as a security measure and must be ground-mounted on the boundary line of the owner's lot and installed in a contiguous manner around the entirety of the lot boundaries. No gaps in perimeter fencing are permitted, *i.e.*, the perimeter fencing must fully enclose the lot. Perimeter fencing shall not exceed six feet (6') in height or be lower than four feet (4') in height. A gate in a perimeter fence is for all purposes considered part of the fence. Any gate shall open towards the interior of the lot. The Association may prohibit fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the architectural review authority. Perimeter fencing shall not consist of any barbed wire, razor wire, wire mesh, chain link, vinyl, or privacy fencing, including board-on-board or solid fencing. Electrically charged fencing is prohibited. The construction requirements for the original or existing fencing (located in or enclosing the backyard areas) are not replaced or superseded by these Guidelines.

(6) Plans and Specifications. Prior to installation of any security measure, the owner must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the architectural review authority, and the owner must receive prior written approval prior to installation of any security measures. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural review authority. The architectural review authority may require the use of, or prohibit, specific materials, colors, and designs and may require a specific location(s) for the security measure. An owner who builds or installs a security measure must ensure that compliance with all laws, ordinances, and codes. An approval of an application for a security measure by the architectural review authority is not a guaranty or representation of compliance with any laws, ordinances, codes or drainage requirements, and the owner assumes all risks, expenses and liabilities associated with

safety measures built or installed, including, but not limited to, the city or county requiring the removal of perimeter fencing for any reason.

(7) AN APPROVAL OF AN APPLICATION FOR A SECURITY MEASURE BY THE ARCHITECTURAL REVIEW AUTHORITY SHALL IN NO WAY BE CONSIDERED OR CONSTRUED THAT THE ASSOCIATION OR ITS ARCHITECTURAL REVIEW AUTHORITY ARE INSURERS OR GUARANTORS OF SECURITY OR SAFETY OF PERSONS, PROPERTY OR POTENTIAL CRIMINAL ACTIVITY. FURTHER, NEITHER THE ASSOCIATION NOR ITS ARCHITECTURAL REVIEW BODY SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OR INEFFECTIVENESS OF THE OWNER'S SECURITY MEASURE(S).

(8) Any security measure built or installed must be properly maintained, kept in good repair, and not permitted to go into a state of disrepair or become an eyesore, as determined in the sole and absolute discretion of the Board of Directors.

IT IS RESOLVED that this Policy replaces and supersedes, in all respects, all prior guidelines, policies, and/or resolutions addressing the same or similar subject matter until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

Date: October 19, 2026

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A-15

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

GUIDELINES FOR
THE INSTALLATION OF A SOLAR ENERGY DEVICE

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association Inc., a Texas non-profit corporation ("*Association*") is the entity responsible for the operation of the Association in accordance with and pursuant to that certain Declaration of Restrictive Covenants, recorded in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*"); and

WHEREAS, the following Policy for the Installation of a Solar Energy Device ("*Policy*") is brought about by changes to Section 202.010 of the Texas Property Code relating to the regulation by the Association of the installation of solar roof tiles; and

WHEREAS, the Board finds it in the best interest of the Association to promulgate the following Policy.

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established, and the following procedures are hereby adopted to be observed in furtherance of the Policy of the Association:

1. A solar energy device, including any system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated energy (collectively, "*Solar Energy Device*"). The term includes an integrated system of solar panels or solar roof tiles containing photovoltaic cells and has the ability to store solar-generated energy for use in heating or cooling or in the production of power. Photovoltaic solar panels are attached to an existing roof. Photovoltaic solar tiles are part of the roof's construction, taking the place of regular tiling. All solar panels, and all solar roof tiles proposed to be installed are considered part of the same Solar Energy Device. A Solar Energy Device may only be installed after receiving the written approval of the Architectural Committee ("*Committee*").

2. A Solar Energy Device may not be installed upon or within common area or any area which is maintained by the Association.

3. A Solar Energy Device may only be installed on designated locations on the roof of a home, on any structure allowed under any Association dedicatory instrument, or within any fenced rear-yard or fence-in patio of the owner's property.

4. If located on the roof of a home, a Solar Energy Device shall not be located on any portion of the roof that is facing a street or the Common Areas (collectively, the "*Prohibited Roof*

Elevations" whether that be a front, side, or rear of the home) (except as otherwise allowed by law). TO AVOID CONFUSION, AND WHEN PLANNING A SOLAR ENERGY DEVICE DESIGN, BE ADVISED OF THE FOLLOWING WHEN SEEKING TO RELY ON THE LIMITED EXCEPTION FOR INSTALLATION ON PROHIBITED ROOF ELEVATIONS AS SET FORTH IN SECTION 202.010(d)(5)(B) OF THE TEXAS PROPERTY CODE ("*STATUTORY EXCEPTION*"): IF APPLICABLE, THE STATUTORY EXCEPTION ONLY PERMITS THE OWNER TO USE ANY OF THE PROHIBITED ROOF ELEVATIONS AS AN ALTERNATIVE LOCATION FOR THE INSTALLATION OF THE SOLAR ENERGY DEVICE (ALL PANELS OR TILES) SUBMITTED TO THE COMMITTEE FOR APPROVAL. THE STATUTORY EXCEPTION, IF SATISFIED BY THE OWNER THROUGH THE SUBMISSION OF A PUBLICLY AVAILABLE MODELING TOOL PROVIDED BY THE NATIONAL RENEWABLE ENERGY LABORATORY ("*NREL*"), DOES NOT ALLOW THE OWNER TO INSTALL ANY PORTION OF THE SOLAR ENERGY DEVICE (ANY PANEL) IN BOTH THE PERMITTED AND PROHIBITED ROOF ELEVATIONS IN DETERMINING WHETHER THE ENERGY REQUIREMENTS OUTLINED IN THE STATUTE ARE SATISFIED. RATHER, IT IS THE ASSOCIATION'S POSITION THAT THE PROHIBITED ROOF ELEVATIONS ARE AN "ALTERNATIVE" LOCATION FOR THE ENTIRE SOLAR ENERGY DEVICE (ALL PANELS OR ALL TILES), NOT AN ADDITIONAL AREA WHERE A PORTION OF THE PANELS OR A PORTION OF THE TILES COMPRISING A SOLAR ENERGY DEVICE CAN BE INSTALLED, IN ADDITION TO PANELS OR TILES BEING INSTALLED ON A PERMITTED LOCATION. IN SUM, THE OWNER MUST DEMONSTRATE, THROUGH A WRITTEN NREL REPORT, THAT THE ENTIRE SOLAR ENERGY DEVICE – ALL PANELS OR ALL TILES – IF LOCATED EXCLUSIVELY WITHIN PROHIBITED ROOF ELEVATIONS, WOULD INCREASE THE ANNUAL ENERGY PRODUCTION OF THE SOLAR ENERGY DEVICE (ALL PANELS OR ALL TILES) BY MORE THAN TEN PERCENT (10%) ABOVE THE ANNUAL ENERGY PRODUCTION OF THE SOLAR ENERGY DEVICE (ALL PANELS OR ALL TILES) LOCATED EXCLUSIVELY IN A DESIGNATED OR PERMITTED AREA.

5. If located on the roof of a home, a Solar Energy Device shall:

   a. not extend higher than or beyond the roofline;
   b. conform to the slope of the roof;
   c. have a top edge that is parallel to the roofline; and
   d. have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and blends with the color of the roof to the greatest extent possible.

6. If located in the fenced rear-yard or patio, a Solar Energy Device shall not be taller than the fence line.

7. The Committee may deny a request for the installation of a Solar Energy Device if it determines, and such determination is reduced to writing, that the placement of the Solar Energy Device as proposed by the property owner constitutes a condition that substantially

interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The owner may obtain the written approval of the proposed placement of the Solar Energy Device by all property owners of adjoining property. In this case, the Commitee shall approve the installation should it meet all other requirements contained herein unless it determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.

8. Any installation of a Solar Energy Device which voids material warranties is not permitted and will be cause for the Solar Energy Device to be removed by the owner.

9. A Solar Energy Device must be properly maintained at all times or removed by the owner.

10. A Solar Energy Device which becomes non-functioning or inoperable must be removed by the owner of the property. Panels, mounting devices, etc. must be repaired or replaced within one hundred twenty (120) days of the date of damage.

11. A Solar Energy Device is prohibited if a Court determines that the installation thereof violates any law or threatens the public health or safety.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes, in all respects, all prior guidelines, policies, and/or resolutions addressing the same or similar subject matter until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed by its duly authorized representative as of October 14, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Exhibit A-16

CEDAR CREEK PROPERTY OWNERS' ASSOCIATION INC.

POLICY FOR WATER RESTRICTIONS

STATE OF TEXAS §
§
COUNTY OF SMITH §

WHEREAS, the Board of Directors ("*Board*") of Cedar Creek Property Owners' Association, Inc., a Texas non-profit corporation ("*Association*") is the entity responsible for the operation of the Association in accordance with and pursuant to that certain Declaration of Restrictive Covenants, recorded in the Official Public Records of Smith County, Texas, including any amendments or supplements thereto (collectively, the "*Declaration*"); and

WHEREAS, the following Policy for Water Restrictions ("*Policy*") is brought about by changes to Section 202.008 of the Texas Property Code relating to the authority of the Association to assess a fine for discolored vegetation or turf during a period of residential watering restriction; and

WHEREAS, the Board finds it in the best interest of the Association to promulgate the following Policy.

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established, and the following procedures are hereby adopted to be observed in furtherance of the Policy of the Association:

The Association may not assess a fine against an Owner for a violation of a restrictive covenant that: (1) requires the Owner to plant or install grass or turf, or maintain green vegetation or turf; or (2) prohibits discolored or brown vegetation or turf on the property:

(i) During a period when the Owner's property is subject to a residential watering restriction[1] under which discolored or brown vegetation or turf could reasonably result; and
(ii) Before the sixtieth (60^{th}) day after the date a residential watering restriction described by subsection (i) is lifted.

Owners are encouraged to heavily mulch plantings to assist with water retention. If vegetation and/or turf is discolored due to the implemented water restriction, an Owner may receive reminders with tips to improve the appearance of the property or Courtesy Notices as authorized by the Association's governing documents and Enforcement Policy. An Owner is required to follow all other Lot

[1] For purposes of this Policy, the term "residential watering restriction" means a temporary restriction of water use to irrigate residential vegetation or turf that is mandated by a municipality, water utility, or other wholesale or retail water supplier as part of a strategy to conserve water during a period of drought. Such restriction must be a mandatory restriction, not a recommendation or conservation tip.

maintenance provisions of the Association's governing documents during any residential watering restriction, including, but not limited to, maintaining the lawn by mowing, edging, removing weeds and/or dead plants, and all other provisions of the Association's governing documents.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes, in all respects, all prior guidelines, policies, and/or resolutions addressing the same or similar subject matter until amended, and is effective upon its filing with the office of the county clerk, and shall remain in force and effect until revoked, modified, or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Policy to be effective and executed by its duly authorized representative as of October 19, 2026.

CEDAR CREEK
PROPERTY OWNERS' ASSOCIATION INC.,
a Texas non-profit corporation

By: _____
Its: Board Member

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202601031877

eRecording - Real Property

RESTRICTION

Recorded On: October 21, 2026 11:55 AM

Number of Pages: 77

Billable Pages: 76

" Examined and Charged as Follows: "

Total Recording: $325.00

********** **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:	202601031877
Receipt Number:	20261021000066
Recorded Date/Time:	October 21, 2026 11:55 AM
User:	Suni W

STATE OF TEXAS
COUNTY OF SMITH

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 Smith County, Texas.**

Karen Phillips
Smith County Clerk
Smith County, TX

Karen Phillips