

**NOTICE OF FILING OF DEDICATORY INSTRUMENT(S) FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF DALLAS

This Notice of Filing of Dedicatory Instruments for the Bear Creek Ranch Community Association, Inc. (“Notice”) is made by and on behalf of the Bear Creek Ranch Community Association, Inc. (the “Association”) to be effective as of this 2nd day of March 2023.

RECITALS:

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Bear Creek Ranch Community Association, Inc., filed or to be filed in the Real Property Records of Dallas County, Texas (the “Declaration”), as such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.

NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

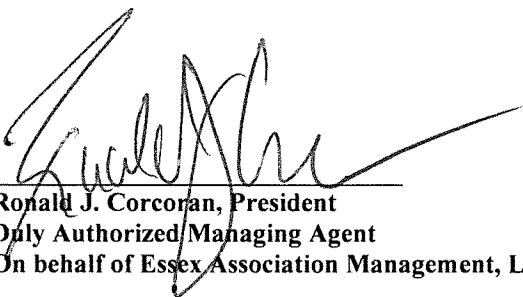
- 1. Amended Collection, Payment Plan and Fee Waiver**
- 2. Amended Covenant Enforcement and Fine Policy**
- 3. Amended E-Mail Registration Policy**
- 4. Amended Records Production, Copying and Retention Policy**
- 5. Adopted Drones and Unmanned Aircraft Policy**
- 6. Adopted Lightning Rod Use Policy**
- 7. Adopted Pandemic Policy**
- 8. Adopted Security Measure Policy**
- 9. Adopted Community Wide Standard Policy**
- 10. Adopted Generator Policy**

[Signature follows on next page]

IN WITNESS WHEREOF, the undersigned agent Bear Creek Ranch Community Association, Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

Executed this 27th day of September 2023

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, Inc.
A Texas Non-Profit Corporation**

By: 

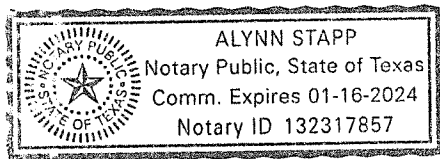
Ronald J. Corcoran, President
Duly Authorized Managing Agent
On behalf of Essex Association Management, LP

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ronald J. Corcoran, a duly authorized managing agent for Eagles Perch Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27 DAY OF September, 2023.





Notary Public in and for the State of Texas

After Recording Return To:
Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

POLICY REGARDING THE COLLECTION AND PAYMENT
OF
ASSESSMENTS AND OTHER CHARGES AND FEES

WHEREAS, the Board of Directors ("*Board*") of Bear Creek Ranch Community Association, Inc. a Texas non-profit association ("*Association*"), is empowered to govern the affairs of the Association pursuant to Article 12 of the Covenants, Conditions and Restrictions ("CC&R's") for Bear Creek Ranch Community Association, Inc., recorded under Instrument Number 201100341162 of the Official Public Records of Dallas County, Texas, Article 3 Section C 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*") on the collection and payment of assessments¹ and other charges and fees owed to the Association pursuant to the CC&R's; 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 Members² 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 CC&R's is hereby adopted by the Board:

Due Date for Assessment – Assessments are billed annually and due in full on the 1st of January of each year ("*Due Date*").

Delinquency Date for Assessment – Any assessment not paid by 5:00 p.m., on the 31 day of the aforementioned month in the "Due Date for Assessment" 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 an account reflects an unpaid assessment balance until paid in full. The late interest charge shall be in the amount of eighteen percent (18%) per annum or as stated in the CC&R's of the Association and any amendment thereto.

¹ The term "assessments" may include, as authorized by the CC&R's, 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.

Returned Check Fees – A fee of not less than \$25.00 may be levied by the Association for any check returned to the Association marked “not sufficient funds” or the equivalent. Such amount shall be in addition to any charges made by the 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 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 OR 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 or 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 CC&R’s 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. Collectively, these actions shall be referred to herein as the “*Collection Steps*”:

Reminder Statement of Account – A “Reminder Statement of Account” or notice of delinquency 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 was provided.

Association Demand Letter – An Association Demand Letter will be mailed no earlier than 30 days after Reminder Statement of Account is mailed. 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 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 30 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 30 days after the initial Attorney Demand Letter is sent.

The Notice of Lien may not be filed until at least 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 is subordinate Deed of Trust lien on the property of the Owner, then counsel 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 and is evidenced by a deed of trust; and
- (b) provide the recipient of the notice an opportunity to cure the delinquency before the 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 legal counsel to pursue foreclosure of the 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 lien by exercising its power of sale granted by the CC&R's. In such event, counsel may commence 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, which 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 legal counsel.

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.

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 until such time as there is actual receipt by the Association of written notification 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.

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. The Board may suspend the Member's right to use the recreational facilities within the common areas 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 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:

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, 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 accrue 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 two (2) year 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 been commenced may include delivery of a percentage, as determined by the Association, of the outstanding balance payable in certified funds.
8. All violations, per the CC&R's, must be resolved by the Member must be corrected per the Association 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 CC&R's.

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 or portion of the fees owed due to delinquent assessments (*i.e.*, late fees or charges, collection fees not owed to the managing agent, 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 fees, other collection expense, etc.
2. Requests for waivers shall not be granted to any Member who has previously received such a waiver within the past 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 Members 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 CC&R's.

CONFLICT

Notwithstanding the foregoing, no term or provision contained herein shall amend the CC&R's. In the case of any conflict between this Policy and the CC&R's, the CC&R's shall control.

INDEPENDENT JUDGMENT

Notwithstanding the contents of this details Policy, the officers, directors, managing agent or community manager, and 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

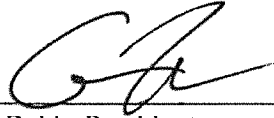
For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act ("FDCPA"), all communications from Management and legal counsel will include such required notices as are prescribed by the FDCPA, the Soldiers and Sailors Relief Act ("SCRA"), and the Texas Property Code. Furthermore, where 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 CC&R's, the CC&R's controls.

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, payment plans, fee waiver requests 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 2nd day of March 2023.

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.**
a Texas nonprofit corporation

By:  _____
Title: Brock Babb, President

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, the Board of Directors ("*Board*") of Bear Creek Ranch Community Association, Inc., a Texas non-profit corporation (the "*Association*"), is empowered to govern the affairs of the Association pursuant to Article 8 of the Declaration of Covenants, Conditions & Restrictions for Bear Creek Ranch, recorded under Instrument Number 201100341166 of the Official Public Records of Dallas County, Texas ("*Declaration*"), and the Texas Business Organizations Code; and

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

WHEREAS, pursuant to 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 Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; 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 related to Architectural and/or other Common Violations

a. Failure to Obtain Prior Approval regarding Architectural related violations. Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed, or altered on any Lot which (i) requires the prior approval of the Architectural Control Committee (the "*ACC*" or as defined or referred to in the

COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Declaration) and (ii) has not been first approved by the ACC in writing 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 existing or allowed to continue on any Lot that is in direct violation of the Governing Documents is also deemed a “Violation” under this Enforcement Policy for all purposes; and
- (ii) Failure to either (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 the number of days specified in the notice(s) provided by the Association shall constitute a continuing Violation and result in further enforcement actions; and
- (iii) Additionally, 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. Exemplary violations are outlined in Exhibit 1 titled “Common Violations” notwithstanding, **this is not an exhaustive list of Violations** that are subject to enforcement by the Association.

2. Notification.

a. Initial Notice of Violation. Upon verification of the existence of a Violation by the Association or management company representative (“*Management*”) of the Association, the Association may send to the Owner a written notice of the existence of the Violation (“*Initial Notice of Violation*”). According to Texas Property Code, a minimum of fourteen (14) total days must be provided for the Owner to cure a violation, notwithstanding, the Association may divide the amount of time allotted by sending one or more notices to the non-compliant owner. The Initial Notice of Violation on behalf of the Association shall generally be ten (10) days unless the Association or Management determine that an alternate number of days shall be given and will 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 of the number of days in which the Violation must be cured^{1,2} to avoid further enforcement measures.

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 (10) days from the date of the letter.

COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

The Association may issue a First Notice providing fourteen (14) days in which to cure and thereafter, the Association or Management may proceed immediately to the notice set forth in subparagraph (b) below once the Initial Notice of Violation expires, or the Association may divide notices in any manner it deems appropriate so long as not less than fourteen (14) days total is allotted to an Owner to remedy a Violation except in the case of emergencies or threats to the safety, health, and welfare of a person or property.

b. Notice of Violation.

(i) Failure to Obtain Prior Approval regarding Architectural related violations. If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing and the number of days allotted in the Violation Notice provided under subparagraph (a) has expired, then the Association shall send to the Owner a "Notice of Fine Warning and/or Corrective Action" providing Owner a description and/or nature of the violation and a specified number of days to cure. The notice shall contain certain specific information in regard to the violation and depending on the nature of the violation, the steps required to remedy the violation.

(ii) Failure to Remedy all Other Violations. If the Owner has failed to remedy the Violation(s) and the number of days allotted in the Violation Notice provided under subparagraph (a) has expired, then the Association shall send to the Owner a "Notice of Fine Warning and/or Corrective Action" providing Owner a description and/or nature of the violation and a specified number of days to cure. The notice shall contain certain specific information in regard to the violation and depending on the nature of the violation, the steps required to remedy the violation, see below for the more common enforcement measures or actions taken. Certain Violations considered to be an emergency or threatens the health, safety, and welfare of a person or property may be escalated by the Association with no notice required.

- Issuance of a Fine Warning and/or Corrective Action followed immediately by a Notice of Fine if the Violation(s) are not remedied within the timeframe allotted.
- Notification that if the Violation described in the Notice of Fine Warning and/or Corrective Action is not corrected or eliminated by the date specified in the notice, the Association or Management may proceed with Fines and/or may initiate Corrective Actions as the Board or Management may deem appropriate or necessary. The Notice shall include the amount of fine to be levied and the number of days the Owner has to remedy; and
- If the Violation continues and the enforcement process has reached or exceeded the Third Fine (3rd Fine) stage, the Association shall have the right effective the Fourth Notice (4th Notice) forward to continue fines and exercise additional enforcement actions as outlined in Article 11 and elsewhere in the Covenants to include, but not limited to imposing sanctions for Violation, such sanctions may include all

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**

remedies available at law and/or in equity and all remedies set forth in this Policy and/or the Covenants of the Association, including any rules, guidelines or standards adopted pursuant to the Covenants, any Policy, or other governing document of the Association.

- The Board or Management may, when deemed necessary or appropriate, initiate Corrective Action in regard to any violation as outlined in this Policy. Should Corrective Actions (aka “Self-Help”) be initiated, the Association shall issue a three (3) day notice which shall be posted to the front door of the residence. **No further notice is required, and all costs and fees associated with the abatement of Violation(s) through Corrective Actions shall be levied to the Owner’s account for reimbursement to the Association.**

3. Incurable Violations

a.

(i) In the event the Violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fines or Corrective Actions. The following are examples of acts considered incurable: (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.

4. Failure to Remedy and Notice of Fine. Failure to either (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 the number of days specified in the notice(s) provided by the Association 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; and/or
- (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.

Fine Structure. Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$1,000.00 as determined by the Board and an Initial Fine of not less than \$25.00 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:

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**

Curable Violations	
The fine amounts noted can be any amount up to the maximum amount noted to the right of each column	
VIOLATIONS	
1 st Fine	Up to \$25.00
2 nd Fine	Up to \$50.00
3 rd Fine	Up to \$75.00
4 th Fine and above	Additional fines shall increase \$25.00 per each occurrence.
Penalties for all types of violations may vary as set forth in (b),(ii) above. Fines are in addition to other enforcement actions available to the Association at the Board's sole discretion.	
ALL FINES ARE LEVIED ON A PER OCCURRENCE BASIS AND ONCE MAXIMUM FINE IS REACHED, THE FINING SEQUENCE STARTS OVER AND MAY BE CONTINUOUS UNTIL THE VIOLATION(S) ARE REMEDIED.	

Fines and the frequency of fines, are to be 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).

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 not later than the thirtieth (30th) day after the date the Association receives the written request for a hearing delivered by Certified Mail. 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 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. Prior to the hearing, proof of proper notice of the hearing 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

COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

be satisfied if the Owner appears at the hearing or meeting if hearing is held in executive session. The minutes shall contain a statement of the results of the hearing and the sanction, if any, imposed. For additional hearing procedures, including relevant provisions of the Texas Property Code Section 209.007, which have been amended and, govern the hearing afforded to homeowners following a notice of enforcement action, please refer to the Association's covenant enforcement resolution and hearing before the Board.

5. Corrective Action (Self-Help). Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of Declaration or duly promulgated rules and regulations or design/architectural guidelines is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors or service providers 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 or service providers, the following shall apply:

a. The Association, through Management, must first provide the Owner with an Initial Notice as provided above which shall be posted to the front door of the residence and shall provide at least three (3) days' notice except in the case of emergencies or matters determined to be a threat to the health, safety and welfare of persons and property. The Notice of Corrective Action shall include the specific Violation(s) the Association intends to remedy along with notice that all costs and fees associated with the Corrective Action taken shall be levied to the Owner's account for reimbursement to the Association. **Entrance onto the property by the Association, its Agent, or any vendor or contractor dispatched by the Association does not constitute trespass.**

b. For purposes of illustration and not limitation, Violations that pose a threat to public health or safety shall include the need for fire, police, or other governmental entities to be onsite, trash, debris and discarded items that can cause harm to public health and safety, chemical spills, oil spills and other toxic waste, or a Violation that can cause serious harm and financial damage to the Association and/or property values. This is not an exhaustive list. Any Violation in which the three day notice requirement is waived shall be at the discretion of the Board of Directors.

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

d. The Association, the Board, and its agents, contractors or service providers 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 5 where the Association, the Board, its agents, contractors, or service providers have acted reasonably and in conformity with this Enforcement Policy.

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**

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

6. **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.

7. **Notices.**

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered, or received, as the case may be, upon the earlier to occur of 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) The Notice of Corrective Action shall be sent to the Owner by posting such Notice of Corrective Action on the door of the residence and, if the Association deems it necessary, by electronic communication.

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 or a representative known to have the right or official capacity to receive such notices on behalf of the Owner.

8. **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 has been paid, the Violation will be deemed to no longer exist, and the Notice of Violation shall be voided or closed except as hereinafter provided. Owners are herein advised by the Association of the consequences of the future Violation of the same provision of the Governing

COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

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, may 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 of the 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.

9. Repeated Violation of the Same Provision of the Governing Documents. Whenever an Owner, who has previously cured or eliminated a Violation after receipt of an Initial/Courtesy Notice, 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 had never been 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.

10. Payment of Violation Fines. 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).

11. 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.

12. 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.

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

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**

IT IS FURTHER RESOLVED, 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.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 9th day of March 2023.

Bear Creek Ranch Community Association, Inc., a
Texas non-profit corporation

Name: _____



Title: Brock Babb, Board President

**COVENANT ENFORCEMENT AND FINE POLICY
FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**

EXHIBIT 1

Common Violations*

Holiday Decorations (if not removed within time allotted)
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, bulk trash or items 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)
Failing 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 ACC
Failing to keep pet on a leash when outside the confines of the home or fenced yard and failure to pick up after your pet in your own yard, in a neighboring yard, in a common area or any other area within or upon community property, including exterior portions of the community outside screening or retaining walls
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked (undrivable), dismantled in any way or discarded is considered inoperable
Vehicle parking violations
Unapproved roof repairs or replacement
Recreational equipment
Livestock or poultry kept on property
Violations of the leasing or occupancy related rules

*** This is not an exhaustive list of violations.**

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

E-MAIL REGISTRATION POLICY

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to amend the guidelines established regarding the E-Mail Registration Policy recorded for the Association; and

WHEREAS, the Board held an open board meeting on the 2nd day of March 2023, wherein at least a majority of the Board voted in the affirmative to amend these reasonable guidelines or amend existing guidelines regarding the Association’s rights and intent to use e-mail and other electronic forms of communication for the purpose of noticing Members of the Association; and

WHEREAS, the Board intends to file these guidelines as a stand-alone Dedicatory Instrument in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Board of Directors by Resolution to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association, in the event of any conflict or ambiguity which may occur. Notwithstanding, should any ambiguity or conflict occur regarding the intent of this Policy at any time, all Members are herein advised the interpretation shall always be in **FAVOR OF THE ASSOCIATION AND THE BOARD**. Any amendment or revision shall be made available to each homeowner and a copy placed on the Association’s website if applicable; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in th at certain Declaration of Covenants, Conditions and Restrictions for Bear Creek Ranch Community Association, Inc., if applicable and shall be recorded in each county in which the Subdivision is located and in compliance with Section 202.006 of the Texas State Property Code and a s may be supplemented and/or amended from time to time:

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of Board, Annual, Special, and other meetings of the Board and/or Members pursuant to Section 209.0051(e) of the Texas Property Code and additionally, to facilitate the announcement of other Association business or community events as they may occur.
2. **Email Registration.** Should the owner wish to receive any and all email notifications, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.
3. **Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email

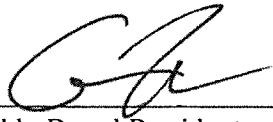
address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy modify, amend, or supplement this Policy or any other rules regarding email registration.

IT IS FURTHER RESOLVED, this amended policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the E-Mail Registration Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association, certifies that the Board of Directors amended the foregoing E-mail Registration Policy, in accordance with Section 202.006 of the Texas Property Code on the 2nd day of March 2023.

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.,
a Texas non-profit corporation**

Name: 
Title: Brock Babb, Board President

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Records Production, Copying and Retention Policy

WHEREAS, the Board of Directors (the “Board”) of the Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to amend the guidelines established regarding the Records Production and Copying Policy for the Association; and

WHEREAS, to the Board held an open board meeting on the 2nd day of March 2023, wherein at least a majority of the Board voted in the affirmative to amend these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code (“Section 209.005”) regarding Owner access to Association documents and records (“Records”); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

1. Association Records shall be reasonably available to every owner. The Association shall make available the current version of the Associations’ Documents filed in the county deed records available on an Internet website maintained by the Association or managing agent on behalf of the Association, and available to Members. An owner may also provide access to Records to any other person (such as an attorney, CPA, or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - i. format: electronic files, compact disk, or paper copies
 - ii. delivery method: email, certified mail, or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records if copies were requested and any required advance payment had been made; or

- b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method, and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
- 4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

- 5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
- 6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
- 7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
- 8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Electronic Documents
- E. Payroll Documents
- F. Personnel Records
- G. Property Records
- H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

A. ACCOUNTING AND FINANCE

Record Type	Length of time to be kept on record

Accounts Payable & Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	7 years
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Bank Statements and Canceled Checks Employee Expense Reports	7 years
General Ledger	7 years
Notes Receivable ledgers and schedules Investment Records	Permanent

B. CONTRACTS

Record Type	Length of time to be kept on record
Contracts and related correspondence (including any proposal that resulted in the contact and all other supportive documentation)	4 years after the expiration or termination of the contract

C. ASSOCIATION RECORDS

Record Type	Length of time to be kept on record
Corporate records (unless otherwise specifically addressed in this policy), governing documents, dedicatory instruments, minute books, signed minutes of meeting of the Board or Committees, corporate seals, annual/corporate reports, licenses and permits	Permanent
Account records of Owners	5 years

D. ELECTRONIC DOCUMENTS

Record Type	Length of time to be kept on record
Electronic Mail: Not all e-mail needs to be retained and is considered Association property or shall be subject to review, dependent upon the subject matter and/or ownership of the e-mail or system from which the communication originated	12 months maximum

- Board and/or staff shall strive to keep all insignificant e-mails to a minimum. Significant e-mails are those related to business and Association related issues. E-mails that contain personal information on a Manager or communication between a Manager and his or her Supervisor regarding Management related topics shall not be required to be produced.
- The Corporation's business-related emails should be downloaded to a service center or user directory on the server, as determined by the Board.
- Should not store or transfer the Corporation's related e-mails onto non-work-related computers except as necessary or appropriate for the Corporation's purposes.
- Do not send confidential/proprietary information to outside sources including any communication considered confidential/proprietary by the Managing Agent without prior written consent.

Electronic Documents: Retention depends on the subject matter and follows D above

E. ASSOCIATION PAYROLL DOCUMENTS

Record Type	Length of time to be kept on record
Employee Deduction Authorizations	4 years after employees' termination
Payroll Deductions and Payroll Registers	7 years after termination
W-2 and W-4 forms	7 years after termination
Garnishments, Assignments, Attachments	7 years after termination
Timecards/sheets	2 years
Unclaimed wage records	6 years

F. PERSONNEL RECORDS

Record Type	Length of time to be kept on record
Commissions/Bonuses/Incentives/Awards	7 years
EEO – I/EEO-2 Employer Information Reports	7 years from separation
Employee earnings records	1 copy kept permanently
Employee handbooks, personnel records of all types	6 years from separation
Job descriptions	3 years
Employee contracts or agreements	7 years from separation
Employment records – all non-hired applicants	2 years or 4 years if an offer of employment was made
Employee records – correspondence with employment agencies and/or advertisements for job openings	3 years from separation or from date of posting
Personnel count records	3 years
Forms I-9	3 years after date of hire or 1 year after separation of employment

G. PROPERTY RECORDS

Record Type	Length of time to be kept on record
Correspondence, property deeds, assessments, licenses, rights-of-way, property insurance policies	Permanent

F. TAX RECORDS

Record Type	Length of time to be kept on record
Tax exemption documents and related correspondence	Permanent

IRS rulings	Permanent
Tax bills, receipts, statements	7 years
Tax returns, income, franchise, and property	Permanent
Tax workpaper packages – originals	7 years
Annual information returns – Federal and State	Permanent
IRS or other government audit records	Permanent
All other tax records	7 years

IT IS FURTHER RESOLVED, this amended policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Records Production, Copying and Retention Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 2nd day of March 2023.

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.
a Texas non-profit corporation**

Name:  _____

Title: Brock Babb, Board President

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

DRONES AND UNMANNED AIRCRAFT

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish a Drones and Unmanned Aircraft Policy; and

WHEREAS, the Board held an open board meeting on the 2nd day of March 2023, wherein at least a majority of the Board voted in the affirmative to adopt this Drone and Unmanned Aircraft policy on behalf of the Association; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

1. Drone and Unmanned Aircraft Use is subject to Government Code Title 4, Subtitle B, and Chapter 423 of the Texas Statute.
2. Any Owner operating or using a drone or unmanned aircraft within the Property and related airspace must register such drone or unmanned aircraft with the Federal Aviation Administration (“FAA”), to the extent required under applicable FAA rules and regulations, and mark such drone or unmanned aircraft prominently with the serial number or registration number on the drone or unmanned aircraft for identification purposes. Any use of a drone or unmanned aircraft contrary to the lawful uses as set forth in Chapter 423 of the Government Code is subject to violation, monetary fine, and shall be reported to local law enforcement or governmental agencies governing the illegal use of drones or unmanned aircraft.
3. BY ACCEPTANCE OF TITLE TO ANY PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT USE OF A DRONE OR UNMANNED AIRCRAFT TO TAKE IMAGES OF PRIVATE PROPERTY OR PERSONS WITHOUT CONSENT MAY BE A VIOLATION OF TEXAS LAW AND CLASS C MISDEMEANOR SUBJECT TO LEGAL ACTION AND FINES UP TO \$10,000. IT IS YOUR RESPONSIBILITY TO KNOW AND COMPLY WITH ALL LAWS APPLICABLE TO YOUR DRONE AND/OR UNMANNED AIRCRAFT USE. “Image” means any capturing of sound waves, thermal, infrared, ultraviolet, visible light, or other electromagnetic waves, odor, or other conditions on or about real property in the state of Texas or an individual located on the Property.

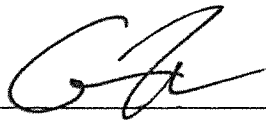
[Signature Page to Follow]

IT IS FURTHER RESOLVED, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Drones and Unmanned Aircraft Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 2nd day of March 2023.

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.,
a Texas non-profit corporation**

Name: _____



Title: Brock Babb, Board President

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

LIGHTNING RODS USE

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish use of Lightning Rods; and

WHEREAS, the Board held an open board meeting on the 2nd day of March 2023, wherein at least a majority of the Board voted in the affirmative to adopt this Lightning Rod Policy on behalf of the Association; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

An Owner may not construct a lightning rod and related systems (“Lightning Rod”) on a residence except in compliance with the following:

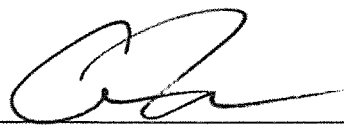
- (a) the Lightning Rod must meet standards of the National Fire Protection Association (“NFPA”) equal to or greater than NFPA’s lightning Protection Standard NFPA 780, Underwriters Laboratories (“UL”) UL 96A, and Lightning Protection Institute (“LPI”) LPI-175.
- (b) any Lightning Rod must be installed by a contractor licensed in the State in which the residence is located, and
- (c) any part of the Lightning Rod that becomes non-functional must be immediately repaired, replaced, or removed from the residence by the Owner at such Owner’s costs and expense.

Each Owner acknowledges and agrees that an Owner is solely liable and responsible for the safety, upkeep, and use of the Lightning Rods. Furthermore, each Owner acknowledges that the installation of a Lightning Rod on a residence may void or adversely affect warranties on such Owner’s residence, including without limitation, any roof warranties. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, IN CONNECTION WITH OR ARISING OUT OF THE INSTALLATION, OPERATION, LOCATION, REPAIR, MAINTENANCE, AND/OR REMOVAL OF ANY LIGHTNING ROD OR RELATED SYSTEMS ON AN OWNER’S RESIDENCE.

IT IS FURTHER RESOLVED, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Lightning Rod Use Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 2nd day of March 2023.

BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.
a Texas non-profit corporation

Name:  _____
Title: Brock Babb, Board President

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

PANDEMIC POLICY

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish a Pandemic Policy for the Association; and

WHEREAS, the Board held an open board meeting on the 2nd day of March 2023, wherein at least a majority of the Board voted in the affirmative to adopt this Pandemic Policy on behalf of the Association. The Board wishes to adopt these reasonable guidelines in compliance with Section 148.003 of the Texas Civil Practice and Remedies Code of the Texas Property Code (“Section 148.003”) regarding liability of the Association under Section 148.003 (“Pandemic Liability”); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

In no event shall the Association or any board member, committee member or officer thereof be liable under Section 148.003 for any Pandemic Liability. With respect to the use of Common Areas and/or or any Areas of Common Responsibility owned or maintained by the Association, each Owner for themselves, members, and his or her guests or invitees hereby waives and releases the Association for, from and against any liability for injury or death caused by or in connection with exposure of any individual to a pandemic disease during a pandemic emergency. Furthermore, each Owner for themselves, members, and his or her guests or invitees acknowledges and agrees by recordation hereof as follows:

1. The Association has provided sufficient warning to each individual Owner that exposure of an individual to a disease during a pandemic emergency is likely. Owners are responsible for posting or broadcasting information to tenants, guests, invitees, and others.
2. The Association has no control over conditions related to a pandemic emergency, has no basis of knowledge as to whether any individual would be more likely than not to come into contact with the pandemic disease under any circumstances, and has no obligation, opportunity or ability to remediate conditions or warn any individual of a condition before the individual comes into contact with a condition related to pandemic disease.

3. The Association has no liability or responsibility to comply with any government-promulgated standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency, and each Owner, members, tenants, respective guests or invitees have a reasonable opportunity and ability to implement or comply with any and all government-promulgated standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency with respect to such Resident's, Owner's, household member's, guest's or invitee's use of any Common Areas and/or Areas of Common Responsibility.

4. All Common Areas and Areas of Common Responsibility owned or maintained by the Association are entered into and/or used by a Resident, an Owner, members of their households, and their respective guests or invitees at their own risk. The Association disclaims any and all liability or responsibility for injury or death related to the pandemic disease or otherwise occurring from entry or use of the Common Areas and/or Areas of Common Responsibility.

5. As herein referenced in Items No. 2 and 3 above, the Association has no control over conditions related to a pandemic emergency and no liability or responsibility to comply with any government-promulgated standards, however, the Board, shall have every right, under the Texas Business Organizations Code (the "TBOC"), Section 3.251, Subchapter F, to put forth temporary measures, and exercise certain rights and provisions when an emergency exists which shall allow the governing persons to adopt provisions regarding the management and/or order in which the non-profit organization may be governed. Such provisions include, but are not limited to, (i) prescribing procedures for calling a meeting of the governing persons; (ii) establishing minimum requirements for participation at the meeting of the governing persons; and (iii) designating additional or substitute governing persons. Under Section 3.251, Subchapter F of the TBOC, an action taken by a domestic entity in good faith in accordance with the emergency provisions shall be binding upon the entity and may not be used to impose liability on a managerial official, employee, or any agent or governing person of the entity.

The foregoing Pandemic Policy was adopted by the Board of Directors, in accordance with Section 202.006 of the Texas Property Code, and supersedes any policy regarding pandemics which may have previously been in effect.

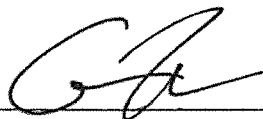
[Signature Page to Follow]

IT IS FURTHER RESOLVED, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Pandemic Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 2nd day of March 2023.

**Bear Creek Ranch Community Association, Inc.,
a Texas non-profit corporation**

Name: _____

A handwritten signature in black ink, appearing to be 'GB' or similar, written over a horizontal line.

Title: Brock Babb, Board President

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

SECURITY MEASURES POLICY

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish a Security Measures Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 202.023 of the Texas Property Code (“Section 202.023”) regarding Owner rights to building or installing certain security measures on such Owner’s Lot (“Security Measures”); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

An Owner may build or install on such Owner’s Lot, after receiving prior written consent of the Architectural Review Committee, certain camera, video, or fencing for Security Measures **provided that such Security Measures:**

1. Do not require placement or installation of a security camera by an Owner on any property other than the Lot owned by such Owner. Cameras and video equipment may not be installed to capture film or video of a neighboring Lot or into a neighboring window of a residence; and
2. Any security fencing installed by an Owner on its Lot **must obtain** prior written consent from the Architectural Control Committee prior to installation and must comply with the Design Guidelines and/or Rules and Restrictions then adopted by the Architectural Reviewer or Architectural Control Committee of the Association and otherwise comply with the requirements and restrictions set forth in the Declaration.
3. The front yard area with respect to a residential Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot. **No Owner shall ever fence in or over a sidewalk, walking path, pedestrian, or other right-of-way. Violation of this rule will result in the Owner being reported to local code enforcement, a written notice of violation issued and the highest monetary fine the Association is able to levy shall result for a breach of this rule.**

4. Any security fencing installed on an Owner's Lot as a security measure under Section 202.023 of the Texas Property Code as amended shall abide as follows:
 - I. Shall be no higher than six (6) feet; and
 - II. To the extent that located within the front yard area of an Owner's Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence to remain visible from the street through such fencing and be of a design approved by the Architectural Review Committee (the "ARC"). Fencing may not include screening of any kind, including live screening. A violation of this rule shall result in the maximum monetary fine(s) allowed and a request for removal of the screening and/or fence; and
 - III. **No chain link, razor wire, electrified or barbed wire or other fencing not approved in writing by the ARC shall be allowed;** and
 - IV. Such fencing shall otherwise follow all governmental requirements, including permit requirements. The ARC has the right to require Owner to provide a copy of the City's permit prior to reviewing and/or rendering a decision and

The Board of Directors shall have the authority to amend this Policy without consent or joinder of the Members to meet requirements of the Texas Property Code or any State Legislative Measures set forth. No rescission of this Policy shall be allowed so long as provisions for security cameras and fencing remains actively enforceable through the Texas Property Code and/or by State Legislative Policy.

The Board may amend this policy to supplement and add new language or to amend existing language as necessary to ensure compliance with all local and state ordinances, laws, and rules or to clarify any ambiguity, should such occur regarding what is allowed or will be disallowed. ***In the event of a conflict or should any ambiguity as to the meaning and intent of any portion of this Policy occur, be it known to all Members that any portion of this Policy coming into question as to meaning or intent, SHALL BE DECIDED IN FAVOR OF THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND THE ARC.***

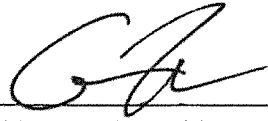
[Signature Page to Follow]

IT IS FURTHER RESOLVED, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Security Measure Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 2nd day of March 2023.

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.
a Texas non-profit corporation**

Name: _____

A handwritten signature in black ink, appearing to be 'GB', written over a horizontal line.

Title: Brock Babb, Board President

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

**Adoption of Definition and Enforcement for
Community-Wide Standard**

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt a policy to aid in the definition and allowed enforcement measures associated with the Associations “Community-Wide Standards” by which the Board may make decisions and take actions on certain violations, particularly, community standards that may or may not be in writing; and

WHEREAS, the Board held an open board meeting on the 2nd day of March 2023, wherein at least a majority of the Board voted in the affirmative adopt this Community-Wide Standard policy on behalf of the Association; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

COMMUNITY WIDE STANDARDS: DEFINITION AND ENFORCEMENT

These are the standards of maintenance that generally prevail throughout the community of Bear Creek Ranch Community Association, Inc., which may or may not be in writing. Each Owner shall maintain his or her property and all landscaping and improvements in a manner consistent with the Governing Documents and all Rules and Regulations. Responsibility for maintenance shall include, but is not limited to, maintenance and upkeep, repair and/or replacement as necessary to maintain the property in good repair and architecturally always pleasing.

The Community Wide Standards are enforced by the following procedures:

“Community-Wide Standard” shall mean the standard of conduct, maintenance and appearance of residences and lots, common areas and elements, including landscaping, generally prevailing throughout the Property, or the minimum standards established pursuant to the Design Guidelines, Rules, Regulations and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standards which may be amended by Declarant during the Development Period and the Board, Architectural Review Committee as well as any assigned Managing Agent shall be the authorized parties delegated by the Declarant to carry out the standards adopted.

The Association, through its Board, shall ensure that the Community-Wide Standard established by the Declarant or through any Rule or Regulation, whether in writing or not, shall continue after the termination or expiration of the Development Period.

The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, color selections, placement allowances, yard art, vehicle storage and parking, trash and recycle container placement, and other subjective elements subject to the Declarant's and thereafter, the Board's discretion. The Declarant and the Board shall have the right to determine objective elements on a case-by-case basis whenever they deem it to be in the best interest of the community and its residents.

The Community-Wide Standard may or may not be in writing and will likely evolve as development progresses and as the Property changes. The Community-Wide Standard shall not fall below the level established for the Property as of the date the Development Period expires. ***The Community-wide standard is enforceable, whether in writing or not, the same as any other restriction, rule, or regulation within the Governing Documents, or which is adopted or otherwise amended at any time and from time to time. Any violation of a Community-Wide Standard shall be enforced the same as a violation based on any written rule or restriction and shall carry the same enforcement rights and measures as any other violation.***

Other facts to consider. The below does not constitute all rules or requirements :

- Owners / occupants will be noticed of a violation and the Owner / occupant shall have a set number of days in which the violation should be cured. Be advised that certain violations may have different notice requirements and carry greater fines than other violations based on the nature, severity, or reoccurring nature of the violation. For example, non-curable or incurable violations or actions and/or violations by an Owner or any occupant that threatens the health, safety, and/or welfare of any resident, property, person, place, or thing.
- **The Association is within its rights to accept written statements or affidavits from Owners or any resident or occupant who eye witnesses a violation occurring without photo proof required. Additionally, the Association may accept video feeds from ring door bells, security cameras, or other types of video or media sources.**
- If the problem is not corrected within the set number of days indicated in the notice, the Association shall have the right to move to Self-Help actions and may hire a contractor or designate any vendor or person capable of abating the violation, and the Owner will be billed for all cost associated with the abatement. Additionally, fines up to \$1,000.00 per violation occurrence may be levied depending upon the severity or reoccurring nature of the violation.
- Any violations not corrected by an Owner, or any occupant may face additional daily or weekly fines and/or Self-Help actions. At the Board's sole discretion, suit for non-compliance with the Governing Documents and rules of the Association may also be filed.

- An Owner may request an extension from time to time and the Board or its assigned delegates may authorize one (1) extension which shall not exceed thirty (30) days without the express written consent of the Board. Notwithstanding, an exclusion to this rule shall be the replacement of trees or other landscape which must be planted during optimal growing seasons.

IT IS FURTHER RESOLVED, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Community-Wide Standard Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 2nd day of March 2023.

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.
a Texas non-profit corporation**

Name: _____



Title: Brock Babb, Board President

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

GENERATOR POLICY

WHEREAS, the Board of Directors (the "Board") of Bear Creek Ranch Community Association, Inc. (the "Association") wishes to adopt the guidelines to establish a Generator Policy for the Association; and

WHEREAS, the Board held an open board meeting on the 2nd day of March 2023, wherein at least a majority of the Board voted in the affirmative to adopt this Generator Policy on behalf of the Association; and

WHEREAS, the Board intends to file these guidelines as a stand-alone policy in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

NOW, THEREFORE, IT IS RESOLVED that as of the 2nd day of March 2023, the following guidelines are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Bear Creek Ranch Community Association, Inc., Recorded or to be recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the architectural review authority under the Declaration (the "**ACC or ARC**").

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the ACC is required prior to installing a Generator.

To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "**Generator Application**"). The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an

approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

i. The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

ii. The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

iii. The Owner must install all-natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

iv. The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

v. The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

vi. The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

vii. The Owner must screen a Generator if it is visible from the street or front of the home, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is in a side or rear yard fenced by a wrought iron fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

viii. The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

ix. No Owner shall use the Generator to generate all or substantially all the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

x. No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

xi. No Owner shall locate a Generator on property owned by the Association.

xii. No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by The Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

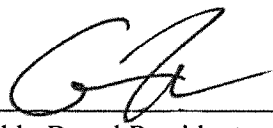
4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application.

Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties up to \$1,000.00. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

IT IS FURTHER RESOLVED, this adopted policy is executed to be effective as of the date herein noted above and that this Policy supersedes in all respects any prior policy and resolution with respect to the Generator Policy filed by the Association or its predecessor-in-interest and shall remain in full force and effect until revoked, modified or amended.

IN WITNESS WHEREOF, the undersigned, being the Board President of the Association has executed this Notice as of the 2nd day of March 2023.

**BEAR CREEK RANCH COMMUNITY
ASSOCIATION, INC.
a Texas non-profit corporation**

Name: 
Title: Brock Babb, Board President

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

Instrument Number: 202400002700

eRecording - Real Property

Recorded On: January 04, 2024 02:27 PM

Number of Pages: 46

" Examined and Charged as Follows: "

Total Recording: \$201.00

******* 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: 202400002700
Receipt Number: 20240104000402
Recorded Date/Time: January 04, 2024 02:27 PM
User: Kevin T
Station: CC123.dal.ccdc

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

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

John F. Warren
Dallas County Clerk
Dallas County, TX